CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
FEBRUARY 17, 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

5. 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.

6. COUNCIL LIAISON REPORTS

7. LIQUOR LICENSE PUBLIC HEARINGS

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

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

A. Consideration and Action on Liquor License Application: Rochan S. Goswami "Milton Mobil" 2020 S. Milton Rd, Series 009, Liquor Store, Owner Transfer

STAFF RECOMMENDED ACTION:

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

8. CONSENT AGENDA

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

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. Consideration and Approval of Contract: JWP Blvd. Extension Project - CMAR Design Phase Services Contract

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to J. Banicki Construction, Inc. for an amount not to exceed $198,760.00, which includes an $8,000.00 utility potholing contingency. The contract period is 365 calendar days.
2. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Approve the First Amendment to the contract with immixTechnology, Inc. for the UKG Pro Timekeeping software and support.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the contract with immixTechnology, Inc. for UKG Pro Timekeeping software and support to increase the total contract amount not to exceed $300,000; and
2. Authorize the City Manager to execute all necessary documents.

C. Consideration and Approval of Contract: Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526, plus all applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526.00, plus all applicable taxes; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** First Amendment to Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services in an amount of $150,000; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.

STAFF RECOMMENDED ACTION:

1. Approval of the City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.;
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Grant Agreement:** Approve the Grant Agreement with New Venture Fund to increase community capacity and awareness regarding wildfire resilience across both natural and built environments.

STAFF RECOMMENDED ACTION:

Staff recommends City Council approve a one-year agreement with the New Venture Fund in the amount of $249,578 and authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. for the Highland Mesa FUTS Project.

STAFF RECOMMENDED ACTION:

1. Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. in the amount of $129,040 for the Highland Mesa FUTS Project and a contract duration of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Ratification:** Letter of opposition to proposed national park fee increase

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition

9. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959.05, annually.

STAFF RECOMMENDED ACTION:

1. Approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959, annually; and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Purchase Contract:** With PFVT Motors, LLC d/b/a Peoria Ford, in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management.

STAFF RECOMMENDED ACTION:

1. Approve Cooperative Purchase Contract with PFVT Motors, LLC d/b/a Peoria Ford ("Peoria Ford"), in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approval of the Cooperative Purchase Contract with Interim Public Management, LLC, for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year; and
2. Authorize the City Manager to execute the necessary documents

10. PUBLIC HEARING ITEMS

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

A. **Cancellation of Public Hearing:** A request to amend the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Suburban Neighborhood to Rural Neighborhood. The proposal is for approximately 4.3 acres generally located on the South side of E John Wesley Powell Boulevard (JWP) between S Links Road and S Lone Tree Road (APN: 105-10-208A). The applicant requests a Concept Zoning Map Amendment in conjunction with this request (**PZ-24-00236-02)**

STAFF RECOMMENDED ACTION:

Cancel the Public Hearing

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

B. **Cancellation of Public Hearing:** A request to amend the Flagstaff Zoning Map to rezone approximately 4.3 acres located at 1381 E John W Powell Blvd (APN: 105-10-208A) from the Single-Family Residential (R1) zone within the Resource Protection Overlay Zone (RPO) to the Estate Residential (ER) zone within the RPO **(PZ-24-00236-01)**

STAFF RECOMMENDED ACTION:

Cancel the Public Hearing

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

11. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2026-02:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

STAFF RECOMMENDED ACTION:

At the February 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-02 by title only for the first time
2) City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3) Read Ordinance No. 2026-03 by title only for the first time
4) City Clerk reads Ordinance No. 2026-03 by title only (if approved above)

At the March 3, 2026, Council Meeting:
1) Read Ordinance No. 2026-02 by title only for the final time
2) City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3) Adopt Ordinance No. 2026-02
4) Read Ordinance No. 2026-03 by title only for the final time
5) City Clerk reads Ordinance No. 2026-03 by title only (if approved above)
6) Adopt Ordinance No. 2026-03

B. **Consideration and Approval of Resolution 2026-10,** Amending the Section 8 Administrative Plan to create a local preference for existing City of Flagstaff Housing Authority (CFHA) assisted voucher holders facing termination due to insufficient or discontinued funding.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-10 by title only
2. City Clerk reads Resolution No. 2026-10 by title only (if approved above)
3. Adopt Resolution No. 2026-10

C. Consideration and Adoption Ordinance No. 2026-04: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0010, Subsection A. Parking Rates - ParkFlag District to amend the effective date of the parking fee increase; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the February 17, 2026 Council Meeting:
1) Read Ordinance No. 2026-04 by title only for the first time
2) City Clerk reads Ordinance No. 2026-04 by title only (if approved above)

At the February 24, 2026 Special Meeting
3) Read Ordinance No. 2026-04 by title only for the final time
4) City Clerk reads Ordinance No. 2026-04 by title only (if approved above)
5) Adopt Ordinance No. 2026-04

D. Consideration and Adoption of Resolution No. 2026-09: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2026 Special Election

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-09 by title only
2. City Clerk reads Resolution No. 2026-09 by title only (if approved above)
3. Adopt Resolution No. 2026-09

E. Consideration and Approval: Use of the Council Initiative Fund

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to make a contribution to the Fraternal Order of Police Lodge 32 and AZ Troopers Association in support of the families of the fallen AZDPS Trooper and Pilot.
2. Consideration of the use of the Council Initiative Fund for any other items Council may like to consider funding within the fiscal year.

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 "Changing the name of Columbus Ave to an Indigenous representative name."

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: Stacy Saltzburg, City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Minutes: City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Retreat of January 15, 2026, Regular Meeting of January 20, 2026, Work Session of January 27, 2026, Special Meeting (Executive Session) of February 3, 2026.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:

High Performing Governance: Serve the public by providing high quality customer service

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: 01.15.2026.CCR
01.20.2026.CCRM
01.27.2026.CCWS

02.03.2026.CCSMES

CITY COUNCIL RETREAT
THURSDAY, JANUARY 15, 2026
CORE SERVICES
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

1. Call to Order

Mayor Daggett called the Retreat of the Flagstaff City Council held January 15, 2025, to order at 8:43 a.m.

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 work session, 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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Joanne Keene; City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Aslan read the Mission Statement of the City of Flagstaff and Councilmember Spence read the 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. City Council Teambuilding and Goal Setting

Ms. Keene introduced Mike Letcher who facilitated the retreat and provided a PowerPoint presentation

that covered the following:

CITY COUNCIL RETREAT
WELCOME & OPENING REMARKS
AGENDA
FLAGSTAFF CITY COUNCIL WORKSHOP
OUTCOME FOR TODAY
ICEBREAKER EXERCISE

Mr. Letcher led the Council through an icebreaker exercise designed to foster deeper understanding and trust among members, with participants reflecting on the value of personal stories and the importance of group interaction for effective teamwork.

Councilmember House exited the meeting at 9:46 a.m.

LET'S TALK
THE COUNCIL DETERMINES LEVEL OF PRIORITIES AND FOCUS
LEVEL 6 GOVERNANCE
SURVEY RESULTS DISCUSSION

Council discussed the importance of maintaining boundaries between policy direction and operational management, emphasizing the need for a strategic plan to guide priorities and support staff empowerment, especially in areas like housing and organizational improvement. They also reflected on past experiences where Council involvement in operational details led to significant outcomes but acknowledged the need for balance and trust in staff expertise, particularly during periods of leadership transition.

STARTING THE JOURNEY TO BUILDING A HIGH-PERFORMANCE BOARD
HIGH PERFORMANCE BOARDS (HPB)
TEAMWORK
EXPECTATIONS FOR EXECUTIVE LEADERSHIP, OPERATIONS, AND BOARD SUPPORT

Council discussed the challenges of holding peers accountable, the impact of personal values and expectations, and the importance of establishing explicit norms and shared understandings to support high functioning teamwork.

STRATEGIC FOCUS
EVALUATION OF BOARD AND EXECUTIVE EFFECTIVENESS AND RESULTS
SURVEY RESULTS DISCUSSION

A break was held from 10:40 through 10:55

COUNCIL EFFECTIVENESS PRINCIPLES
THE ROLE OF COUNCIL
COUNCIL AS THE COMMUNITY'S VOICE
WHY HOW WHAT
WHAT DOES "WHY" MEAN FOR THE CITY OF FLAGSTAFF?
STRATEGIC POLICY MODEL

Councilmember House joined the meeting at 11:01 a.m.

WHAT A CITY MUST DO -- NEEDS
WHAT A CITY MAY CHOOSE TO DO -- WANTS
WHAT A CITY CANNOT CONTROL -- NATIONAL/WORLD POLITICAL ISSUE
WHEELHOUSE FOCUS FOR COUNCIL
HOW DOES A POLITICALLY FOCUSED POLICY ADDRESS THE WHY?
WHEELHOUSE FOCUS FOR COUNCIL
LET'S TALK
CREATING COUNCIL TEAMWORK

FIVE DYSFUNCTIONS OF A TEAM
SURVEY SCALE
TRUST IS THE FOUNDATION
SURVEY RESULTS DISCUSSION
CONFLICT
SURVEY RESULTS AND DISCUSSION
COMMITMENT
SURVEY RESULTS AND DISCUSSION
ACCOUNTABILITY
SURVEY RESULTS AND DISCUSSION
RESULTS
SURVEY RESULTS AND DISCUSSION
TEAMWORK
ALIGNMENT OF ROLES AND RESPONSIBILITIES -- OVERVIEW OF WORKSHOP 2
GOVERNANCE EXPECTATIONS
WHY THE GRS?
ORGANIZATIONAL EXPECTATIONS
CEO EXPECTATIONS
BOARD EXPECTATIONS
CUSTOMER SERVICE AND CITIZEN ENGAGEMENT EXPECTATIONS
SHARED VS. INDIVIDUAL BOARD EXPECTATIONS
NEXT STEPS WORKSHOP 2 GRS
LET'S TALK

A break was held from 12:10 p.m. through 12:46 p.m.

Ms. Keene and Communication and Civic Engagement Director Stacy Saltzburg provided a PowerPoint presentation that covered the following:

COUNCIL OPERATIONS
COUNCIL RULES OF PROCEDURE

Council discussed whether the 'To/From' section of the agenda should be limited to announcements and updates about city business, events, and meetings, rather than serving as a platform for broader commentary or advocacy. Council considered renaming 'To/From' to ‘Council Announcements and Updates' to clarify its purpose and discussed the potential for more structured guidelines to prevent confusion and ensure consistency in its use.

Councilmembers Garcia and Aslan, advocated for maintaining a space on the agenda for councilmembers to share their thoughts or positions on various things, while others cautioned against using this time for unplanned or controversial statements. Mr. Solomon cautioned explained the potential for legal implications in discussing substantive issues during ‘To/From,' emphasizing that major topics should be properly agendized to ensure public notice and participation, in compliance with sunshine laws.

FAIR PROCESS

Council shared frustrations with the timing of agenda items, duplication of staff efforts, and lack of communication when items are already being worked on by staff, leading to inefficiencies. Ms. Keene suggested that councilmembers filter agenda item requests through the city manager, who would assess whether the item is already in progress or needs immediate attention, reducing the need for a formal fair process for every request. She added that she would provide regular updates on the status of agenda items to maintain transparency and ensure councilmembers are informed when items are added, delayed, or removed.

BOARDS AND COMMISSIONS

Council considered consolidating commissions with overlapping purposes, reducing meeting frequency for some, and empowering staff and commissions to recommend optimal schedules based on their

workload and needs. Council emphasized the need for each commission to have a clear charter and purpose, with regular reporting to Council, and for liaisons to facilitate communication of commission activities and recommendations. Council further stressed the importance of ensuring that consolidation or changes do not diminish the value or representation of specific community groups, advocating for a sensitive and inclusive approach.

MEDIA REQUESTS

Council agreed that routine media requests, such as post-vote interviews, may not require formal coordination, but sensitive incidents or controversial topics should be handled through the Public Affairs Director to ensure appropriate messaging and legal compliance. They expressed a desire to maintain the freedom to participate in media interviews while supporting each other as a team, and discussed best practices, including informing the city manager, mayor, and public affairs director of media contacts, seeking guidance on messaging, and referring reporters to staff when appropriate.

BUDGET UPDATE
UPCOMING RETREATS

Staff agreed to bring back the discussed updates to the Council Rules and Procedures for review in March.

5. Adjournment

The retreat of the Flagstaff City Council held January 15, 2026, adjourned at 3:34 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 20, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Sweet called the meeting of the Flagstaff City Council held January 20, 2026, to order at 3:00 p.m.

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.

Present:	Vice Mayor Miranda Sweet Councilmember Austin Aslan Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Absent:	Mayor Becky Daggett
Staff Present:	City Manager Joanne Keene; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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

Economic Development Manager Jeff McCormick addressed Council about the Green Business Boot Camp and encouraged interested businesses to register through Local First Arizona. The seven-week program helps businesses reduce energy, water, waste, and transportation emissions, develop sustainability plans, incorporate community impact, and receive up to a year of follow-up support, along with expert guidance, peer connections, and access to green financing options.

Colleen Maring, Chief People Officer at Northern Arizona Healthcare, addressed Council to clarify that NAH is a separate nonprofit hospital system and not affiliated with North Country Healthcare, despite similar names and shared physicians with hospital privileges. She emphasized the importance of North Country as a federally qualified health center and described NAH's role in supporting continued care during North Country's financial challenges, including providing space and financial support for the NACASA program and issuing a loan to help sustain services through bankruptcy.

5. COUNCIL LIAISON REPORTS

Councilmember Matthews announced the monthly Mountain Line board meeting. She shared that she attended the CJCC, which concluded a yearlong consultant-led process to clarify goals and mission, with a focus on building community trust, culturally rooted services, and equity in the justice system.

Councilmember Garcia reported that the Library Board will hold its monthly meeting on later that week.

Councilmember Aslan reported on a half-day Discover Flagstaff and Tourism Commission retreat focused on reviewing data and setting the vision for the year ahead.

Councilmember House shared that she also attended the Discover Flagstaff retreat virtually, announced the Housing Commission meeting scheduled for that week and noted that the Commission on Diversity Awareness meeting was cancelled due to lack of quorum but emphasized the commission's desire to be more actively involved in Council discussions on inclusion and community impact.

Vice Mayor Sweet reported that she attended the Northern Arizona Municipal Water Users Association meeting where they approved their budget and reviewed legislative positions. She shared that NACOG was down at the League participating in Legislative Day, and Mountain Line and MetroPlan continued their efforts to secure funding for US 180 safety improvements. She noted that Mayor Daggett is attending the Senate Appropriations Committee to speak in support of SB 1064 and funding for West Route 66.

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

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to appoint Caitlin Stewart to the Heritage Preservation Commission.

Vote: 6 - 0 - Unanimously

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

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Anthony Garcia to appoint David Merrell to the Building and Fire Code Board of Appeals.

Vote: 6 - 0 - Unanimously

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.

Vice Mayor Sweet pulled Items 7C and 7D for discussion.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to approve the Consent Agenda as presented with the exception of 7C and 7D.

Vote: 6 - 0 - Unanimously

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.

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.

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

Councilmember Garcia asked how the cooperative contract works. Housing Director Sarah Darr explained that the city used a cooperative purchasing agreement, which allows the city to rely on another agency's completed procurement process to identify a qualified contractor, while the contract itself is directly between the city and the vendor. The city remains fully responsible for administering the contract, ensuring the work is completed correctly, and overseeing inspections in coordination with Building Safety. She also confirmed that residents will be able to remain in their homes during the reroofing process and that no temporary relocation is required.

Councilmember Matthews raised a concern about the timing of the expenditure, noting that the Council recently approved bond funding for future redevelopment of the homes. Ms. Darr responded that the roofs are in need of immediate repair, while redevelopment is still in early stages and could be five to seven years away, with Brannen Homes likely being the second site to be rebuilt. Given the current conditions and long redevelopment timeline, she explained that addressing the roofing needs

now is necessary to protect residents and the housing stock in the interim.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Khara House to 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 authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

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

Councilmember House asked staff to provide a high-level explanation of Peregrine software and how the Police Department is using it.

Chief Information Officer CJ Perry explained that Peregrine is a data aggregation platform. Its primary purpose is to support the Police Department's transition from an aging dispatch and records system to a new system. As part of this upgrade, the department must retain all historical data for record-keeping and legal purposes. Peregrine allows the department to extract data from the old system, store it securely, and make it searchable, enabling the old system to be shut down while the new one is brought online.

Police Chief Sean Connolly highlighted an additional benefit related to officer wellness. The system can help break down data silos and tag high-stress or traumatic incidents, such as domestic violence calls involving injury. By tracking officer and dispatcher exposure to these incidents, Peregrine can function as an early warning system, flagging individuals who may be experiencing high cumulative stress. This allows leadership to proactively intervene and connect personnel with wellness resources, including counseling services currently used by both Police and Fire departments.

Councilmember Garcia asked whether this item would be reviewed by the upcoming Citizen Technology Task Force. Mr. Perry explained that this implementation was not initially intended for that group because it involves existing crime data and no new data collection or privacy impacts, only a change in platform.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Khara House to 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.

Vote: 6 - 0 - Unanimously

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.

Events and Marketing Manager Haley Reynolds provided a PowerPoint presentation that covered the following:

FOURTH OF JULY DRONE SHOW
2025 RECAP
2026 DRONE SHOW
CONTRACT DETAILS
OPTION 1 / OPTION 2

Council asked a series of questions regarding the proposed drone show, focusing on contract terms, attendance, viewing logistics, creativity, traffic, safety, and site selection.

Senior Procurement Specialist Josh Liman confirmed the vendor contract is renewable annually and can be terminated for convenience, ensuring the city is not locked into a long-term commitment.

Attendance estimates from last year placed approximately 15,000 spectators in the Buffalo Park/McMillan Mesa area, not including other informal viewing locations. The new Foxglenn Park location is expected to accommodate similar or increased attendance, with room for growth.

Viewing for the event will be centralized at Foxglenn Park, with the intent that spectators attend the event site rather than dispersing across multiple off-site viewing locations. Other nearby areas are not planned as viewing locations.

Council raised questions about creativity and originality of the drone show. Ms. Reynolds explained that the vendor allows the city to fully customize the show, including Flagstaff-specific imagery and themes. Last year's shared content was partly due to Independence Day timing, but future shows can be made entirely unique.

Traffic and parking were a major focus. Police Lieutenant Ryan Beckman shared that planning is ongoing and informed by lessons learned last year. Butler Avenue is expected to be closed for safety reasons, with reopening after the event considered but not guaranteed due to pedestrian safety concerns. Foxglenn Park will have no public on-site parking; lots will be reserved for event operations and emergency access.

Ms. Reynolds added that to address parking, they were exploring shuttle service through Mountain Line, pending an amendment to the intergovernmental agreement. Potential park-and-ride locations include large lots such as the mall and NAU. A free ticketing or reservation system is also being considered to manage expectations and prevent attendees from attempting to park at the site.

Staff reviewed alternative locations that were considered and rejected, including Coconino High School (used last year) and Continental Country Club Golf Course (rejected due to private ownership). Foxglenn was selected for its similar logistical profile but better proximity to major roads, allowing for more efficient ingress and egress.

Councilmembers asked about fire and safety risks related to drones. Ms. Reynolds stated drones pose minimal fire risk, do not use pyrotechnics, and can safely land in the event of a malfunction. The show can proceed regardless of fire restriction levels.

There was discussion of two layout options for the Foxglenn site. While staff initially leaned toward Option 1 for operational and emergency access reasons, several councilmembers expressed interest in Option 2 for increased viewing space. Council left the final decision to staff, in coordination with police and fire, to balance public viewing space with responder access and safety.

Ms. Reynolds shared that staff plans to return to Council in May with more detailed plans addressing traffic control, parking, shuttles, and event activation.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the Contract for Services in the amount of $122,500, annually, with Open Sky Productions, LLC and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

B. Consideration and Adoption of the Citywide Cost Recovery Policy

Management Services Director Rick Tadder provided a PowerPoint presentation that covered the following:

CITYWIDE COST RECOVERY POLICY
PURPOSE AND OBJECTIVES
COST RECOVERY FRAMEWORK
PERIODIC REVIEWS
DATA ELEMENTS FOR COST ANALYSIS
COST RECOVERY SCHEDULE
FEE REVIEW SCHEDULE

Council confirmed that approving the policy does not prevent future recommendations for fee or rate changes. Mr. Tadder confirmed and noted that staff will review all areas annually and bring any proposed adjustments to Council, with ranges provided for context and discussion. Final adoption of any changes remains with Council.

Ms. Keene thanked Mr. Tadder and Public Works Solid Waste staff for their flexibility and responsiveness, noting that moving up the solid waste fee review will be helpful for future discussions.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to approve the Citywide Cost Recovery Policy.

Vote: 6 - 0 - Unanimously

9. PUBLIC HEARING ITEMS

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.

Vice Mayor Sweet opened the public hearing.

Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

AMENDMENT TO ZONING CODE DIVISION 10-50.100 SIGN STANDARDS
SIGN STANDARDS
CITY'S PROPOSED ZONING CODE TEXT AMENDMENT
PURPOSE (SECTION 10-50.100.010)
GENERAL RESTRICTIONS AND REQUIREMENTS FOR ALL SIGNS (10-50.100.040)
PERMANENT SIGNS (10-50.100.050)
SUBSTANTIVE CHANGES MADE TO TABLE 10-50.100.050.A
STANDARDS FOR SPECIFIC SIGN TYPES
COMPREHENSIVE SIGN PROGRAMS (10-50.100.060)
SIGN DESIGN INCENTIVES (10-50.100.070)
PORTABLE AND/OR TEMPORARY SIGNS (10-50.100.080)
SIGN DISTRICTS OF SPECIAL DESIGNATIONS (10-50.100.090)
DEFINITIONS "S" (10-80.20.190)
STAFF RECOMMENDATION
PLANNING AND ZONING RECOMMENDATION

Councilmember House expressed appreciation for the amendments, noting that the updated process greatly simplifies approvals for temporary and marketing signage in multifamily housing projects. She highlighted her experience working directly in multifamily housing and emphasized that these changes will have a meaningful impact on communities providing housing in Flagstaff. Regarding Planning and Zoning Commission input, staff explained that there were only minor comments about temporary signage, with the overall vote being unanimous, though not all members were present.

Councilmember Aslan raised concerns about dark sky protections, emphasizing the importance of acknowledging Flagstaff's dark sky heritage in any signage and lighting regulations. Ms. Antol confirmed that existing dark sky provisions remain intact, with external lighting required to comply with the lighting code, internal signs needing opaque or dark backgrounds, and external lights shielded to prevent upward light scatter. A notable update allows simulated LED neon in place of traditional gaseous neon, primarily to reduce costs while maintaining the aesthetic value of neon signage, particularly for historic signs.

Other significant updates include changes in the Central Business District, where relief requirements for signs were reduced based on feedback from local businesses and sign companies to lower production costs. Signage allowances for multifamily buildings were also increased, moving from a

very minimal size to more practical dimensions. Throughout the amendment process, staff consulted with local sign companies, who were generally supportive of the simplified and clarified regulations.

Regarding billboards and nonconforming signs, staff noted that off-site signage and billboards are prohibited in Flagstaff, with all remaining billboards having been bought out by the city. Nonconforming signs retain grandfathered rights unless removed, and historic signs, such as the Monte Vista neon sign, can be designated as historic or cultural, which exempts them from the standard code. The allowance for simulated LED neon provides flexibility for such historic signs while ensuring compliance with preservation requirements.

There being no further comment Vice Mayor Sweet closed the public hearing.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-03 by title only.

Vote: 6 - 0 - Unanimously

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"

Moved by Councilmember Khara House, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2026-01 by title only for the first time.

Vote: 6 - 0 - Unanimously

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

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.

Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs and Deputy Fire Chief Mark Wilson provided a PowerPoint presentation that covered the following:

$4,000,000 A HUGE LIFT & GIFT
A REGIONAL ASSET
WILDLAND MANAGEMENT STATION
TRAINING CLASSROOM
BUILD TIME IS ESTIMATED AT 2-3 YEARS OUT

Ms. Keene took a moment to recognize the collaborative effort behind a major funding and grant success. The initiative began with legislative advocacy, with the city's State Lobbyist Brian Murray assisting in navigating agency funding opportunities. In addition to Council and city staff, external partners, including Coconino Community College President Heiser and the Flagstaff Chamber of Commerce, also played a significant role.

Council expressed appreciation for the extensive work that went into securing the funding, emphasizing the positive impact it will have on community safety, training capacity, and forest management. They acknowledged the exceptional reputation of Flagstaff's fire department and the professionalism of staff, noting that this achievement reflects a national standard of excellence.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Resolution No. 2026-05 by title only.

Vote: 6 - 0 - Unanimously

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Resolution No. 2026-05.

Vote: 6 - 0 - Unanimously

A break was held from 4:51 p.m. through 5:04 p.m.

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.

Support Services Section Director Allison Hughes explained that the agreement formalizes an existing partnership for dispatch services, ensuring consistent and coordinated communications while allowing the department to recover costs without adding staff or affecting service levels.

Council expressed support and appreciation for the work leading up to this point. They noted the long effort to get the agreement finalized and expressed excitement to see it moving forward. Councilmember Garcia acknowledged the county supervisors' role in facilitating the agreement, affirming support for the proposal.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to read Resolution No. 2026-06 by title only.

Vote: 6 - 0 - Unanimously

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

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2026-06.

Vote: 6 - 0 - Unanimously

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.

Deputy Chief Charles Hernandez presented information regarding a $280,500 grant from the Arizona Department of Public Safety to support the Flagstaff Police Department's investigations into serious and complex crimes with regional or cross-border connections. These include drug trafficking, human trafficking, smuggling, and offenses involving the sexual exploitation of children, including internet crimes and child sexual abuse material. He strongly emphasized that the grant will not be used for routine immigration or ICE enforcement.

Deputy Chief Hernandez further explained that $150,000 of the grant will support detective overtime and officers assigned to the Metro Multi-Agency Task Force, helping investigators manage heavy

caseloads without straining the city's general fund. An additional $35,000 will fund two unmarked hybrid investigative pickup trucks, replacing existing fleet vehicles. These trucks provide capacity for transporting personnel, equipment, and victims across rural and multi-jurisdictional areas, while aligning with Flagstaff's climate action goals.

Deputy Chief Hernandez clarified that only Flagstaff Police Department personnel will operate the vehicles, and the unmarked status is intended for surveillance and investigative support, not as primary enforcement vehicles. Surveillance operations are behavior-based and comply with legal and procedural standards.

Councilmember House asked about the use of vehicles for federal or state enforcement and the differentiation between border-related and immigration enforcement. Deputy Chief Hernandez confirmed that operations remain under local control and that the grant does not support immigration enforcement.

Councilmember Matthews inquired whether the department would cease investigations without the grant, and Deputy Chief Hernandez explained the grant enhances efficiency and reduces strain on the general fund but is not essential for continuing investigations.

Councilmember Aslan questioned whether the unmarked vehicles could be removed from the grant and whether the vehicles could be more visibly marked. Deputy Chief Hernandez explained the vehicles are required under grant specifications and are replacing existing vehicles.

Councilmember Garcia asked about intelligence gathering versus profiling and the department's control over operations involving state task forces. Deputy Chief Hernandez emphasized that surveillance is behavior-based, profiling is not conducted, and all operations remain under local control with no outside influence.

The following individuals addressed Council in opposition of the contract:

- Izaya "Clay" Emmanuel
- Chelsea Green
- Sean Parson
- Sarah Andrews

The following comments were received:

- Concerned that the grant could harm the community rather than build resilience.
- Fear that funding might be used to disrupt residents under the guise of addressing border-related crimes, potentially targeting immigrants or people of color.
- Noted prior experiences of harassment by federal enforcement and worry that unmarked law enforcement vehicles create fear among residents.
- Advocated for investment in community programs, job creation, and support for individuals impacted by drug use and poverty rather than punitive measures.
- Concerns about the transparency and oversight of the grant and related initiatives.
- There needs to be foresight to protect the community.
- Criticized reliance on large financial backers (Sequoia Capital, BlackRock, Vanguard) for related programs, suggesting conflict of interest or misalignment with community priorities.
- There is fear and mistrust within Flagstaff's immigrant community regarding the grant and law enforcement activities.
- The City Council should delay approval to allow for broader public engagement and dialogue.
- Concerned about expansion of police powers and civil liberties, referencing lessons from the 2020 protests after George Floyd's death.
- Urged careful consideration of the police's role in the community and the importance of transparent communication with vulnerable populations.
- There is nationwide patterns of violence and discrimination in immigration and border enforcement.
- Questioned the trustworthiness of policing outcomes, even for crimes like sex trafficking, due to prior events undermining community trust.
- Warned that accepting these funds and working with outside agencies could further marginalize

immigrant communities.
- Emphasized human rights and safety concerns over expansion of policing resources.
- Concerned about alignment of local law enforcement with federal enforcement, it is part of a broader authoritarian trend.
- Stressed constitutional and ethical obligations to avoid endorsing actions perceived as illegal or oppressive.
- Reject the grant to avoid contributing to systemic harm or fear in the community.

Councilmember Matthews emphasized that the conversation was being complicated by national debates and fears, but that the issue at hand was a local, budget-related matter. She asked if the city had previously utilized this grant. Deputy Chief Hernandez indicated that the city had utilized this grant funding and that it was intended to fund compensatory overtime for officers working additional hours addressing serious crimes, such as human trafficking, sex trafficking, drug offenses, and other victim-centered crimes. He further clarified that the grant would not expand the police fleet or add new personnel but merely replace aging unmarked vehicles.

Councilmember Matthews asked whether the grant contained any language that would allow federal border agencies to intervene in local policing. Deputy Chief Hernandez confirmed there was no such language: the funds must be used for the specific purposes requested in the grant, and any unused funds would have to be returned.

Councilmember Matthews stated that accepting the funds does not grant ICE or any federal agency a "green light" to conduct operations in Flagstaff and emphasized her commitment to protecting the most vulnerable populations, especially children.

Councilmember Spence inquired about neighboring communities, and Deputy Chief Hernandez explained that Coconino County had previously received this grant, which had originally been limited to sheriffs but was now open to municipalities.

Councilmember Aslan expressed strong reservations, acknowledging the merit of the grant but stating that the current national climate of covert federal operations and the use of unmarked vehicles made it difficult to support the initiative. He drew parallels to previous local debates, like the Flock issue, where public trust in law enforcement's covert operations had been a major concern, highlighting how national headlines can amplify community fear.

Several councilmembers sought to address those fears by focusing on the local realities of the grant. Police Chief Sean Connolly and Deputy Chief Hernandez repeatedly affirmed that the grant was strictly for addressing specific criminal activity, not enforcing immigration law. Acceptance of the grant would not alter local enforcement policies or target immigrants based on status. Chief Connolly explained the operational necessity of undercover and unmarked vehicles, comparing them to essential tools for safely investigating serious crimes, protecting officers, and safeguarding victims. He emphasized that these vehicles and resources would remain under local control, used solely for the crimes identified in the grant. Both Deputy Chief Hernandez and Chief Connolly shared personal perspectives, reflecting their commitment to the community, cultural sensitivity, and maintaining trust, particularly with marginalized populations, including the Hispanic and immigrant communities.

Councilmember Matthews stressed the importance of separating national fears from the local, specific purposes of the grant, noting that not approving the funds would force the city to divert general fund money to maintain operations. She highlighted that trust in the Chief and the department is based on their repeated assurances and public commitments to local policies.

Councilmember Spence voiced support, noting the grant would help prosecute and apprehend real criminals and that the use of unmarked vehicles is operationally justified.

Councilmembers House and Garcia acknowledged the difficulty of decoupling national concerns from local actions but affirmed that the Chief and Deputy Chief's transparency, personal integrity, and commitment to the community lessened those concerns. They also encouraged residents to focus on the shared priorities of community safety and protection of vulnerable populations, despite differing opinions on broader national issues.

Councilmember Aslan articulated a dissenting perspective, expressing discomfort with the optics of accepting federal-related funding and unmarked vehicles given the national climate. He framed his "no" vote as a response to public perception and community anxiety, not a critique of the department's intentions or integrity, highlighting the tension between operational necessity and maintaining public trust.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to read Resolution No. 2026-04 by title only.

Vote: 5 - 1

NAY: Councilmember Austin Aslan

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to adopt Resolution No. 2026-04.

Vote: 5 - 1

NAY: Councilmember Austin Aslan

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)

City Attorney Sterling Solomon explained that the resolution authorized an amendment to the 2016 Intergovernmental Agreement between the City of Flagstaff and the Arizona Department of Transportation. The original 10-year agreement is set to expire in 2026, and the amendment proposes a one-year extension to allow both parties to update and refine certain terms. This extension supports the city's long-term efforts to develop a Regional Water Supply Pipeline from Red Gap Branch to Flagstaff, including establishing a permit process with ADOT for the central path along I?40. The amendment ensures continued progress on the regional water project, with the expectation that a longer-term agreement will be brought back for consideration later in 2026.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Resolution No. 2026-07 by title only.

Councilmember Aslan noted his support for moving the resolution forward to keep the process on the Regional Water Supply project moving, while clarifying that this does not indicate a position on future decisions related to the project.

Vote: 6 - 0 - Unanimously

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

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2026-07.

Vote: 6 - 0 - Unanimously

11. DISCUSSION ITEMS

A. Inner Basin Waterline Restoration Project Awards Presentation

Grants, Contracts, and Emergency Management Director Stacey Brechler-Knaggs, Capital Improvement Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

INNER BASIN WATERLINE RESTORATION PROJECT
ARIZONA AWARDS
ARIZONA CHAPTER OF ASSOCIATED GENERAL CONTRACTORS (AGC)
ARIZONA TRANSPORTATION BUILDERS ASSOCIATION (ATB)
AZ WATER ASSOCIATION
ARIZONA CHAPTER OF AMERICAN COUNCIL OF ENGINEERING COMPANIES (ACEC)
REGIONAL AWARDS
ENGINEERING NEWS RECORD (ENR) SOUTHWEST EDITION
NATIONAL AWARDS
AMERICAN PUBLIC WORKS ASSOCIATION (APWA)
MEDIA EXPOSURE
VIDEO

Council expressed appreciation for the tremendous work that went into completing the project. They praised the teamwork, dedication, and efficiency of the entire team. They highlighted the impressive speed and quality of the work, the long-term positive impact on the community, and the successful collaboration with partners on additional benefits, like installing drinkers to support local wildlife during droughts. Council members acknowledged the effort involved and commended the recognitions received through the various awards.

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"

The following individuals addressed Council in support of the petition:

- Izaya "Clay" Emmanuel
- Chelsea Green
- Eric Descheenie

The following comments were received:

- Small community actions leading to larger change.
- The petition is a community-driven effort to stand against foreign intervention and wars.
- The diverse and multicultural nature of the local community demonstrates the need for projects that bring people together.
- Support the petition and continue with community-focused projects, such as infrastructure improvements.
- Symbolic actions at the local level matter, as they show dedication to community values.
- Fascism is extreme nationalism, suppression of democratic liberties, and pursuit of violence and expansion.
- Rejecting fascism locally matters, even symbolically, to set boundaries for acceptable behavior.
- There is a connection between local actions and global consequences.
- Criticized foreign interventions tied to capitalist interests and highlighting the moral and ethical implications of wars, including the US involvement in Venezuela.
- There are historical patterns of resource exploitation and parallels between U.S. treatment of

Native lands and foreign interventions, particularly in Venezuela.
- Dialogue about historical and current injustices and local engagement in global issues is so important.
- There is a need for consistent moral and ethical stances by local officials.

There was not requisite support to advance the petition to a future agenda.

13. OPEN CALL TO THE PUBLIC

None

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

Councilmember Aslan thanked the citizen petitioner for their activism, acknowledging the effort even though the petition did not meet his rubric for moving forward. He encouraged continued community engagement, highlighting the importance of harnessing energy and momentum for issues that can make a tangible difference.

Councilmember Garcia indicated that he would be attending the City Manager's Excellence Awards later that week.

Councilmember Matthews provided additional context on her position regarding the citizen petition. She explained that they are evaluated based on the potential for measurable impact and staff focus. She announced a temporary hold on her workforce housing incentive program FAIR item, pending coordination with ongoing regional plan initiatives. This pause is expected to last three to four months, after which the issue may be fully resolved.

The City Manager confirmed details of the City Manager Excellence Awards, noting that the ceremony will feature presentations by Assistant City Manager Shannon Anderson and Interim Deputy City Manager Kevin Fincel. It is an opportunity to recognize and celebrate the outstanding work of city staff.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held January 20, 2026, adjourned at 7:31 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 20, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of February, 2026

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 27, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Vice Mayor Sweet called the Work Session of the Flagstaff City Council held January 27, 2026, to order at 3:00 p.m.

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 work session, 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.

Present:	Miranda Sweet, Vice Mayor Austin Aslan, Councilmember Anthony Garcia, Councilmember Khara House, Councilmember Lori Matthews, Councilmember David Spence, Councilmember
Absent:	Becky Daggett, Mayor

Staff Present: City Manager Joanne Keene; City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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.

Dennis Givens stated that he was requesting several items to be discussed including revising the noise ordinance to fairly resolve conflicts between a bar and nearby homes, finding middle ground on the city's carbon-neutrality efforts, opposing a new hospital near Fort Tuthill County Park, expanding bus service to Kachina Village, and developing an affordable senior living complex with workforce housing, childcare, and a greenhouse.

Nadine Hart raised safety concerns about motorized vehicles and gas bikes on trails. She reported crashes involving juveniles, near-misses with her daughter and dog, and aggressive behavior in parks. She urged the city to increase awareness, enforce penalties, hold parents accountable, and consider speed limits or fines, citing examples from Las Vegas and Phoenix.

Gwen Groth emphasized valuing local history, particularly the Babbitt House, and stressed that growth involves more than money. She highlighted the tension between city codes and community interests, advocating for compromise, and noted recent support online for preserving the property.

Duffie Westheimer provided a brief history of the Babbitt family and highlighted their contributions to Flagstaff. She advocates for preserving the Babbitt House and provided other educational resources to learn more about the family,

Karen Malis-Clark stated her support for the city purchasing the downtown parcel, seeing it as a win-win that could preserve the Babbitt House. She emphasized learning from past decisions, shared her support with the Heritage Preservation Commission and company AllThrive, and urged the city not to demolish the house, noting the Babbitts' history of donating land for the community.

Nicholas Jones, with deep Flagstaff roots, highlighted the balance between development and preservation. He noted that while early FUTS system projects faced criticism, they are now valued, and warned that removing historic sites for short-term gain undermines the city's uniqueness and long-term sustainable economy.

Charlie Silver urged finding a creative solution to save the Babbitt House.

Alycia Hayes submitted a public comment in support of preserving the Babbitt House.

5. Review of Draft Agenda for the February 3, 2026 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None.

6. January Work Anniversaries

Assistant City Manager Shannon Anderson highlighted those employees who have work anniversaries in January.

City Manager Joanne Keene highlighted Assistant City Manager Shannon Anderson for 20 years of service.

Chief Galliard highlighted Firefighter Engineer Paramedic Corey Coplea for 25 years of service.

7. Recognition of work completed by Water Distribution Crew

Water Services Division Director Lee Williams and Field Operations Water Services Section Director Patrick O'Connor provided a PowerPoint presentation that covered the following:

WATER MAIN BREAK -- JANUARY 2026

Vice Mayor Sweet thanked staff for bringing the issue forward and completing the repair quickly.

Councilmember Garcia expressed appreciation for all the work and noted a desire to personally thank the contractor. He also inquired about funding for emergencies and emphasized the importance of ensuring the community knows funds are available for future incidents. Mr. O'Connor stated that funds are set aside for emergencies, including contingencies in the Capital Improvements Program, for situations like this.

Councilmember Spence asked whether the cause of the break had been determined. Mr. O'Connor explained that the water line pull had a different standard, and over time, the push-style joint came apart without evidence of a restraining device. When asked about the material, he confirmed it was asbestos cement, which is no longer used.

Councilmember House thanked the team for the rapid repair and frequent updates, noting appreciation from those impacted.

Councilmember Aslan asked about the frequency of breaks of this magnitude. Mr. O'Connor stated that breaks of this size are rare, with smaller breaks occurring about once a month, and anticipates fewer incidents as improvements continue.

Councilmember Matthews noted the opportunity to observe the repair work firsthand and praised the team for completing it quickly and effectively.

Karen Malis-Clark provided a written comment thanking City departments for their communications to residents.

8. Courtesy Snow Berm Relocation and Snow Hero Program Information

Sustainability Manager Steven Thompson and Parks Manager Gino Leoni provided a PowerPoint presentation that covered the following:

COURTESY BERM RELOCATION AND SNOW HERO PROGRAM DISCUSSION
COURTESY BERM RELOCATION PROGRAM -- OVERVIEW
ELIGIBILITY CRITERIA
HOW DOES PROSE MANAGE THIS PROCESS?
PROSE SNOW ASSIGNMENTS
PARKS SNOW ASSIGNMENTS
PARKS COURTESY BERM RELOCATION ASSIGNMENTS
SNOW HERO PROGRAM
TO REQUEST A SNOW HERO

TO BE A SNOW HERO
SNOW HERO PROGRAM
RECAP OF PROGRAMS
PROGRAM CONTACTS

Councilmember Matthews expressed appreciation for the programs, noting the positive impact on neighbors and children helping each other.

Councilmember Spence highlighted how the programs align with the City's mission statement and enhance overall quality of life.

Vice Mayor Sweet shared a personal reflection, recalling participating in the program during winter with the Mayor and acknowledging the hard work of neighbors helping neighbors.

Councilmember Garcia praised the community-focused and sustainability elements of the programs and inquired about communication methods for outreach, suggesting neighborhood associations as a potential channel. Mr. Leoni explained that communication for initiatives such as berm relocation comes through emails, mailers, and information posted on the City website.

Councilmember Garcia noted the value of word-of-mouth and expressed excitement for scaling the programs in the future. Mr. Thompson added that Code Compliance also helps with outreach, emphasizing that word-of-mouth remains highly effective, and noted plans to pursue additional contact with neighborhood associations.

9. Open Call to the Public

Tashanna Yazzie spoke in support of changing the name of Columbus Avenue, citing the historical impact on Native Americans. She noted that the current name is considered disrespectful and proposed the name Hozhóóne, meaning "beauty, harmony, and balance," reflecting her personal connection to Flagstaff.

Riley Shapia spoke in support of changing the name of Columbus Avenue, stating that the current name is inappropriate. He emphasized that, contrary to popular belief, the U.S. was already inhabited and claimed by Native Americans. He recommended the name Hozhóóne, which means "beautiful."

Anthony Watson, speaking on behalf of Flagstaff High School and the Native American Club, addressed the renaming of Columbus Avenue. He emphasized that keeping the current name perpetuates historical trauma and causes lasting harm to Indigenous people. He urged the Council to provide a letter of support for renaming and recommended choosing a name that reflects and honors the values of the Flagstaff community.

Ashlynn Arnold stated that she sits on the Indigenous People of Flagstaff Board and is in support of renaming Columbus Avenue. She requested the Council's support, including a letter to send to the state to update maps. She noted that the current name honors a figure who brought harm to the Americas and stated that the community does not stand for retaining it.

Aliyanna Esplain stated that she was also supportive about the name change.

City Manager Keene thanked the commenters and noted that the street name change is within the City's authority. She stated that the matter will be reviewed with staff and brought back to the Council for consideration.

Paige Autumn Collins, Hailey, Julia, Kenan Begay, Christine Odegaard, McKayla, Michele de la Rosa-John, and Valencia Timms provided written comment supporting the renaming of Columbus Street.

10. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Garcia shared updates on youth engagement, including teaching a motorcycle awareness class at Flagstaff High School. He noted an upcoming Community Development Block Grant community meeting to learn more about grants, a Fire Department awards ceremony later in the week, and a personal trip to the state capital to observe a bill change.

Councilmember Aslan expressed appreciation for the public comments received that afternoon. He stated that he had been contacted by members of the Latter-Day Saints community regarding the protection of dark skies and religious freedoms. He noted that he felt privileged to be part of those conversations.

Councilmember House thanked the young people who came forward to speak this evening and recommended that the topic of the street name change be expedited.

Vice Mayor Sweet attended the Coconino Center for the Arts Theatre unveiling, highlighted the new seating, and announced her appointment as Vice Chair of Mountain Line. She will also travel to Phoenix with Metro Plan Executive Director Kate Morley and Supervisor Geronimo Vazquez for a day of RTAC meetings.

Vice Mayor Sweet returned to a previously missed comment card during the second Open Call to the Public and welcomed up Brent Elmer who spoke regarding the Agassiz name change, noting that while Christopher Columbus is known for his voyages connecting the Old World with the New World, his legacy also includes the devastating impacts of disease, conquest, and the beginning of centuries of colonization. He stated his support for changing the name of Columbus Street.

City Manager Keene stated that while the City previously explored purchasing the north and south portions of the AllThrive property for sale on Humphrey's, it has since stepped back and discussions are ongoing. She wanted to clarify that the City did not propose the entirety of the site as a parking lot and intended to return for further design discussion. She reminded the Council and community that the February 5 budget retreat will provide an opportunity for staff to update Council, and the public is welcome to attend.

11. Adjournment

The meeting of the Flagstaff City Council held January 27, 2026, adjourned at 4:29 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, FEBRUARY 3, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
12:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Special Meeting to order at 12:01 p.m.

2. Roll Call

NOTE: One or more Councilmembers may be in attendance through other technological means.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Joanne Keene; City Attorney Sterling Solomon

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 7 - 0 - Unanimously

The City Council recessed into Executive Session at 12:07 p.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. §38-431.03(A)(3), (4), respectively

i. Legal advice and consideration regarding litigation against Desert Mountain Energy to file a new lawsuit against Desert Mountain Energy to enforce the City's contractual rights and protect the City's Red Gap Ranch water resource investments and water supplies from the risk of contamination by DME's helium extraction well; and b) continue litigating claims and counterclaims in City of Flagstaff v. Desert Mountain Energy, No. CV2020-00624 (Coconino Cnty. Super Ct.)

ii. Legal advice and consideration regarding Desert Mountain Energy current application, and other future application(s), for exemption from aquifer protection permit(s) in the State of Arizona, and legislation related to aquifer protection permits in the State of Arizona.

iii. Litigation Update.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, and discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1, pursuant to A.R.S. §38-431.03(A)(3), and (9), respectively

i. Legal advice regarding SB1070, and police response to immigration enforcement.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 2:29 p.m.

7. Mayor and Council possible direction regarding Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Councilmember David Spence to direct and authorize the City Attorney and/or designated City representatives to a) file a new lawsuit against Desert Mountain Energy to enforce the City's contractual rights and protect the City's Red Gap Ranch water resource investments and water supplies from the risk of contamination by DME's helium extraction well; and b) continue litigating claims and counterclaims in City of Flagstaff v. Desert Mountain Energy, No. CV2020-00624 (Coconino Cnty. Super Ct.).

Vote: 6 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to direct and authorize the City Attorney and/or designated City representatives to proceed as discussed in executive session regarding Desert Mountain Energy current application, and other future application(s), for exemption from aquifer protection permit(s) in the State of Arizona, and legislation related to aquifer protection permits in the State of Arizona.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to direct and authorize the City Attorney and/or designated City representatives to proceed as discussed in the executive session litigation update.

Vote: 6 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held February 3, 2026, adjourned at 2:31 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 3, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 17th day of February, 2026

_____

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Action on Liquor License Application: Rochan S. Goswami "Milton Mobil" 2020 S. Milton Rd, Series 009, Liquor Store, Owner Transfer

STAFF RECOMMENDED ACTION:

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 009 license Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. If approved, it will be one of 43 series 009 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on January 13, 2026, and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

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

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
Series 9 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

2/2/2026

Rochan S. Goswami
1690 N. Falcon Rd.
Flagstaff, AZ 86004
Rochanpatel@gmail.com

Dear Mr. Goswami,

Your application for a Series 009 (Liquor Store) Liquor License for Milton Mobil at 2020 S. Milton Rd. Flagstaff, AZ was posted on January 13, 2025, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **February 17, 2026, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on February 2, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

3. Should you wish to address Council about your application you are allotted time to do so after the staff presentation. You are not required to speak but we want to make you aware of the opportunity. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-001

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **January 8th, 2026**

RE: **New Application – Owner Transfer Series 09 (Liquor Store) Liquor License Application– Milton Mobil**

On January 8th, 2026, I initiated an investigation into an owner transfer for a Series 09 (Liquor Store) liquor license filed by Rochan Goswami (Agent, Controlling Person, Manager). This is for application number is 372294. It is for Milton Mobil, located at 2020 S Milton Rd, Flagstaff AZ 86001.

I conducted a query through local systems on Rochan Goswami. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and discovered historical violations from 2013 that resulted in warnings and appear fully resolved. It should be noted that these violations were from the previous owner and not Rochan Goswami. Rochan Goswami has 3 other active liquor licenses with no current violations.

I found evidence that the applicant have taken the mandatory liquor license training. This business is not located within 300 feet of a school.

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: January 8, 2026

Re: Application for Liquor License #372294
2020 S Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-24-003
Rochan S. Goswami on behalf of Milton Mobil

This application is a request for a new Series 9 Liquor Store liquor license by Rochan S. Goswami on behalf of Milton Mobil. This business is located within the Highway Commercial district. This district does allow for this use.

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

PURPOSE:
Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



2020 S. Milton Rd

0 0.01 0.01 0.03 0.04 0.06

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

1/30/2026 3:11 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: JWP Blvd. Extension Project - CMAR Design Phase Services Contract

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to J. Banicki Construction, Inc. for an amount not to exceed $198,760.00, which includes an $8,000.00 utility potholing contingency. The contract period is 365 calendar days.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the CMAR Design Phase Services Contract (the Contract) to J. Banicki Construction, Inc. will authorize an agreement for the CMAR design phase services to assist with the Design of the JWP Extension Project (the Project) in coordination with Peak Engineering, Inc. and ultimately develop a Guaranteed Maximum Price (GMP) for construction.
- J. Banicki Construction, Inc. (Banicki Construction) was selected through a Qualifications-Based selection process.
- The design of the Project is anticipated to be completed in Fall 2026.
- The first GMP for grading is anticipated to be presented to Council in Spring 2026.
- Pending approval by Council, construction of the Project is anticipated to begin in Fall 2026 and completion anticipated in Fall 2028 (2 construction seasons).
- Please refer to the attached context and vicinity maps.

Financial Impact:

The funding for the design phase services of the JWP Extension Project Contract will come from Transportation Tax, Proposition 419 funding in the amount of $198,760.00. The Fourth Street/JWP Extension budget allocation has $8,750,000 for FY2025-26. Funds for this contract will come from account 048-10-117-3369-6.

Policy Impact:

No impact.

Previous Council Decision or Community Discussion:

The JW Powell Extension Project has been before City Council sixteen times in the past nine years.

- *25 October 2016* **(Council Work Session)** - Discussion on Infrastructure and Public

Facilities Planning and Engineering in the John Wesley Powell Boulevard area.

- *6 February 2018* **(Council Meeting)** - Award of contract to Peak Engineering for design and planning services.
- *24 April 2020* **(Council Budget Retreat)** - JW Powell Blvd Extension discussed during the Capital Programming update.
- *27 October 2020* **(Council Work Session)** -- Land Use Framework and engineering design update shared for the original alignment.
- *5 October 2021* **(Council Meeting)** -- Project update and Change Order 4 approved by Council.
- *31 March 2022* **(Five-Year Summary Retreat)** -- JW Powell Blvd Extension discussed in project prioritization.
- *22 April 2022* **(Council Budget Retreat)** -- JW Powell Blvd Extension discussed during the Capital Programming update.
- *28 June 2022* **(Council Meeting)** -- Council direction sought on proposed alignment for new roadway.
- *7 July 2022* **(Council Meeting)** -- Council finalized proposed alignment for new roadway.
- 30 May 2023 **(Council Meeting)** -- Project update and discussion on Specific Plan and Scope of Change Order 5.
- *9 April 2024* **(Council Meeting)** -- Project update.
- *8 October 2024* **(Council Meeting)** -- Project update.
- *3 December 2024* **(Council Meeting)** -- Approvals of Development Agreements with Little America, JP325, LLC, STL405, LLC, Kelly J. and Christy R. Gibson for the construction of JWP across their properties and the 1st Amendment to Canyon Del Rio Development Agreement regarding the JWP extension.
- *1 July 2025* **(Council Meeting)** -- Change Order 7 for Engineering Design.
- 23 September 2025 **(Council Meeting)** -- JWP Planning and Engineering Update
- 17 February 2026 **(Council Meeting)** -- JWP CMAR Design Phase Services

Project Background and Community Outreach:

On 20 February 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities and public facilities (schools, fire/police stations, libraries, parks, etc.).

In November 2018, voters approved Proposition 419 which allocated a proportional share of funding for roadway and bike and pedestrian improvements along the future John Wesley Powell Boulevard extension.

On 27 October 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework.

On 28 January 2021, the JW Powell Design Team conducted a corporate meeting with the small-parcel property owners and consequential one-on-one meetings with small-parcel property owners who requested to meet regarding specifics to their respective parcels.

Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners individually.

On 28 June and 7 July 2022, City Council, along with copious community input, selected the final alignment for the new JWP roadway extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

On 3 December 2024, City Council approved three separate development agreements to secure the location of the JWP extension.

On 14 May 2025, the City of Flagstaff held a second Open House for the general public, following up on the initial April meeting to gather feedback from property owners. This Open House followed the same format, with stations on

the specific plan process, transportation, land use, housing, and services, trails, and open space and wildlife staffed by project team members and topic experts. Feedback from these meetings has informed the plan's content. It is anticipated that the draft plan will be made publicly available late spring 2026 for review and comment and staff will present the draft plan to various commissions including the Transportation Commission and the Open Space Commission, and to various community groups. After public feedback has been incorporated as appropriate, the plan will go to Planning and Zoning Commission for recommendation of approval and then to City Council for final adoption. It is anticipated that final adoption will occur in winter 2026 or early spring 2027.

Options and Alternatives to Recommended Action:

1. Approve the Construction Manager At Risk (CMAR) Design Phase Services Contract to J. Banicki Construction, Inc. for an amount not to exceed $198,760.00 for 365 calendar days; or
2. Reject the contract, which will delay the project and likely impact the development agreements with property owners.

Background and History:
Procurement staff developed a Request for Statement of Qualifications (RSOQ) solicitation for CMAR Design and Construction Phase Service and published it in the Arizona Daily Sun on 8 November and 18 November 2025 and posted the RSOQ to the City of Flagstaff's solicitation website PlanetBids on 1 November 2025. On 4 December 2025, the City received seven Statements of Qualifications (SOQs) from applying contracting firms. A five-member Selection Committee of City staff, an external engineer, and an external contractor reviewed and evaluated the statements and conducted interviews with the three companies. The scoring from the statement of qualifications brought the ree highest scoring firms forward to the interview/discussion process. Scoring from the SOQ evaluations was not included in the interview scoring. The scores from interview/discussion process were the determination for the choice of award request. Based upon the numerical scoring of the interviews, the Selection Committee identified the most qualified firm to perform the CMAR design and construction phase services for the Project and recommended commencing negotiations for a scope and fee proposal to be provided by Banicki Construction. The evaluation results are as followed:

1st J. Banicki Construction
2nd Hunter Contracting
3rd Eagle Mountain Construction

As per the RSOQ, Banicki Construction will be expected to enter into separate Design and Construction Phase Services Agreements, holding the Construction Phase Services Agreement until their GMP for the Project is successfully negotiated and approved by Council.

Banicki Construction's SOQ and interview demonstrated a clear recognition of the knowledge and experience of coordinating with the City's Engineering Professional to develop a design and perform the construction of a complex sequence of improvements within a complex floodplain and unadulterated forest, as well as understanding the schedule requirements for completing the improvements including coordination with developers who will be constructing JWP on either side of the City's section of the roadway.

Connection to PBB Priorities and Objectives:
Sustainable and Innovation Infrastructure

- Provide, manage, and maintain effective infrastructure for multimodal and active transportation
- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:
Region Plan Goal -- Environmentally Sensitive Lands Goals and Policies
Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process

Connection to Carbon Neutrality Plan:

DD-2

Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages

IR-2

Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs

Connection to 10-Year Housing Plan:

The JWP Extension Project will open the southeastern portion of Flagstaff to many new housing opportunities.

Connection to Division Specific Plan:

None

Attachments:

Design Phase Contract 2026-39
Context Map
Vicinity Map
CMAR Proposal

City of Flagstaff, Arizona

J.W. Powell Blvd. Extension Project

CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES

Agreement No. 2026-39

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City of Flagstaff, Arizona
J.W. Powell Blvd. Extension Project

CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES

Agreement No. 2026-39

This Design Phase Services Agreement ("Agreement"), made and entered by and between City of Flagstaff, a political subdivision of the State of Arizona ("Owner") and J Banicki Construction Inc, an Arizona C Corporation, hereinafter designated the ("Construction Manager at Risk" or "CMAR) is entered into on this ___ day of _____, 20___.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the J.W. Powell Blvd. Extension Project, as more fully described in Exhibit "A" ("Project".)

C. To undertake the construction administration of the Project, the Owner has entered into separate agreement(s) with Peak Engineering ("Design Professional(s)").

D. CMAR has represented to the Owner the ability to provide design phase services the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and design and/or provide preconstruction services for the Project.

E. At the end of the design phase, at the Owner's discretion, the Owner may enter into a separate Construction Phase Services Agreement with CMAR for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

ARTICLE 1 - TERMS AND DEFINITIONS

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time; or other modifications of other Agreement terms.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the Design Phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom. Additionally, Work performed under this category may include preconstruction services.

"Design Professional(s)" - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but "not for construction". Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

"Guaranteed Maximum Price" ("GMP)" - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to this Agreement.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The design phase services team consisting of the Design Professional(s), CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Schedule of Values (SOV)" - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in

accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 - BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 CMAR, to further the interests of the Owner, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the Owner, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

2.1.2 Program Evaluation. As a participating member of the Project Team, CMAR shall provide to the Owner and Design Professional(s) a written evaluation of the Owner's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings. CMAR shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 CMAR shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify the Owner in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost models, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 CMAR, when requested by the Owner, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 CMAR may**,** and at the written request of the Owner, shall prepare a Construction Management Plan ("CMP"), which, at the written request of the Owner, shall include CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost models and basis of the GMP Proposal, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 CMAR may, and at the written request of the Owner, shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the Owner shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the Owner, Design Professional(s) or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the Owner.

2.3 PROJECT MASTER SCHEDULE

2.3.1 The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the Owner. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the Owner. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.

2.3.2. The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the CPM.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the CPM diagram schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

2.3.2.7 The schedule shall include a CPM activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" Exhibit "D" attached, and the explanatory paragraphs attached thereto.

2.3.3 The Project Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

2.3.4.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the Owner-caused delays on the Project may be offset by Owner-caused time savings (e.g., CPM Submittals returned in less time than allowed by the Agreement, approval of substitution

requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule shall be updated and maintained by CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 If phased construction is deemed appropriate and the Owner and Design Professional(s) approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost models, GMP Proposals and/or the Project Master Schedule.

2.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.

2.4.3 CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.

2.4.4 CMAR shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews. CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Bidability Reviews. CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.

2.4.4.3 Results of the reviews shall be provided to the Owner in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the Owner, CMAR shall meet with the Owner and Design Professional(s) to discuss any findings and review reports.

2.4.4.4 CMAR’s reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional(s) and not CMAR.

2.4.5 Notification of Variance or Deficiency. It is CMAR’s responsibility to assist the Design Professional(s) in ascertaining that, in CMAR’s professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional(s) and Owner in writing, describing the apparent variance or deficiency. However, the Design Professional(s) is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations. The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR in cooperation with the Design Professional(s) shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional(s) shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost models and any GMP Proposals.

2.5 COST MODEL

2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the

documents for the various phases of design, CMAR shall develop a detailed Cost Model for the entire Project for review by the Owner and the Design Professional(s). The Cost Model shall be prepared in a format agreed upon in advance by the Owner and the CMAR. It will be based on the Design Professional(s)' list of standard pay items.

2.5.2 During the review period, the Cost Model will be compared with the estimates prepared by the CMAR and the Owner. The Design Professional(s) and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the Owner shall make the final determination. Once approved by the Owner, the Cost Model will be continually updated and kept current as the design progresses throughout the Design Phase until a GMP is agreed upon by both the CMAR and the Owner.

2.5.3 The Cost Model shall not include the CMAR's Design Phase fee, sums due to CMAR, the cost of land, right of way, or other costs which are the responsibility of the Owner. The CMAR shall communicate to the Project Team any assumptions made in preparing the Cost Model.

2.5.4 Each Cost Model submitted shall be accompanied by backup documentation which shall include, but not be limited to the following:

2.5.4.1 Unit prices and quantity take-offs using the Design Professional(s)' standard pay items;

2.5.4.2 Details of all allowances and unit price work shown and specified in the detailed design documents;

2.5.4.3 Include a list of all assumptions and description and breakdown of all allowances;

2.5.4.4 Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost;

2.5.4.5 Copies of quotations from subcontractors and suppliers;

2.5.4.6 Portion of the work to be performed by subcontractors including subcontractors overhead and profit;

2.5.4.7 Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work;

2.5.4.8 All fixed equipment, site improvements, utility and equipment installations;

2.5.4.9 Project overhead;

2.5.4.10 Allocated general and administrative expenses;

2.5.4.11 Bonds, taxes, insurance;

2.5.4.12 The CMAR's profit; and

2.5.4.13 Memoranda, narratives, reports, and all other information included by the CMAR to arrive at the price shown in the Cost Model or GMP.

2.5.5 If any Cost Model submitted to the Owner exceeds previously accepted Cost Models or

the Owner's Project budget, CMAR shall make appropriate recommendations on methods and materials to the Owner and Design Professional(s) that CMAR believes shall bring the Project back into the Project budget.

2.5.6 In between these milestone estimates, CMAR shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the Owner and Design Professional(s) informed as to the major trend changes in costs relative to the Owner's budget.

2.5.7 If requested by the Owner, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the Owner in the financing process.

2.6 *SECTION LEFT INTENTIONALLY BLANK*

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the Owner and utilizing the formulas as shown in Exhibit "C" attached. The Owner may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current update/revised cost model at the time of the request and shall include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.

2.7.2 The Contract Price is the sum of the GMP and the Owner's Contingency. The Contract Price is comprised of the following actual costs and is a not-to-exceed, reimbursable amount.

2.7.2.1 The General Conditions will be included in the GMP as a not-to-exceed, reimbursable amount paid for on actual costs based on submitted and approved invoices.

2.7.2.2 The Construction Fee is a firm fixed lump sum and shall be paid monthly in accordance with the percentage of completion of the work.

2.7.2.3 Bonds are actual costs and are a not-to-exceed reimbursable amount.

2.7.2.4 Insurance is actual costs and is a not-to-exceed reimbursable amount.

2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

2.7.2.6 CMAR's Contingency is an amount CMAR may use at its sole discretion for increases in the Cost of the Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner, and for increases in General Condition Costs with written approval of the Owner. CMAR's Contingency shall be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction

Fees, Bonds, Insurance, and Sales Tax. CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for Owner review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The Owner has the authority to reject any use of the CMAR's Contingency if the Owner believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

2.7.2.7 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by the CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds Insurance, and Sales Tax.

2.7.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

2.7.4 CMAR, in preparing any GMP Proposal, shall obtain from the Design Professional(s), three (3) sets of signed, sealed, and dated plans and specifications (including all addenda). CMAR shall prepare its GMP in accordance with the Owner's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Owner's Representative, keep one set and return the third set to the Design Professional(s).

2.7.5 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.

2.7.6 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a CPM with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.

2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project, shall revert to the Owner.

2.7.8 GMP Proposal(s) Review and Approval Process

2.7.8.1 The Owner may request a GMP from CMAR at any time during the performance of the design phase services. It is the Owner's expectation that the GMP shall not exceed the Owner-stated Project budget.

2.7.8.2 CMAR shall meet with the Owner and Design Professional(s) to review the GMP Proposal(s) and the written statement of its basis. In the event the Owner or Design Professional(s) discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

2.7.8.3 CMAR's detailed cost model and GMP shall be reviewed by the Design Professional(s) and the Owner for reasonableness and compatibility with the Owner's Project and the Owner's budget. CMAR shall provide a response to the Design Professional(s) and

Owner's questions and an explanation of differences between the Owner's Project budget and CMAR's cost model and corresponding GMP. Owner may require that such responses and explanations be submitted in writing. CMAR, Owner and Design Professional(s) shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.

2.7.8.4 If the GMP exceeds the Owner's Project budget, the Owner reserves the right to direct CMAR (and CMAR shall) work in conjunction with the Design Professional(s) to assist in the redesign of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:

2.7.8.4.1 After direction from the Owner, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional(s) in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.

2.7.8.4.2 CMAR shall develop and provide to the Owner a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.

2.7.8.4.3 CMAR shall analyze the Design Professional(s)' original submittal and as altered and redrafted Construction Documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

2.7.8.4.4 CMAR shall perform the work set forth in this Agreement without additional compensation.

2.7.8.4.5 The Owner, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third-party for review and verification.

2.7.8.4 If the GMP Proposal is greater than the third-party estimate or if the Owner, for some other stated reason may desire, the Owner may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third-party's estimate for the cost of Work as part of its GMP Proposal or present a report within seven (7) days of a written request by the Owner for such a report identifying, explaining, and substantiating the differences and/or explaining other concerns the Owner may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the Owner.

2.7.8.5 If during the review and negotiation of GMP Proposals design changes are required, the Owner shall authorize and cause the Design Professional(s) to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional(s) and Owner in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7.8.6 After final submission of the GMP Proposal, the Owner may do any of the following:

2.7.8.7.1 Accept the CMAR original or revised GMP Proposal, if within the Owner's budget, without comment;

2.7.8.7.2 Accept the CMAR original or revised GMP Proposal that exceeds the Owner's budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or

2.7.8.7.3 Reject the CMAR original or revised GMP Proposal in which event, the Owner may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase services associated with the scope of Work reflected in the GMP Proposal.

2.7.8.7 Upon acceptance by the Owner of a GMP Proposal, the Owner shall prepare, and CMAR shall execute, the Owner's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CMAR shall provide to the Procurement Section a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTORS AND MAJOR SUPPLIERS SELECTION

2.8.1 There are three (3) ways to select Subcontractors and Major Suppliers prior to submission of any GMP Proposal. They are:

2.8.1.1 A combination of qualifications and price derived through competitive bidding.

2.8.1.2 Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the Owner's best interest.

2.8.1.3 Absent special circumstances documented in writing by CMAR as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and Major Suppliers. The Owner has the sole discretion as to whether to allow the purely qualitative selection of Subcontractors and Major Suppliers. In any event, CMAR shall ensure compliance with A.R.S. § 34-603 et seq.

2.8.2 The Owner may approve the selection of Subcontractors and Major Suppliers based only on their qualifications when CMAR can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.

2.8.2.1 A purely qualification-based selection of Subcontractors and Major Suppliers shall only occur prior to the submittal of any applicable GMP Proposal.

2.8.2.2 CMAR shall prepare a Subcontractor and Supplier selection plan and submit the plan to the Owner for approval. CMAR shall apply the plan in the evaluation of the qualifications of Subcontractors and Major Suppliers and provide the Owner with its review and recommendation.

2.8.2.3 CMAR shall obtain Owner approval of the selected Subcontractors and Major Suppliers. If CMAR is to self-perform under this alternative, CMAR shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CMAR shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The Owner shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.

2.8.2.4 CMAR shall negotiate costs for services/supplies from each of the Subcontractors and Major Suppliers selected under this method.

2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors and Major Suppliers selected under this method, CMAR shall then prepare a report for the Owner's approval identifying the recommended Subcontractors and Major Suppliers for each category of the Work to be performed. The report shall be in a format approved by the Owner's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the Owner's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.

2.8.3 In all other cases, CMAR shall select Subcontractors and Major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CMAR shall ensure that any such process is fully compliant with Arizona law.

2.8.3.1 CMAR shall develop the interest of Subcontractors and Major Suppliers, submit the names of a minimum of three (3) qualified Subcontractors and Major Suppliers selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the Owner and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors or Major Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by the Owner to submit less than three (3) names. Without prior written approval by the Owner, no change in the Owner-approved Subcontractors shall be allowed.

2.8.3.2 If CMAR desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in this Agreement.

2.8.3.3 If the Owner objects to any nominated Subcontractors and Major Suppliers to any nominated self-performed Work for good reason, CMAR shall nominate substitute Subcontractors or Major Suppliers.

2.8.3.4 CMAR shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors and Major Suppliers.

2.8.3.5 CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractors' and Major Suppliers' bids shall be done with the Owner representative in attendance to observe and witness the process. CMAR shall resolve any Subcontractors' or Major Suppliers' bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.

2.8.4 Upon completion of the Subcontractors or Major Suppliers' selection process, CMAR shall submit a summary report to the Owner of the entire Subcontractor selection process, including, the selected Subcontractors for each category of Work. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law.

2.8.5 The selected Subcontractors and Major Suppliers shall provide a schedule of values, which shall be used to create the overall Project schedule of values.

2.8.6 CMAR shall contract with only Subcontractors and Major Suppliers who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.

2.8.7 Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the Subcontractor's and Major Supplier's services are reasonable and a prudent use of public funds.

2.8.8 Regardless of the selection procedure, and in any case, CMAR is solely responsible for the cost and performance of the selected Subcontractors and Major Suppliers. The Owner's approvals under this Agreement are not, and shall not, be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 - PERIOD OF SERVICES

3.1 The design phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the Owner.

3.1.1 If CMAR fails to adhere to the approved Project Master Schedule, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the Owner, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 - CONTRACT PRICE AND PAYMENTS

4.1 CONTRACT PRICE

4.1.1 The Owner shall pay CMAR a Contract Price for the design phase services Work as proposed by CMAR and accepted by the Owner:

Design Phase Services	$ 198,760.00
Additional services and allowances, as described in Section 4.3:	
Reimbursable Expenses	N/A
Total Design Phase Services Agreement Contract Price Not to Exceed	$ 198,760.00

4.2 PAYMENTS

4.2.1 Requests for monthly payments by CMAR for design phase services shall be submitted on the Owner's "Contract Payment Request" form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.2.2 Fees for CMAR and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit "B" attached hereto.

4.2.3 CMAR shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CMAR has received payment for those services from the Owner.

4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the Owner during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

4.2.5 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

4.2.7 In no event shall the Owner pay more than ninety percent (90%) of the Contract Price until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR may be required to provide services in excess of those identified in this Agreement. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by the Owner, in writing, prior to the delivery of said services. There shall be no payment by the Owner for any additional services provided prior to or without the written request of the Owner for said services.

4.3.2 When authorized by the Owner, CMAR shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

4.3.2.1 Reasonable charges for air transportation (not to exceed standard coach rates), ground

travel (for automobile rental, taxi, parking, etc. not to exceed $50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of $45) shall be reimbursed. CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed $0.00 without further approval of the Owner.

4.3.2.2 Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the Owner. The cost of such service shall not exceed **$0.00** (reimbursable allowance) without further approval by the Owner.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 The Owner, at no cost to CMAR, shall furnish the following information:

5.1.1 One (1) copy of data the Owner determines pertinent to the work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the person designated to be the Owner's representative during the term of this Agreement. The Owner's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the Owner on any aspect of the work or Deliverables shall be directed to the Owner's Representative.

5.2 The Owner additionally shall:

5.2.1 Contract separately, with one or more Design Professional(s), to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional(s) shall be provided to CMAR for its information. CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the Owner and Design Professional(s).

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by the Owner.

5.2.3 Provide CMAR with adequate information in its possession or control regarding the Owner's requirements for the Project.

5.2.4 Give prompt written notice to CMAR when the Owner becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.

5.3 The Owner's Representative shall have authority to approve the Project Budget and

Project Master Schedule and render decisions and furnish information the Owner's Representative deems appropriate to CMAR.

ARTICLE 6 - AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 Owner Ownership of Project Documents. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the Owner and are to be delivered to the Owner's Representative before the final payment is made to CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CMAR, which consent CMAR shall not unreasonably withhold, the Owner agrees to hold CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Owner's alteration, modification or adaptation of the Project Documents.

6.1.2 CMAR to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CMAR, its Subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CMAR.

6.1.3 License to Owner for Reasonable Use. CMAR hereby grants, and shall require its Subcontractors to grant, a license to the Owner, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works as guided by this Agreement.

6.1.4 Documents to Bear Seal. When applicable and required by state law, CMAR and its Subcontractors shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.

6.1.5 Records Inspection. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement.

6.1.6 Record Retention. CMAR shall comply with the Owner's record retention policy regarding all records associated with the Project. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

6.2.1 CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the Owner as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CMAR to the extent that such willful or negligent errors, omissions and acts fall below the

standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The fact that the Owner has accepted or approved CMAR's Work or Deliverables shall in no way relieve CMAR of any of its responsibilities under this Agreement, nor does this requirement to correct the Work or Deliverables constitute a waiver of any claims or damages otherwise available by law or this Agreement to the Owner. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional(s).

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the Owner. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the Owner and CMAR. Such Change Order or Amendment shall not be effective until approved by the Owner.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done, or materials furnished, by CMAR shall be allowed by Owner except as provided herein, nor shall CMAR do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CMAR without such prior written authorization shall be at CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in this Agreement, data ("Data") means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CMAR in the performance of this Agreement.

6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CMAR in connection with CMAR's performance of this Agreement is confidential and proprietary information belonging to the Owner.

6.4.3 CMAR shall not divulge Data to any third party without prior written consent of the Owner. CMAR shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:

6.4.3.1 Data, which was known to CMAR prior to its performance under this Agreement unless such data was acquired in connection with work performed for the Owner;

6.4.3.2 Data which was acquired by CMAR in its performance under this Agreement and which was disclosed to CMAR by a third party, who to the best of CMAR's knowledge and belief, had the legal right to make such disclosure and CMAR is not otherwise required to hold

such data in confidence; or

6.4.3.3 Data which is required to be disclosed by CMAR by virtue of law, regulation, or court.

6.4.4 In the event CMAR is required or requested to disclose Data to a third party, or any other information to which CMAR became privy because of any other Agreement with the Owner, CMAR shall first notify the Owner as set forth in this Article of the request or demand for the Data. CMAR shall timely give the Owner sufficient facts, such that the Owner can have a meaningful opportunity to either first give its consent or take such action that the Owner may deem appropriate to protect such Data or other information from disclosure.

6.4.5 CMAR, unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the Owner, shall promptly deliver, as set forth in this section, a copy of all Data to the Owner. All Data shall continue to be subject to the confidentiality agreements of this Agreement.

6.4.6 CMAR assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the Owner if any of the provisions of this section are violated by CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverables under this Agreement, CMAR shall submit to the Owner, an organization chart for CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the Owner's Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the Owner hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CMAR desires to change such key personnel from performing such services under this Agreement, CMAR shall submit the qualifications of the proposed substituted personnel to the Owner for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 CMAR shall maintain an adequate number of competent and qualified persons, as determined by the Owner, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the Owner objects, with reasonable cause, to any of CMAR's staff, CMAR shall take prompt corrective action acceptable to the Owner and, if required, remove such personnel from the Project and replace with new personnel acceptable to the Owner.

6.6 INDEPENDENT CONTRACTOR

6.6.1 CMAR is and shall be an independent contractor and whatever measure of control the Owner exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the Work only. No provision in this Agreement shall give, or be construed to give, the Owner the right to direct CMAR as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONTRACTORS

6.7.1 Prior to beginning the work or Deliverables, CMAR shall furnish, for the Owner's approval, the names of all Subcontractors to be used on this Project. All subsequent changes shall be subject to the approval of the Owner.

6.8 TERMINATION

6.8.1 The Owner and CMAR hereby agree to the full performance of the covenants contained herein, except that the Owner reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement or terminate any portion of the Project for which services have been performed by CMAR.

6.8.2 In the event the Owner terminates any or all of the services or any part of the services as herein provided, the Owner shall so notify CMAR in writing, and CMAR shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.

6.8.3 CMAR, upon such termination, shall promptly deliver to the Owner all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the Owner.

6.8.4 CMAR shall appraise the Work completed and submit an appraisal to the Owner for evaluation. The Owner shall have the right to inspect CMAR's Work or Deliverables to appraise the Work completed.

6.8.5 CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with this Agreement and shall be an amount mutually agreed upon by CMAR and the Owner. The Owner shall make the final payment within sixty (60) days after CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.9.2 CMAR and the Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and the Owner's Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and the Owner's Representative, CMAR's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

6.9.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6.10 WITHHOLDING PAYMENT

6.10.1 The Owner reserves the right to withhold funds from the Owner's progress payments up to the amount equal to the claims the Owner may have against CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Agreement and any Change Orders. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if, upon audit of CMAR's records, the audit discloses that CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CMAR shall include a provision identifying that generally recognized accounting practices shall be included in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if the above provision is not included in Subconsultant, Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CMAR agrees to defend, indemnify and hold harmless the Owner, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CMAR related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CMAR shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Notices or demands required to be given under this Agreement, may be given in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

Mike Abram – President
J Banicki Construction
4720 E Cotton Gin Loop Suite 240
Phoenix, Az 85040
Phone: 602-390-1243
Email: MAbraham@Banicki.com

to Owner:

David Pedersen – Project Manager Senior Lead
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ, 86001
Phone: 928-213-2677
Email: DPedersen@flagstaffaz.gov

With a copy to:

Emily Markel, Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ, 86001
Phone: 928-213-2276
Email: EMarkel@flagstaffaz.gov

With a copy to Design Professionals:

Julie Leid, P.E. – Principal – Project Manager
201 E. Birch Avenue, Suite 3
Flagstaff, AZ 86001
Phone: 928-774-4046
Email: julie@peakegr.com

Or to other such place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the Owner to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CMAR shall provide written notice to the Owner of any work or services performed by CMAR for third-parties that may involve or be associated with any real property or personal property owned or leased by the Owner. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CMAR for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown – Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ, 86001
Phone: 928-213-2277
Email: PBrown@flagstaffaz.gov

6.15.2 Actions considered to be adverse to the Owner under this Agreement include but are not limited to:

6.15.2.1 Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the Owner;

6.15.2.2 Filing a notice of claim or lawsuit against the City of Flagstaff, testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City of Flagstaff; or

6.15.2.3 Using Data to produce income for CMAR or its employees independently of performing the services under this Agreement, without the prior written consent of the Owner.

6.15.3 CMAR represents that except for those persons, entities and projects previously identified in writing to the Owner, the services to be performed by CMAR under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the Owner.

6.15.4 CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

6.16.1 Prior to award of this Agreement, CMAR shall provide to the Procurement Section, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

6.17.1 The Owner and CMAR and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor CMAR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any contractual relationship be created or be construed to be created as between any third party and the Owner. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

6.18 FORCE MAJEURE

6.18.1 The parties acknowledge that there may be events that occur during the term of this Agreement that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Agreement. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Agreement.

6.18.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred because of such events.

6.18.3 The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

6.19 COVENANT AGAINST CONTINGENT FEES

6.19.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the Owner has any interest, financially, or otherwise, in CMAR. The Owner shall in the event of the breach or violation of this warranty, have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.20 NON-WAIVER PROVISION

6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Agreement or

to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the Owner and CMAR. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and CMAR and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CMAR agrees to provide the Owner such other duly executed documents as may be reasonably requested by the Owner to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable Owner codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.30.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the Owner pursuant to the provisions of A.R.S. Section 38-511.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1 Any plans or specifications received by CMAR regarding the Project are for official use only. CMAR may not share them with others except as required to fulfill Agreement obligations with the Owner.

6.32 NO BOYCOTT OF ISRAEL

6.32.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement 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 Agreement, will not engage in a boycott of Israel.

6.33 FORCED LABOR OF ETHNIC UYGHURS

6.33.1 Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq..

ARTICLE 7 - INSURANCE

CMAR shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CMAR shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CMAR is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR shall provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

General Aggregate/per project	$2,000,000/$1,000,000
Products-Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident	$1,000,000

for Bodily Injury and Property Damage

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

7.1.1.3 Workers Compensation and Employers Liability

CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

7.1.2 Self-Insured Retentions

Any self-insured retentions and deductibles greater than $10,000 shall be declared to and approved by the Owner.

7.2 OTHER INSURANCE REQUIREMENTS

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CMAR, including the Owner's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired, or borrowed by CMAR.

7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse, or underground hazard ("EXU").

7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CMAR, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 CMAR's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of CMAR's insurance and shall not contribute to it.

7.2.3 CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by CMAR and its Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the Owner.

7.2.5 Workers' Compensation and Employers Liability polices are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the Owner.

7.3 SUBCONTRACTOR INSURANCE

7.3.1 CMAR's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

David Pedersen – Project Manager Senior Lead
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ, 86001
Phone: 928-213-2677
Email: DPedersen@flagstaffaz.gov

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The Owner in no way warrants that the above required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 CMAR shall furnish the Owner, Certificates of Insurance (ACORD form or equivalent approved by the Owner) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.

7.6.2 All certificates and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to the earlier of commencement of work under this Agreement or signing of this Agreement, and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of this Agreement.

7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Agreement shall be approved by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal Agreement amendment but may be made by administrative action.

(Signatures Appear on the Next Page)

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____.

CONSTRUCTION MANAGER AT RISK

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Late updated October 20, 2025

EXHIBIT A - PROJECT DESCRIPTION

JW Powell Blvd. is a new arterial roadway in an undeveloped area of Flagstaff. There are three segments of the JW Powell Boulevard extension. Two of the segments will be designed and constructed by the developer's engineer(s) and contractor(s). The City's segment, and the scope of work for this CMAR solicitation, includes a ~4,300 LF segment of roadway through private parcels held by Elk Ridge Development, LLC, and Little America. The City's portion also includes the Rio de Flag floodplain crossing. The roadway typical section is a single travel lane in each direction with bike lanes, landscape medians, turn lanes and sidewalks.

The Rio de Flag floodplain crossing design, whether it is arches, boxes or pipes, is in development and the City seeks input from the selected CMAR on cost and availability prior to finalizing design of the crossing. In addition to the drainage infrastructure, the crossing could require structural components such as headwalls, retaining walls and footings.

In addition to roadway improvements, the project includes a water transmission main and sewer main(s) in JWP Blvd. and replacement of a ~365 LF section of the 42" sewer interceptor in the Rio de Flag floodplain.

The selected CMAR Contractor will be expected to assist the City in coordination of franchise utility extensions (electrical, natural gas and communications).

Concept design is substantially complete for the City's segment of JWP Boulevard and design is progressing to a 60% level. Design completion is tentatively set for the Spring 2026. In addition to City review and permitting, the project will require FEMA approval for impacts to the Rio de Flag floodplain and ADEQ approval of water and sewer design.

The target date for construction completion is Spring 2028, contingent upon federal and state permitting timelines.

The CMAR Design Phase or Preconstruction Services will primarily include reviewing and providing input on design, plans, schedules, quantities, costs estimates, subsurface utility investigations, and constructability in coordination with an Design Professional to assist in the preparation of comprehensive construction documents and develop a Project master schedule, cost models, and GMPs required for Project completion.

The CMAR Construction Phase Services will generally consist of coordination with various stakeholders, Design Professional, and City staff while performing the construction of the Project.

The final scope of the Project shall be based on the investigation and determination made in the preparation of the Project construction documents and recommendations by the Design Professional and Contractor who are selected for the Project.

EXHIBIT B - SOW & HOURLY RATE SCHEDULE

(See Attached)

Table of Contents

A. Scope of Work

B. Scope of Services / Preconstruction Services Tasks

Banicki Construction

A STERLING COMPANY

A. Scope of Work	
Design Review, Constructability, Phasing, and Value Engineering	
Constructability and design reviews at 60%-draft, 60%-final, 90%, and RFC plan deliverables.	Review and provide feedback of the design plans for constructability, efficiency, phasing, and value engineering at 60%-draft, 60%-final, 90%, and RFC plan deliverables.
Value engineering analysis and costing.	Value engineering input, development, and cost analysis.
Rio crossing structure cost analysis.	Costing analysis of various structure types for the Rio de Flag floodplain crossing.
Embankment versus MSE cost analysis.	Costing analysis of MSE walls versus embankment.
Miscellaneous design review.	Miscellaneous design review of any other plans, shop drawing, or engineering associated with the Project.
Phasing development and analysis.	Develop comprehensive construction phasing to ensure Project is delivered with minimal impacts on existing traffic flows. Evaluate phasing options and determine most optimal strategy.
Geotechnical and specification review.	Review and analyze Project specifications and geotechnical report to facilitate rapid construction.
Preconstruction and Design Meetings	
Weekly design and preconstruction meetings.	Weekly preconstruction meetings with Peak and the City.
60%-draft, 60%-final, 90%, and RFC design review meetings.	Design review meetings at 60%-draft, 60%-final, 90%, and RFC plan deliverables.
GMP review meetings.	GMP review meeting to discuss GMP and needed modifications.
Stakeholder meetings.	Stakeholder outreach meetings as needed.
Public meetings.	Public outreach meetings as needed.
Utility Management	
Utility management at 60%-draft, 60%-final, 90%, and RFC plan deliverables.	Review and lead all aspects of third-party utility integration into the Project at the 60%-draft, 60%-final, 90%, and RFC plan deliverables.
Cost Estimates	
Cost estimate for entire scope of work at 60%-final plan deliverable.	Development of conceptual cost estimate based on 60%-final plans and any anticipated items not yet included in the plans. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Cost estimate for entire scope of work at 90% plan deliverable.	Development of conceptual cost estimate based on 90% plans and any anticipated items not yet included in the plans. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Miscellaneous cost estimates.	Miscellaneous cost estimates as requested by the Project Team to include quantity takeoff, quote procurement, and cost analysis as needed.
GMP Proposal	
Final GMP cost estimate.	Development of a Guaranteed Maximum Price (GMP) estimate based on the 90% plan set, as determined in the 01/26/2026 kickoff meeting. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Cost estimate setup and pricing.	Perform detailed quantity takeoffs on all items, set up GMP structure and files, price out self-performed work, subcontracted work, and compile vendor pricing in estimate.
Scope narrative.	Develop narratives defining scope, clarifications, and assumptions for each bid item in the 60%-final and 90% GMP packages.
Quote summary including detailed analysis.	Compile all quotes and detailed analysis showing bid comparisons along with explanations and summary of quotes with correlation to bid items to enable the City to review all costs.
Subcontractors and Suppliers	
Prequalification process - outreach and review of vendor qualifications.	Development of a list of potential vendors by trade. Development and distribution of prequalification packages, acceptance and review of vendor qualifications, and submit the list of prequalified vendors to the City for approval. Obtain the City's input on their preferred vendors for inclusion on the list.
Outreach documentation and results communication.	Communicate bid results to vendors and document efforts.
Development of scope narrative and schedule of values per trade.	Develop detailed bid schedules and scope narratives per trade to ensure fair, complete bidding process.
Vendor solicitation and quote analysis for selection.	Develop vendor bid packages with clear and concise instructions to bidders and any / all required forms, establish process for questions and responses, set bid dues dates and receive bids, analyze quotes, and provide detailed report of price adds / deducts to effectively compare bids. All results will be submitted to the City for concurrence.
Construction Management	
Site evaluation and logistics planning.	Perform necessary site investigation plans, including laydown yards, haul routs, pedestrian and traffic flow patterns, etc.
Anticipated trades.	Analyze plans and specs to determine different trades necessary to complete the Project.
Safety, training, and risk management programs.	Determine safety, training, and risk management programs to construct the Project as safely as possible.
Quality control plan.	Development of quality control plan specific to the plans and specifications.
SWPPP and dust control plans.	Development and submittal of SWPPP and NOI.
Project Schedule	
Design and preconstruction schedule.	Development and management of the preconstruction and design schedule.
Preliminary construction schedule.	Development of preliminary construction schedule.
Schedule updates.	Updating of schedules for the preconstruction phase and the preliminary construction schedule.
Allowances	
Potholing	Equipment, supervision, and materials to vacuum excavate, survey, and as-build existing utilities on an as needed basis.

B. Scope of Services / Preconstruction Services Tasks

	Labor						Equipment	
Firm	Banicki						Banicki	
Position / Description	Pre-Construction Manager	Banicki Project Manager	Banicki Senior Estimator	Banicki Super	Banicki Support Estimator	**Total Labor**	*Pickup Trucks	**Total Equip.**
Name	George	Lonnie	Michael	Matt	Lauren			
Hourly Rate	$105.00	$105.00	$105.00	$82.00	$70.00		$19.00	
Design Review, Constructability, Phasing, and Value Engineering	**115**	**105**	**170**	**45**	**105**	**$51,990.00**	**20**	**$380.00**
Constructability and design reviews.	40	40	40	20	30	$16,340.00	0	$0.00
Value engineering analysis and costing.	30	30	40	0	30	$12,600.00	0	$0.00
Rio crossing structure cost analysis.	10	0	40	0	20	$6,650.00	0	$0.00
Embankment versus MSE cost analysis.	10	10	20	0	10	$4,900.00	0	$0.00
Miscellaneous design review.	10	10	10	10	10	$4,670.00	0	$0.00
Phasing development and analysis.	10	10	10	10	0	$3,970.00	20	$380.00
Geotechnical and specification review.	5	5	10	5	5	$2,860.00	0	$0.00
Preconstruction and Design Meetings	**190**	**150**	**130**	**50**	**0**	**$53,450.00**	**200**	**$3,800.00**
Weekly design and preconstruction meetings.	120	80	80	20	0	$31,040.00	100	$1,900.00
60%-draft, 60%-final, 90%, and RFC design review meetings.	40	40	40	10	0	$13,420.00	50	$950.00
GMP review meetings.	10	10	10	0	0	$3,150.00	10	$190.00
Stakeholder meetings.	10	10	0	10	0	$2,920.00	20	$380.00
Public meetings.	10	10	0	10	0	$2,920.00	20	$380.00
Utility Management	**50**	**10**	**0**	**10**	**0**	**$7,120.00**	**20**	**$380.00**
Utility management.	50	10	0	10	0	$7,120.00	20	$380.00
Cost Estimates	**40**	**30**	**120**	**0**	**55**	**$23,800.00**	**30**	**$570.00**
Cost estimate for entire scope of work at 60%-final plan deliverable.	20	20	60	0	25	$12,250.00	20	$380.00
Cost estimate for entire scope of work at 90% plan deliverable.	10	10	50	0	25	$9,100.00	10	$190.00
Miscellaneous cost estimates.	10	0	10	0	5	$2,450.00	0	$0.00
GMP Proposal	**15**	**20**	**65**	**0**	**35**	**$12,950.00**	**0**	**$0.00**
Final GMP cost estimate.	10	10	40	0	20	$7,700.00	0	$0.00
Cost estimate setup and pricing.	0	0	5	0	5	$875.00	0	$0.00
Scope narrative.	5	5	10	0	5	$2,450.00	0	$0.00
Quote summary including detailed analysis.	0	5	10	0	5	$1,925.00	0	$0.00
Subcontractors and Suppliers	**5**	**10**	**60**	**5**	**55**	**$12,135.00**	**15**	**$285.00**
Prequalification process - outreach and review of vendor qualifications.	5	10	20	5	15	$5,135.00	15	$285.00
Outreach documentation and results communication.	0	0	10	0	15	$2,100.00	0	$0.00
Development of scope narrative and schedule of values per trade.	0	0	10	0	15	$2,100.00	0	$0.00
Vendor solicitation and quote analysis for selection.	0	0	20	0	10	$2,800.00	0	$0.00
Construction Management	**5**	**45**	**30**	**20**	**25**	**$11,790.00**	**65**	**$1,235.00**
Site evaluation and logistics planning.	5	10	10	10	0	$3,445.00	20	$380.00
Anticipated trades.	0	10	20	0	20	$4,550.00	10	$190.00
Safety, training, and risk management programs.	0	10	0	10	0	$1,870.00	20	$380.00
Quality control plan.	0	10	0	0	0	$1,050.00	10	$190.00
SWPPP and dust control plans.	0	5	0	0	5	$875.00	5	$95.00
Project Schedule	**40**	**20**	**10**	**15**	**0**	**$8,580.00**	**35**	**$665.00**
Design and preconstruction schedule.	20	5	5	5	0	$3,560.00	10	$190.00
Preliminary construction schedule.	10	10	5	10	0	$3,445.00	20	$380.00
Schedule updates.	10	5	0	0	0	$1,575.00	5	$95.00
								$0
Allowances	**0**	**5**	**0**	**10**	**0**	**$1,345.00**	**15**	**$285.00**
Potholing - Supervision	0	5	0	10	0	$1,345.00	15	$285.00
Subtotal	**460**	**395**	**585**	**155**	**275**	**$183,160.00**	**400**	**$7,600.00**

*Pickup trucks only to include select line items for the PM & Super.

Summary	
Labor	**$183,160.00**
Equipment	**$7,600.00**
Total, Labor and Equipment	**$190,760.00**

Allowances	**Quantity**	**Unit**	**Rate**	**Total**
Utility potholing and as-building (vacuum excavation firm)	1	AL	$8,000.00	$8,000.00
Total *(Allowances)*				**$8,000.00**

Total - Preconstruction GMP with Allowances	**$198,760.00**

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMPs

Submit an electronic/(PDF) GMP Proposal or Proposals to the Owner's Project Representative.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values
4. List of Plans and Specifications
5. List of Clarifications and Assumptions
6. Project Master Schedule

1. Scope of work

Include the Contract Number, Project Name, and submittal date. Provide a brief description of the work to be performed by CMAR and major points that CMAR and the Owner shall be aware of pertaining to the scope.

2. Summary of the GMP

Include a total cost for each of the cost components of the GMP requested under this Agreement. The CMAR shall present this information in the format shown on the attached table. All costs should be listed individually for future use. The General Conditions Costs shall include a detailed breakdown of itemized costs separate but similar to the Schedule of Vales.

3. Schedule of Values

Provide a summary spreadsheet with the estimated cost organized by subagreement categories, contingencies, general conditions, taxes, bonds, insurances, and construction fee. Additionally, provide supporting documents for the spreadsheet in an organized manner that correlates with the schedule of values. The backup information shall consist of the most current version of the Cost Model utilized to develop the GMP.

4. List of Plans and Specifications

Provide a list of plans and specifications with latest issuance date including all addenda used in preparation of the GMP proposal. This document must be date stamped and signed by CMAR.

5. List of Clarifications and Assumptions

Provide a list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal. This information is intended to supplement the information contained within other documents submitted to the Owner.

6. Project Master Schedule

Provide a Critical Path Method (CPM) diagram and other information to identify the Project Master Schedule.

(**Do not acquire bond or insurance until notified by the Owner's Project Representative.**)

CITY OF FLAGSTAFF SAMPLE GMP SUMMARY TABLE

	A	B	D	E	
1	**ITEM DESCRIPTION**			**TOTAL**	
2	**DIRECT COSTS**				
3	COST OF THE WORK			$ 8,000,000.00	Total Cost of the Schedule of Values
4	**INDIRECT COSTS**				
5	GENERAL CONDITIONS COSTS (GCs) (Percentage of Cost of the Work)		10.00%	$ 800,000.00	Percentage based on Cost of the Work (E5/E3)
6		**SUBTOTAL #1 - Cost of the work + GCs**		**$ 8,800,000.00**	**Sum of E3 and E5**
7	CONSTRUCTION FEE (Fee) (Percentage of Subotal #1)		5.68%	$ 500,000.00	Percentage based on Subtotal #1 (E7/E6)
8		**SUBTOTAL #2 - Cost of the work + GCs + Fee**		**$ 9,300,000.00**	**Sum of E6 and E7**
9	PAYMENT & PERFORMANCE BONDS (Bonds) (Percentage of Subtotal #2)		1.08%	$ 100,000.00	Percentage based on Subtotal #2 (E9/E8)
10		**SUBTOTAL #3 - Cost of the work + GCs + Fee + Bonds**		**$ 9,400,000.00**	**Sum of E8 and E9**
11	INSURANCE (Percentage of Subtotal #3)		0.85%	$ 80,000.00	Percentage based on Subtotal #3 (E11/E10)
12		**SUBTOTAL #4 - Cost of the work + GCs + Fee + Bonds + Insurance**		**$ 9,480,000.00**	**Sum of E10 and E11**
13	SALES TAX (Percenage of Subtotal #4, Percentage = 65% x City of Flagstaff current tax rate)		5.82%	$ 551,560.62	Subtotal #4 multipled by current tax rate x 0.65 (E12xD13)
14					
15	CMAR CONTINGENCY (Percentage of Cost of the Work)		1.25%	$ 100,000.00	Percentage based on Cost of the Work (E15/E3)
16					
17	**GMP**			**$ 10,131,560.62**	**Sum of E12 through E15**
18	OWNER'S CONTINGENCY (Percentage of Cost of the Work)		2.50%	$ 200,000.00	Percentage based on Cost of the Work (E18/E3)
19	**CONTRACT PRICE**			**$ 10,331,560.62**	**Sum of E17 and E18**

Contractor can choose to fill in table using percentages or flat rates.

Last Revised 5/9/2018

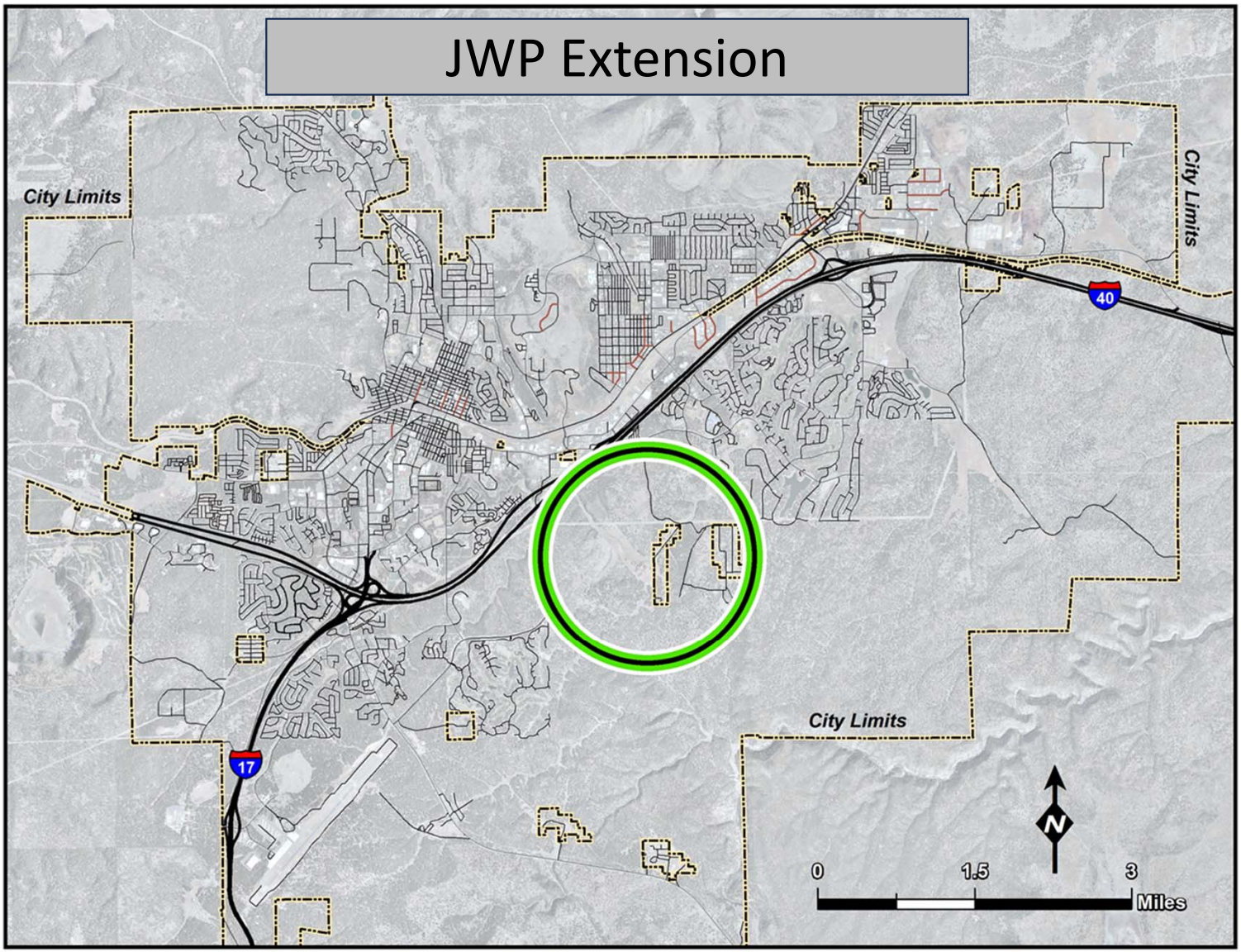
EXHIBIT D - MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

CMAR will be entitled to a Contract Time extension if the actual adverse weather Days experienced during the Work exceed the anticipated adverse weather Days shown in Table 108.7.

TABLE 108.7 - MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**7 days**	**7 days**	**8 days**	**6 days**	**4 days**	**3 days**
AVERAGE MONTHLY PRECIPITATION	1.98”	1.96”	2.05”	1.84”	0.68”	0.51”
MONTHLY DAILY HIGH TEMPERATURE ≤32º F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**12 day**	**11 days**	**7 days**	**5 days**	**5 days**	**6 days**
AVERAGE MONTHLY PRECIPITATION	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”
MONTHLY DAILY HIGH TEMPERATURE ≤ 32º F	0 days	0 days	0 days	0 days	1 day	5 days

The above schedule of anticipated adverse weather days establishes the base line for the project’s monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 inch and daily high temperatures below 32º Fahrenheit.


JWP Extension
City Limits
City Limits
City Limits
40
17
N
0
1.5
3
Miles

J.W. Powell
Project Sections

City Portion
Proposed Alignment
City Parcels
County Parcels

* Colors are only shown to differentiate parcels

E. Butler Ave.

40

AZ State Trust
17 Acres

International Church of the Four Square Gospel
12 Acres

Canyon del Rio
258 Acres

Little America
537 Acres

COF
37 Acres

Brighton
57 Acres

City Roadway Portion

STL405
405 Acres

Juniper Point
319 Acres

Elk Ridge
80 Acres

Multiple Owners
427 Acres

ABOR
NAU
CCC
156 Acres

COF
27 Ac.

ABOR
NAU
120 Acres

N

0 0.5 1 Mile

Table of Contents

A. Scope of Work

B. Scope of Services / Preconstruction Services Tasks

Banicki Construction

A STERLING COMPANY

A. Scope of Work	
Design Review, Constructability, Phasing, and Value Engineering	
Constructability and design reviews at 60%-draft, 60%-final, 90%, and RFC plan deliverables.	Review and provide feedback of the design plans for constructability, efficiency, phasing, and value engineering at 60%-draft, 60%-final, 90%, and RFC plan deliverables.
Value engineering analysis and costing.	Value engineering input, development, and cost analysis.
Rio crossing structure cost analysis.	Costing analysis of various structure types for the Rio de Flag floodplain crossing.
Embankment versus MSE cost analysis.	Costing analysis of MSE walls versus embankment.
Miscellaneous design review.	Miscellaneous design review of any other plans, shop drawing, or engineering associated with the Project.
Phasing development and analysis.	Develop comprehensive construction phasing to ensure Project is delivered with minimal impacts on existing traffic flows. Evaluate phasing options and determine most optimal strategy.
Geotechnical and specification review.	Review and analyze Project specifications and geotechnical report to facilitate rapid construction.
Preconstruction and Design Meetings	
Weekly design and preconstruction meetings.	Weekly preconstruction meetings with Peak and the City.
60%-draft, 60%-final, 90%, and RFC design review meetings.	Design review meetings at 60%-draft, 60%-final, 90%, and RFC plan deliverables.
GMP review meetings.	GMP review meeting to discuss GMP and needed modifications.
Stakeholder meetings.	Stakeholder outreach meetings as needed.
Public meetings.	Public outreach meetings as needed.
Utility Management	
Utility management at 60%-draft, 60%-final, 90%, and RFC plan deliverables.	Review and lead all aspects of third-party utility integration into the Project at the 60%-draft, 60%-final, 90%, and RFC plan deliverables.
Cost Estimates	
Cost estimate for entire scope of work at 60%-final plan deliverable.	Development of conceptual cost estimate based on 60%-final plans and any anticipated items not yet included in the plans. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Cost estimate for entire scope of work at 90% plan deliverable.	Development of conceptual cost estimate based on 90% plans and any anticipated items not yet included in the plans. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Miscellaneous cost estimates.	Miscellaneous cost estimates as requested by the Project Team to include quantity takeoff, quote procurement, and cost analysis as needed.
GMP Proposal	
Final GMP cost estimate.	Development of a Guaranteed Maximum Price (GMP) estimate based on the 90% plan set, as determined in the 01/26/2026 kickoff meeting. Quantity takeoff will be performed and cost determined using historic bid data updated with current costs.
Cost estimate setup and pricing.	Perform detailed quantity takeoffs on all items, set up GMP structure and files, price out self-performed work, subcontracted work, and compile vendor pricing in estimate.
Scope narrative.	Develop narratives defining scope, clarifications, and assumptions for each bid item in the 60%-final and 90% GMP packages.
Quote summary including detailed analysis.	Compile all quotes and detailed analysis showing bid comparisons along with explanations and summary of quotes with correlation to bid items to enable the City to review all costs.
Subcontractors and Suppliers	
Prequalification process - outreach and review of vendor qualifications.	Development of a list of potential vendors by trade. Development and distribution of prequalification packages, acceptance and review of vendor qualifications, and submit the list of prequalified vendors to the City for approval. Obtain the City's input on their preferred vendors for inclusion on the list.
Outreach documentation and results communication.	Communicate bid results to vendors and document efforts.
Development of scope narrative and schedule of values per trade.	Develop detailed bid schedules and scope narratives per trade to ensure fair, complete bidding process.
Vendor solicitation and quote analysis for selection.	Develop vendor bid packages with clear and concise instructions to bidders and any / all required forms, establish process for questions and responses, set bid dues dates and receive bids, analyze quotes, and provide detailed report of price adds / deducts to effectively compare bids. All results will be submitted to the City for concurrence.
Construction Management	
Site evaluation and logistics planning.	Perform necessary site investigation plans, including laydown yards, haul routs, pedestrian and traffic flow patterns, etc.
Anticipated trades.	Analyze plans and specs to determine different trades necessary to complete the Project.
Safety, training, and risk management programs.	Determine safety, training, and risk management programs to construct the Project as safely as possible.
Quality control plan.	Development of quality control plan specific to the plans and specifications.
SWPPP and dust control plans.	Development and submittal of SWPPP and NOI.
Project Schedule	
Design and preconstruction schedule.	Development and management of the preconstruction and design schedule.
Preliminary construction schedule.	Development of preliminary construction schedule.
Schedule updates.	Updating of schedules for the preconstruction phase and the preliminary construction schedule.
Allowances	
Potholing	Equipment, supervision, and materials to vacuum excavate, survey, and as-build existing utilities on an as needed basis.

B. Scope of Services / Preconstruction Services Tasks

	Labor						Equipment	
Firm	Banicki						Banicki	
Position / Description	Pre-Construction Manager	Banicki Project Manager	Banicki Senior Estimator	Banicki Super	Banicki Support Estimator	**Total Labor**	*Pickup Trucks	**Total Equip.**
Name	George	Lonnie	Michael	Matt	Lauren			
Hourly Rate	$105.00	$105.00	$105.00	$82.00	$70.00		$19.00	
Design Review, Constructability, Phasing, and Value Engineering	**115**	**105**	**170**	**45**	**105**	**$51,990.00**	**20**	**$380.00**
Constructability and design reviews.	40	40	40	20	30	$16,340.00	0	$0.00
Value engineering analysis and costing.	30	30	40	0	30	$12,600.00	0	$0.00
Rio crossing structure cost analysis.	10	0	40	0	20	$6,650.00	0	$0.00
Embankment versus MSE cost analysis.	10	10	20	0	10	$4,900.00	0	$0.00
Miscellaneous design review.	10	10	10	10	10	$4,670.00	0	$0.00
Phasing development and analysis.	10	10	10	10	0	$3,970.00	20	$380.00
Geotechnical and specification review.	5	5	10	5	5	$2,860.00	0	$0.00
Preconstruction and Design Meetings	**190**	**150**	**130**	**50**	**0**	**$53,450.00**	**200**	**$3,800.00**
Weekly design and preconstruction meetings.	120	80	80	20	0	$31,040.00	100	$1,900.00
60%-draft, 60%-final, 90%, and RFC design review meetings.	40	40	40	10	0	$13,420.00	50	$950.00
GMP review meetings.	10	10	10	0	0	$3,150.00	10	$190.00
Stakeholder meetings.	10	10	0	10	0	$2,920.00	20	$380.00
Public meetings.	10	10	0	10	0	$2,920.00	20	$380.00
Utility Management	**50**	**10**	**0**	**10**	**0**	**$7,120.00**	**20**	**$380.00**
Utility management.	50	10	0	10	0	$7,120.00	20	$380.00
Cost Estimates	**40**	**30**	**120**	**0**	**55**	**$23,800.00**	**30**	**$570.00**
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Miscellaneous cost estimates.	10	0	10	0	5	$2,450.00	0	$0.00
GMP Proposal	**15**	**20**	**65**	**0**	**35**	**$12,950.00**	**0**	**$0.00**
Final GMP cost estimate.	10	10	40	0	20	$7,700.00	0	$0.00
Cost estimate setup and pricing.	0	0	5	0	5	$875.00	0	$0.00
Scope narrative.	5	5	10	0	5	$2,450.00	0	$0.00
Quote summary including detailed analysis.	0	5	10	0	5	$1,925.00	0	$0.00
Subcontractors and Suppliers	**5**	**10**	**60**	**5**	**55**	**$12,135.00**	**15**	**$285.00**
Prequalification process - outreach and review of vendor qualifications.	5	10	20	5	15	$5,135.00	15	$285.00
Outreach documentation and results communication.	0	0	10	0	15	$2,100.00	0	$0.00
Development of scope narrative and schedule of values per trade.	0	0	10	0	15	$2,100.00	0	$0.00
Vendor solicitation and quote analysis for selection.	0	0	20	0	10	$2,800.00	0	$0.00
Construction Management	**5**	**45**	**30**	**20**	**25**	**$11,790.00**	**65**	**$1,235.00**
Site evaluation and logistics planning.	5	10	10	10	0	$3,445.00	20	$380.00
Anticipated trades.	0	10	20	0	20	$4,550.00	10	$190.00
Safety, training, and risk management programs.	0	10	0	10	0	$1,870.00	20	$380.00
Quality control plan.	0	10	0	0	0	$1,050.00	10	$190.00
SWPPP and dust control plans.	0	5	0	0	5	$875.00	5	$95.00
Project Schedule	**40**	**20**	**10**	**15**	**0**	**$8,580.00**	**35**	**$665.00**
Design and preconstruction schedule.	20	5	5	5	0	$3,560.00	10	$190.00
Preliminary construction schedule.	10	10	5	10	0	$3,445.00	20	$380.00
Schedule updates.	10	5	0	0	0	$1,575.00	5	$95.00
								$0
Allowances	**0**	**5**	**0**	**10**	**0**	**$1,345.00**	**15**	**$285.00**
Potholing - Supervision	0	5	0	10	0	$1,345.00	15	$285.00
Subtotal	**460**	**395**	**585**	**155**	**275**	**$183,160.00**	**400**	**$7,600.00**

*Pickup trucks only to include select line items for the PM & Super.

Summary	
Labor	**$183,160.00**
Equipment	**$7,600.00**
Total, Labor and Equipment	**$190,760.00**

Allowances	**Quantity**	**Unit**	**Rate**	**Total**
Utility potholing and as-building (vacuum excavation firm)	1	AL	$8,000.00	$8,000.00
Total *(Allowances)*				**$8,000.00**

Total - Preconstruction GMP with Allowances	**$198,760.00**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brandi Suda, Finance Director

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Approve the First Amendment to the contract with immixTechnology, Inc. for the UKG Pro Timekeeping software and support.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the contract with immixTechnology, Inc. for UKG Pro Timekeeping software and support to increase the total contract amount not to exceed $300,000; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City currently administers payroll services for between 800 and 1000 full-time and part-time employees per pay period. Automating the time entry associated with payroll administration simplifies labor-intensive timesheet tracking, data entry and approval processes. An automated time entry system also aids labor law compliance. The City has utilized this software to support many of the City's divisions and sections with their timekeeping process.

In a contract dated 4/25/2025, based upon Quote Number: QUO-1505693-S2W2Q5 dated 1/29/2025, the City contracted to pay immixTechnology, Inc. $72,573.03 for the Period of Performance dated 3/20/2025-3/19/2026. The 4/25/2025 contract did not come before the City Council as it was below the threshold required under the City Charter.

Staff has a need to continue to use the software and support and received Quote Number: QUO-1552180-R8H6R5 dated 10/15/2025, through which the City would pay immixTechnology, Inc. an additional $72,748.73 for the Period of Performance dated 3/20/2026-3/19/2027. This Quote is the basis of the proposed First Amendment for the UKG Pro payroll time entry software and support. The total combined compensation equals $145,321.76, which requires City Council approval and is the reason the First Amendment is before the City Council.

Staff has requested approval of an expenditure of an amount not to exceed $300,000 in anticipation of a potential need for future software and support services from this vendor.

Financial Impact:

Project Name: UKG Pro Timekeepting software and support
Cost: $300,000 over 4 years
Account Number Budgeted: 001-02-034-0132-1-4343
FY2025-26 Budgeted Amount: $81,177
Grant Funded: no
Funding Source: General Fund

Policy Impact:

None.

Previous Council Decision or Community Discussion:

A prior contract for UKG Pro timekeeping services was approved by Council on September 15, 2020.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment to continue the time entry software and support services; or
2. Decline to enter into this First Amendment and return to previously manual timesheet tracking process.

Background and History:
The City of Flagstaff has a workforce of approximately 800 to 1,000 employees per pay period. One of the key requirements in managing the workforce is to accurately account for employees' time on and off of the job. This information is used for several purposes:

1. Payroll -- to ensure each employee is paid a fair and accurate pay.
2. Time management -- supervisors have to make sure staffing levels are consistent with job requirements and ensure over-time hours are kept to a minimum.
3. Leave time management -- employee leave time used must be accurately deducted.
4. Compliance -- the City has to adhere to City policy and federal and state laws.
5. Cost accounting -- labor costs have to be accurately distributed to the appropriate accounting units.
6. Grant accounting -- labor costs related to grants have to be accurately recorded and reported.

Throughout the entire period of this contract, the City has been working under a cooperative purchase agreement through the General Services Administration Federal Supply Service which was identified by Contract No. GS-35F-0265X as labeled on each of the quotes provided by immixTechnology, Inc.

Contract No. GS-35F-0265X defines the terms and conditions of the UKG Pro Timekeeping software and support and is attached to the First Amendment.

Connection to PBB Priorities and Objectives:
High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: First Amendment and Exhibits
EXECUTED CONTRACT

FIRST AMENDMENT
CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2025-12

This First Amendment ("First Amendment") is entered into this ___ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and immixTechnology, Inc., a subsidiary of immixGroup, Inc., a Virginia corporation ("Contractor"). The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, on April 25, 2025, the City and Contractor entered a cooperative purchase agreement wherein Contractor agreed to provide UKG Pro Timekeeping software and support through Contract Number **GS-35F-0265X** ("2025 Agreement"); and

WHEREAS, the Parties desire to amend the 2025 Agreement to extend the cooperative purchase agreement, update the documentation related to the cooperative purchase of the UKG Pro Timekeeping software and support, and add a new quote.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

A. Amendment of Scope of Work: The Parties hereby amend and restate Paragraph 1 of the 2025 Agreement in its entirety to read as follows:

"1. Scope of Work:

1.1 Contractor shall provide the materials and/or services generally described as: **UKG PRO TIMEKEEPING SOFTWARE AND SUPPORT.**

1.2 The materials and/or services are more specifically described in the Scope of Work a/k/a Quote dated 10/15/2025 and identified by the Contractor as QUO-1552180-R8H6R5, attached hereto as *Exhibit A*. QUO-1552180-R8H6R5 is intended to replace all past purchase orders, contracts, quotes or other documents defining the Scope of Work between the Parties.

1.3 It is possible that the Parties may continue the cooperative purchase agreement beyond the current "Period of Performance" identified in QUO-1552180-R8H6R5 which is 3/20/2026-3/19/2027. In the event that the Parties decide to extend this cooperative purchase agreement, unless the increase in price exceeds $155,000, a new formal amendment to be approved by the City Council will not be necessary. Rather, an extension letter, with the new quote referencing Contract Number **GS-35F-0265X**, the pricing, and the new "Period of Performance," is acceptable to document the extended cooperative purchase agreement."

B. Amendment to Standard Terms and Conditions: The Parties hereby amend and restate Paragraph 3 of the 2025 Agreement in its entirety to read as follows:

"3. Terms and Conditions of Agency Contract Apply:

3.1 Contractor is a fully authorized vendor of **UKG PRO TIMEKEEPING SOFTWARE AND SUPPORT.**

3.2 The General Services Administration Federal Supply Service conducted a competitive and open procurement process that resulted in Contract No. **GS-35F-0265X** with Contractor ("Agency Contract"), attached hereto as *Exhibits B.1-B.3*.

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

3.4 All provisions of the Agency Contract, 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."

C. Amendment to Contract Term: The Parties hereby amend and restate Paragraph 5 of the 2025 Agreement in its entirety to read as follows:

"5. Contract Term: The Contract term is for the Period of Performance as identified in the current Quote provided by the Contractor and agreed upon by the Parties in writing, unless terminated pursuant to the provisions of the Agency Contract."

D. All other terms and conditions of the 2025 Agreement, except to the extent amended herein, remain in full force and effect.

E. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

City of Flagstaff	**Contractor**
By:_____ City Manager	By:_____
	Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

EXHIBIT A - QUOTE

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

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

Contract No.: GS-35F-0265X

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1552180-R8H6R5
Quote Date: 10/15/2025
Expiration Date: 3/20/2026

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

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

Manufacturer Quote #:
Manufacturer Ref #: 6110573

Manufacturer Contact: Fitzgerald, Carrie
9789471667 carrie.fitzgerald@ukg.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	GS-35F-0265X	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	$5.9300	$60,486.00
		Period of Performance: 3/20/2026 to 3/19/2027.					
2	8604539-000A	GS-35F-0265X	XAAS	UKG DIMENSIONS ACCRUALS - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	$0.5900	$6,018.00
		Period of Performance: 3/20/2026 to 3/19/2027.					

AZ SALES TAX (9.39%): $6,244.73

ANYTHING AS A SERVICE	$66,504.00
Grand Total	$72,748.73

IM08036 - SID 6110573
3/20/26 - 3/19/27

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary: http://www.gsaelibrary.gsa.gov/ElibMain/home.do

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

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

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

immixTechnology, Inc.
a subsidiary of immixGroup

General Services Administration Federal Supply Service
Authorized Federal Supply Schedule Pricelist

Contract Number: GS-35F-0265X

Information Technology Category
Period Covered by Contract: March 3, 2011 - March 2, 2026
Pricelist current through Modification #PO-2522 dated September 5, 2024

EC America, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
Phone: 703.752-0610
Email: GSAteam@immixgroup.com
Website: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/
Business Size: Other than Small Business
Prices Shown Herin are Net (discount deducted).

GSA Advantage!®

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!®*.

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immixTechnology, Inc.
a subsidiary of immixGroup

Customer Information

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	SIN Title
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
518210C	Cloud and Cloud-Related IT Professional Services
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions
33411	Purchasing of new electronic equipment

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

See attached authorized price list – Attachment B

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Not Applicable

2. Maximum order.

SIN	SIN Title	Maximum Order ($)
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	500,000
511210	Software Licenses	500,000
54151	Software Maintenance Services	500,000
518210C	Cloud and Cloud-Related IT Professional Services	500,000
611420	Information Technology Training	250,000
54151ECOM	Electronic Commerce and Subscription Services	500,000
517312	Wireless Mobility Solutions	500,000
33411	Purchasing of new electronic equipment	500,000

3. Minimum order.

$100.00

4. Geographic coverage (delivery area).

Domestic delivery

5. Point(s) of production (city, county, and State or foreign country).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

6. Discount from list prices or statement of net price.

Prices shown herein are Net (discounts deducted)

7. Quantity discounts.

None unless otherwise specified in the pricelist

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Government purchase cards are accepted at or below the micro-purchase threshold but above the Minimum order threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold

10. Foreign items (list items by country of origin).

See attached authorized price list – Attachment B

11a. Time of delivery. (Contractor insert number of days.)

The Contractor shall deliver to destination within thirty (30) calendar days after receipt of order (ARO), unless set forth otherwise on the Schedule Contract Pricelist to this schedule pricelist appended hereto and incorporated herein

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the ordering activity and the Contractor or its Authorized Government Resellers

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when ordering activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to affect a faster delivery.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract

12. F.O.B. point(s).

Destination

13a. Ordering address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

15. Warranty provision.

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

16. Export packing charges, if applicable.

Not applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

None

18. Terms and conditions of rental, maintenance, and repair (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

19. Terms and conditions of installation (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20a. Terms and conditions for any other services (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

21. List of service and distribution points (if applicable).

    For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

22. List of participating dealers (if applicable).

    For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

23. Preventive maintenance (if applicable).

    See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

    Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

    Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

25. Data Universal Number System (DUNS) number.

    098692374

26. Notification regarding registration in System for Award Management (SAM) database.

    Registration active

27. Integration:

    The Non-Disclosure provisions set forth in Section 9b.(7), the IP Infringement provisions set forth in Section 9b.(9) and the Limitation of Liability provisions set forth in Section 3c. of the Terms and Conditions Applicable to Software Licenses (Special Item Number 511210) and Software Maintenance Services (Special Item Number 54151) of General Purpose Commercial Information Technology Software are hereby incorporated into and made a part of the terms applicable to all SINs.

28. Glossary of Definitions:

    a. "Contractor" means immixTechnology, Inc.

    b. **"Contractor and its affiliates"** and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

    c. **"Manufacturer"** shall mean a manufacturer, supplier or producer of Equipment (as defined below) or a publisher or developer of Software or related Training Materials (as defined below) provided to Contractor through a letter of supply to be licensed or sold to Ordering Activities under this contract.

    d. **"Ordering activity"** shall mean, 1) any entity authorized to use GSA sources of supply and services as set forth in GSA Directive OGP 4800.2I or such later issued version, and 2) any entity acting on behalf of an Ordering Activity pursuant to a properly issued letter of authorization per Section 24 above – "Prime Contractor Ordering from Federal Supply Schedules" under Information for Ordering Activities applicable to All Special Item Numbers.

29. Responsibilities of contractor:

    The parties understand and agree that Contractor acts as a reseller of all Equipment, Software, Documentation, and services offered under this contract. With regard to Equipment, Software, and Documentation, Contractor represents that it has the requisite right and authority under its reseller agreements with the Manufacturers to offer the products and grant the rights specified in this contract, and Manufacturers shall have no privity of contract with an Ordering Activity hereunder. With regard to services, while some or all of the services ordered hereunder may be physically performed by Manufacturer, Service Provider, or other third-party personnel (as is specified under applicable SINs) acting under a subcontract or similar arrangement with Contractor, and while the scope and price of such services are defined by the applicable provider's policies (such as Maintenance Services Policies, Electronic Commerce Service Policies, or Wireless Services plans), Contractor remains solely responsible to the Ordering Activity for all such performance.

Terms and conditions applicable to purchase of general-purpose commercial information technology hardware subcategory, purchasing of new electronic equipment (special item number 33411)

1. Glossary of definitions:

    a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

    b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. Material and workmanship

    All Equipment furnished hereunder must substantially perform the function for which it is intended as set forth in the accompanying Documentation.

3. Order

    Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

    For credit card orders and BPAs, telephone orders are permissible.

4. Transportation of Equipment

    FOB DESTINATION. Prices cover Equipment delivery to destination, for any location within the geographic scope of this contract.

5. Installation and technical services

    a. **INSTALLATION.** When the Equipment provided under this contract is not normally self-installable, the Contractor its Manufacturer or other authorized service provider's technical personnel shall be available to the Ordering Activity, at the Ordering Activity's location, to install the Equipment and to train Ordering Activity personnel in the use and maintenance of the Equipment. The charges, for such services are listed by Manufacturer, in the schedule pricelist.

b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor or its Manufacturer shall furnish the Ordering Activity with one (1) copy of all Documentation, which is normally provided with the Equipment being purchased. For Documentation only available on-line, Contractor or its Manufacturer shall provide Ordering Activity access to such Documentation.

6. Installation/acceptance

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the applicable Manufacturer's Documentation. Therefore, items delivered shall be deemed accepted upon delivery to Ordering Activity's designated receiving facility. The Ordering Activity reserves the right to inspect or test any equipment that has been delivered. The Ordering Activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within the applicable warranty period as set forth below; and (2) before any substantial change occurs in the condition of the item, unless the change is due to a defect in the item.

7. Warranty

a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Equipment and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Equipment or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

b. Limitation of Liability

i. Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN SUBSECTION (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. Limitation of Direct Damages. Except for a) a claim of IP Infringement, hereunder, or b) as provided in subsection (b)(iii) below, the aggregate and cumulative liability of Contractor for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Equipment such liability shall be limited to fees paid for the relevant Equipment.

iii. Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

c. Inspection and repair of defective Equipment under this warranty may be performed, at the option of the Contractor, at a service facility/plant authorized by the Contractor. The Ordering Activity may not return defective Equipment to the Contractor, the Manufacturer or its authorized service provider for repair or replacement without prior consultation and instruction.

8. Purchase price for ordered equipment

The purchase price that the Ordering Activity will be charged will be the Ordering Activity purchase price in effect at the time of order placement (which shall not exceed the price agreed to at the time of award of the GSA Schedule contract, as may be revised from time to time through a contract modification agreed to and issued by the GSA Schedule contracting officer), or the Ordering Activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Provided, however, that the Ordering Activity shall only be entitled to a lower price if the installation date is no longer than thirty (30) days after the date of order placement.

9. Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering the work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

10. Trade-in of information technology equipment

When an Ordering Activity determines that Information Technology Equipment will be replaced, the Ordering Activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

Terms and conditions applicable to purchase of general-purpose commercial information technology hardware subcategory, computer and office machine repair and maintenance (special item number 811212).

1. Glossary of Definitions

    a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

    b. **"Maintenance Services"** shall mean the services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

    c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard maintenance and support offerings, policies and procedures for its Equipment, a copy of which is set forth in Attachment A to this schedule pricelist.

    d. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. Service areas

    a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

    b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

3. Maintenance order

    a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for Maintenance Services for the duration of the contract period or a lessor period of time, for the Equipment shown in the schedule pricelist. Maintenance Services shall commence on a mutually agreed upon date, which will be written in the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of Equipment. Orders for Maintenance Service shall not extend beyond the end of the contract period.

c. Maintenance Services may be discontinued by the Ordering Activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Ordering Activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month, fiscal year period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of Maintenance Services, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

4. Repair service and repair parts/spare parts orders

   Repair service and repair parts/spare parts orders are not available under the scope of this schedule contract.

5. Loss or damage

   a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

   b. When Equipment is returned by Ordering Activity to the Contractor through the Manufacturer's or its authorized service provider's facility for repairs, the Ordering Activity shall be responsible for any loss or damage to the Equipment being returned by the Ordering Activity for repair. Contractor shall only be responsible for any loss or damage

while the Equipment is at the Contractor's or its Manufacturer's or authorized service provider's facility and until it is returned to the Ordering Activity's location.

6. Scope

   a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Schedule.

   b. Equipment placed under Maintenance Service shall be in good operating condition.

      i. In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.

      ii. Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii. If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

      iv. Contractor shall have no obligation to provide Maintenance Services for Equipment that has been modified by Ordering Activity, is in disrepair or subject to any other exclusions as set out in Manufacturer's Maintenance Services Policy.

7. Responsibilities of the Ordering Activity

   a. Ordering Activity personnel shall not perform maintenance or attempt repairs to Equipment while such Equipment is under the purview of a maintenance order, unless agreed to by the Contractor. The Ordering Activity will follow the Contractor's designated procedures when returning Equipment to Contractor's, Manufacturer's or its authorized service provider's facility for repairs.

   b. Subject to security regulations, the Ordering Activity shall permit access to the Equipment, which is to be maintained or repaired by Contractor, Manufacturer or its authorized service provider.

   c. If the Ordering Activity desires a factory authorized/certified service personnel, then this should be clearly stated in the task or delivery order.

8. Responsibilities of the Contractor

    a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.

    b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

9. Maintenance rate provisions

    a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.

    b. **REGULAR HOURS.** The basic monthly rate for each makes and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

    c. **AFTER HOURS.** Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.

    d. **TRAVEL AND TRANSPORTATION**. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

    e. **QUANTITY DISCOUNTS.** Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by a Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

10. Repair service rate provisions

    Repair service rate fees and provisions for Equipment not under monthly Maintenance Services are not available under the scope of this schedule contract.

11. Repair parts/spare parts rate provisions

    Repair parts/spare parts rate provisions after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

12. Guarantee/Warranty—Repair service and repair parts/spare parts

    Guarantee/warranty-repair parts/spare parts after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

13. Invoices and payments

    Invoices for Maintenance Services shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such a period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). A PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

    Payment for Maintenance Services of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

Terms and conditions applicable to purchase of general-purpose commercial information technology software subcategory, software licenses (special item number 511210) and software maintenance services (special item number 54151)

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1. Glossary of definitions

    a. **"Documentation"** shall mean Manufacturer's then current help guides, and manuals issued by Manufacturer and made generally available by Manufacturer for the Software whether on-line or in hard copy. Documentation shall include any updated Documentation that Manufacturer provides with any updates.

    b. **"Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

    c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.

    d. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. Inspection/acceptance

    The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the Software's Documentation. Therefore, items delivered shall be deemed accepted upon delivery. The Ordering Activity reserves the right to inspect or test any Software that has been delivered. The Ordering Activity may require repair or replacement of nonconforming Software at no increase in contract price.

The Ordering Activity must exercise its post-acceptance rights (1) within the warranty period as set forth below; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

3. Guarantee/Warranty

   a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Software and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Software or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

   b. Limitation of Liability.

      i. Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGMENT HEREUNDER, OR B) AS PROVIDED IN (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES provided however, that in the event Ordering Activity makes unauthorized copies of the Software, Contractor shall be entitled to recover the full amount of any license fees that would relate to such copies.

      ii. Limitation of Direct Damages. Except for a) a claim of IP Infringement hereunder, or b) as provided in (b)(iii) below, the aggregate and cumulative liability of Contractor and licensors for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Software or Maintenance Services, such liability shall be limited to fees paid for the relevant Software or Maintenance Services giving rise to the liability.

      iii. Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

4. Technical services

   A hot line technical support number for the purpose of providing user assistance and guidance to the Ordering Activity in the implementation of the Software may be provided as part of Maintenance Services.

5. Software maintenance

   a. Software maintenance as it is defined:

      (1) Software Maintenance as a Product (SIN 511210)

      Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

      Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

      Software Maintenance as a product is billed at the time of purchase.

      (2) Software Maintenance as a Service (SIN 54151)

      Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

      Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

   b. If purchased by Ordering Activity, Contractor, through the applicable Manufacturer, shall provide Maintenance Services for the Software pursuant to the applicable Manufacturer's then current Maintenance Services Policy. Fees or rates for such Maintenance Services are set forth in Attachment B.

   c. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in

arrears (31 U.S.C. 3324) for Maintenance as a Service. A PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. Periods of term licenses and maintenance

   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

   b. Term licenses and/or maintenance may be discontinued by the Ordering Activity on thirty (30) calendar days written notice to the Contractor.

   c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

   d. Cross-Year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

   e. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. Conversion from term license to perpetual license

   Conversion from term licenses to perpetual licenses for any or all Software is not available under the scope of this contract.

   Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). The contractor agrees to reasonably assist Ordering Activity in this regard.

8. Term license cessation

   If a term Software license granted hereunder terminates for any reason, Ordering Activity shall (i) cease using the applicable Software, Documentation, and related Confidential Information, and (ii) certify to Contractor within thirty (30) days after termination that Ordering Activity has destroyed, or has returned to Contractor or its Manufacturer the Software, Documentation, related Confidential Information of Contractor and all copies thereof, whether or not modified or merged into other materials.

9. Utilization limitations (SIN 511210 and SIN 54151

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Ordering Activity, commercial computer Software and related Documentation shall be subject to the following:

i. Title to and ownership of the Software and Documentation shall remain with the Contractor or its Manufacturer or licensors, unless otherwise specified. The contractor and its Manufacturers reserve all rights in and to the Software and Documentation not expressly granted to Ordering Activity herein.

ii. United States Government Legends. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.

iii. Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in the applicable Manufacturer's commercial license terms, a description of which is set forth on Attachment A to this schedule pricelist and incorporated herein.

iv. Notwithstanding the forgoing, Contractor acknowledges and agrees that Ordering Activity shall have the minimum restricted rights as set forth in 9.b(4) below.

v. Except as is provided in paragraph 9.b(2) above, the Ordering Activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the Ordering Activity who have the Ordering Activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use Software, Documentation, or information therein, which the Ordering Activity may already have or obtains without restrictions.

vi. The Ordering Activity shall have the right to use the computer Software and Documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the Ordering Activity has the right to transfer the Software to another site if the Ordering Activity site for which it is acquired is deemed to be unsafe for Ordering Activity personnel; to use the computer Software and Documentation with a backup computer when the primary computer is inoperative; and to copy computer Software for safekeeping (archive) or backup purposes; to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

vii. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

viii. The Software and Documentation hereunder is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer Software (or commercial computer software Documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer Software (or commercial computer Software Documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

ix. Nondisclosure. Ordering Activity may have access to information that is confidential to Contractor or its Manufacturers ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Contractor's Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that Contractor is obligated to treat as confidential.

x. Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information In addition, if Ordering Activity recommends to Contractor additional features, functionality, or performance or if Contractor retains generalized information hereunder that Contractor or its Manufacturer subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of Contractor or its Manufacturer and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon Contractor pursuant to this section.

xi. Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

xii. Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without the Contractor's prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to Contractor; therefore, Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

xiii. Verification. At Contractor's written request, but not more frequently than annually, Ordering Activity shall furnish Contractor with a document signed by Ordering Activity's authorized representative verifying that the Software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to an Ordering Activity's security requirements (including, but not limited to, use of cleared personnel, badging and other requirements). Contractor reserves the right to audit Ordering Activity's use of the Software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at Ordering Activity's facilities and shall not unreasonably interfere with Ordering Activity's business.

xiv. Intellectual Property Infringement. If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriate any trade secret ("IP Claim"); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity's receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor's request and expense, with the assistance, information and authority necessary to perform Contractor's obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

xv. If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement.

xvi. Delivery. All Software and Documentation provided by Contractor hereunder shall be deemed to be delivered by Contractor: 1) Upon physical delivery, or 2) Once the Software is made available to Ordering Activity via electronic download by provision of a license key, link to a website, FTP site or similar site from which the Ordering Activity can electronically download or otherwise access the Software and Documentation.

10. Software conversions

Conversion from one version of the Software to another such as the result of a change in operating system, or from one computer system to another is not available under the scope of the contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). The contractor agrees to reasonably assist Ordering Activity in this regard.

11. Descriptions and equipment compatibility

For information concerning supported hardware or compatibility requirements the Ordering Activity is advised to contact the Contractor or the applicable Manufacturer.

12. Right to copy pricing

Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.

Terms and conditions applicable to purchase of general-purpose commercial information technology solutions subcategory, cloud and cloud-related IT professional services (special item number 518210C)

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1. Scope

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run-in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other Federal Supply Schedule SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected for each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories[1]
● Commercially available cloud computing services ● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics ● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	**1. Software as a Service (SaaS):** Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application-level configuration may be available. **2. Platform as a Service (PaaS):** Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. **3. Infrastructure as a Service (IaaS):** Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

SIN Description	Sub-Categories[1]
[1] Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.	

2. Description of cloud computing services and pricing

    a. Service Description Requirements for Listing Contractors

    The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

    Refer to overall Federal Supply Schedule requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

    Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

    In addition, there is one "Optional" reporting description which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

        i. The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

        ii. If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Descriptions Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating the standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that

only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. Responsibilities of the ordering activity

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

i) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued complies with the Federal Information Security Management Act (FISMA) as applicable.

ii) The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.[1]

(i) The Contractor must be capable of meeting at least the minimum-security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

[1] Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")

iii) Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv) The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011, outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance. [2]

v) Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

[2] MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-1224 [3] and OMB memos M-06-16[4] and M-07-16 [5]. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service

[3] NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"
[4] OMB memo M-06-16: Protection of Sensitive Agency Information Hyperlink: http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf
[5] OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information. Hyperlink: http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

i. Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.

ii. Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

Terms and conditions applicable to purchase of general-purpose commercial information technology solutions subcategory, continuous diagnostics and mitigation (CDM) tools (special item number 541519CDM)

1. Glossary of definitions

    a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment and/or Software whether on-line or in hard copy.

    b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

    c. **"Equipment Maintenance Services"** shall mean the Equipment maintenance services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then-current Maintenance Services Policy.

    d. **"Software Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

    e. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Equipment or Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.

    f. **"Services"** shall mean services associated with products, other than Software Maintenance Services, Equipment Maintenance Services, and training.

    g. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. Scope

    a. Special Item Number (SIN) 541519CDM Continuous Diagnostics and Mitigation (CDM) Tools is a solutions SIN. This SIN includes both Equipment and Software products and any associated services for the products to include installation, maintenance, and training.

    b. In addition to the terms and conditions of this CDM SIN: the terms and conditions of SIN 33411 shall apply to the purchase of Equipment provided under the CDM SIN; the terms and conditions of SIN 811212 shall apply to Equipment Maintenance Services provided under the CDM SIN; the terms and conditions of SINs 511210 and 54151 shall apply to Software and Software Maintenance Services provided under the CDM SIN; and the terms and conditions of SIN 611420 shall apply to the purchase of training courses provided under the CDM SIN.

c. 541519CDM - Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) Equipment and Software products/tools and associated Services and Maintenance Services. The full complement of CDM subcategories includes tools, associated Maintenance Services, and other related activities such as training.

d. The 5 subcategories CDM capabilities specified under this SIN are:

   i. Manage "What is on the network?": Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.

   ii. Manage "Who is on the network?": Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.

   iii. Manage "How is the network protected?": Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.

   iv. Manage 'What is happening on the network?": Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.

   v. Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

   5 subcategories represent the scope of the CDM program and reflect widely exercised functional and operational scenarios that CDM is interested in identifying, monitoring and addressing from a security perspective.

   To provide a holistic security approach, these capabilities adhere to the National Institute of Science and Technology (NIST) Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

   As shown in Table 1, the 5 CDM Tools SIN subcategories cover the previous CDM BPA 15 CDM Tool Functional Areas (TFAs) and allow for future innovation.

Table 1: SIN to TFA mapping

5 SIN Subcategories	15 CDM BPA TFAs
1. Manage "What is on the network?	TFA 1 – Hardware Asset Management TFA 2 – Software Asset Management TFA 3 – Configuration Settings Management TFA 4 – Vulnerability Management
2. Manage "Who is on the network?"	TFA 6 – Manage Trust in People Granted Access TFA 7 – Manage Security-Related Behavior TFA 8 – Manage Credential and Authentication TFA 9 – Manage Account/Access/Manage Privileges
3. Manage "How is the boundary protected?" for BOUND	TFA 5 – Manage Network Access Controls
4. Manage "What is happening on the network?" for MNGEVT	TFA 10 – Prepare for Contingencies and Incidents TFA 11 – Respond to Contingencies and Incidents
4. Manage "What is happening on the network?" for DBS	TFA 12 – Design and Build in Requirements Policy and Planning TFA 13 – Design and Build in Quality
4. Manage "What is happening on the network?" for OMI	TFA 14 – Manage Audit Information TFA 15 – Manage Operation Security
5. Emerging Tools and Technologies	Future innovations

1. Manage "What is on the network?"

    a. Focus: The primary focus of Manage Assets is to identify "What is on the network?"; that is, to identify the existence of hardware, software, configuration characteristics and known security vulnerabilities.

    b. Manage hardware and software baseline system inventory is based on Phase 1 Hardware Asset Management (HWAM) and Software Asset Management (SWAM) requirements that requires the discovery and identification of devices to define a baseline of inventory hardware and software assets to establish the Agency's span of control.

    c. Hardware and software configurations are based on Phase 1 Configuration Settings Management (CSM) requirements to ensure that hardware and software (specifically the operating system and installed applications) assets are securely configured and hardened.

    d. Manage vulnerabilities is based on Phase 1 Vulnerability Management (VUL) requirements to identify and manage vulnerabilities in software installed on network devices to minimize exploitation of known software weaknesses.

    e. These CDM capabilities cover verification and validation for the existence of hardware infrastructure devices; the accurate identification of approved software components; verification and validation that hardware devices have the correct security configuration settings, and system platform is hardened to reduce the platform attack surface; and the identification and management of risks presented by known software weaknesses that are subject to exploitation.

    f. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

2. Manage "Who is on the network?"

    a. Focus: The primary focus of Manage People is to determine "Who is on the network?"; that is, identify and determine the users or systems with authorized access.

    b. Manage People is based on Phase 2 PRIV, CRED, TRUST and BEHAVE requirements that require the management of users/accounts as an asset to assure the appropriate individual has the right access to the right resource.

    c. This CDM capability covers the verification and validation of allowed user privileges, issuance and management of user owned credentials, appropriate user security behavior training, trustworthiness, authenticated permissions, and management of resource access rights granted to users.

    d. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

3. Manage "How is the boundary protected?"

    a. Focus: The primary focus of Mange Boundary Protection is to determine "How is the boundary protected?"; that is, to determine the user/system actions and behavior at the physical/logical network boundaries and within the computing infrastructure.

    b. "How is the boundary protected?" is based on Phase 3 BOUND requirements to defend physical and logical network boundaries and identify abnormal behavior (of networks and users) that may identify that an incident has occurred.

    c. This CDM capability covers verification and validation of logical and physical network interfaces to reduce intrusive, malicious, and disruptive attacks; cryptographic mechanisms ensure confidentiality and integrity of data on the network; and methods to identify security incidents.

    d. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

4. Manage "What is happening on the network?"

    Due to the complexity to manage "What is happening on the network?"; this area is covered by three focus areas:

    - Manage Events (MNGEVT)
    - Operate, Monitor and Improve (OMI)
    - Design and Build in Security (DBS)

    a. Manage Events

        i. Focus: Manage Events is responsible for preparing for events/incidents, gathering appropriate audit data from appropriate sources, identifying incidents through analysis of data, and performing ongoing assessment.

        ii. Manage Events is based on the Phase 3 MNGEVT requirements to prepare for incidents/events (through processes, policies, and procedures), gather appropriate audit/log data from appropriate sources, and identify events/incidents (network and user abnormal behavior) through the analysis of audit/log data.

        iii. Manage Events supports the runtime collection of attributes (actual state) and continuous monitoring of the policies related to attributes for Ongoing Assessment (actual state vs. desired state) to enhance current or apply new security and privacy controls and countermeasures. The results of the Ongoing Assessment will be used as inputs to OMI Ongoing Authorization risk assessment process to determine if the level of risk remains acceptable for a given information system to support continued authorization and operation.

iv. Ongoing Assessment is the continuous process of comparing security related attributes between the Actual State and the Desired State. This comparison is performed by the CDM Policy Decision Point (PDP). The discrepancy between Actual State and Desired state impacts the security posture of the implementation of NIST SP 800-53 controls and countermeasures. The results of the Ongoing Assessment are used to evaluate the changes in risk posture associated with the discrepancy. Ideally, the Ongoing Assessment process is fully automated with the Desired State being encoded in the CDM PDP and the Actual State being measured using CDM sensors.

v. This CDM capability covers verification and validation of processes, policies, and procedures supporting cybersecurity preparation, audit and log data collection, security analysis of audit/log data, incident reporting to provide forensic evidence of malicious or suspicious behavior, and ongoing assessment.

vi. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

b. Operate, Monitor and Improve

i. Focus: Operate, Monitor and Improve is responsible for audit data aggregation, correlation, and analysis, incident prioritization and response, and post-incident activities (e.g., information sharing).

ii. Operate, Monitor and Improve is based on Phase 3 OMI requirements for audit data aggregation, correlation and analysis, incident prioritization and response, and post incident activities (e.g., information sharing).

iii. Ongoing Authorization is the continuous evaluation of the change in risk level related to changes in security policies concerning static object attributes (i.e., actual state and desired state) for threat behaviors that impact the security posture. This impact to security is measured by capturing changes in existing safeguards (e.g., NIST SP 800-53 controls and countermeasures) and identification of new component weaknesses and vulnerabilities.

iv. This CDM capability covers verification and validation of processes/procedures to aggregate, correlate, and analyze audit/log data, to prioritize incidents and associated response actions, to quickly mitigate the impact of an incidents, to take appropriate remediation actions to eliminate the impact (restore normal operations) of the same incident, to support information sharing and collaboration (both internal and external) to minimize or prevent impact of future incidents, and ongoing authorization.

v. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond

and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

c. Design and Build in Security

i. Focus: Design and Build in Security is responsible for preventing exploitable vulnerabilities from being effective in the software/system while in development or deployment. The Design and Build in Security process is focused on identifying, controlling and removing weaknesses/vulnerabilities from the software/system. Exploitable vulnerabilities may include software/system design, coding errors, software/system designs that leave a large and complex attack surface that cannot be defended, and weaknesses that can only be exploited during system/software execution.

ii. Design and Build in Security is based on the Phase 3 DBS requirements that extend the focus of Phase 1 Software Asset Management and Vulnerability Management to achieve a level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner.

iii. The U.S. government and critical infrastructure sectors are increasingly dependent on commercial products and systems, which present significant benefits including low cost, interoperability, rapid innovation, a variety of product features, and choice among competing vendors. However, with some of these benefits there is an increase in the risk of a threat event which can directly or indirectly affect the supply chain, which often go undetected, and may result in risks to the acquirer. The purpose of Supply Chain Risk Management (SCRM) is to enable the provisioning of the least vulnerable solutions to agencies, through a robust assessment of supply chain risks, communication about those risks to the agencies, and appropriate response and monitoring of those risks throughout the entire system lifespan.

iv. This CDM capability covers verification and validation of processes/procedures to prevent and detect software vulnerabilities, to determine the provenance of system components, and to measure software assurance for built and acquired software components.

v. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover to security infractions due to malicious behavior and unintentional user actions during normal operations.

5. Emerging Tools and Technologies

   Focus: Innovative capabilities to cybersecurity not currently encompassed by the other capability areas.

Standards Compliance

Contractors providing offerings through the CDM Tools SIN must provide compliant products and services in accordance with the laws and standards cited herein. Additional laws and standards may be applicable to specific orders and Blanket Purchase Agreements.

Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

Enterprise user license requirements (EULA)/Commercial supplier agreements (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs) or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

Technical services

A hotline technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided as part of Equipment Maintenance Services or Software Maintenance Services.

PERFORMANCE OF SERVICES ASSOCIATED WITH PRODUCTS

1. The Contractor shall commence performance of Services on the date agreed to by the Contractor and the Ordering Activity.

2. The Contractor agrees to render Services during normal working hours, unless otherwise agreed to by the Contractor and the Ordering Activity.

3. The Ordering Activity should include the criteria for satisfactory completion of each order. Services shall be completed in a good and workmanlike manner.

4. Any Contractor travel required in the performance of the CDM Tools SIN for a specific requirement at the order level must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city

pair contracts. All travel will be agreed upon with the Ordering Activity prior to the Contractor's travel.

Responsibilities of the contractor

1. The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of an order is custom-developed software, FAR 52.227-14 Rights in Data may apply.

2. The Contractor shall comply with contract clause (FAR 52.204-21) for the basic safeguarding of contractor information systems that process, store, or transmit Federal contract information (as defined in the contract clause) received by the Contractor in performance of the contract.

Invoices for services

The Contractor, upon completion of the Services ordered, shall submit invoices. FAR 52.212-4 in the contract contains terms for commercial items. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring Services performed during the preceding month

Description of products, services and pricing

The Contractor shall provide a description of offerings under CDM Tools SIN in the same manner as the Contractor sells to its commercial and Ordering Activity customers. The Contractor shall provide pricing and a description with part numbers for products and the associated services that have been approved as part of the Product Qualification Requirements of the SIN. Any applicable delivery and licensing terms should be included.

Total solution

Labor categories/qualifications are not included in this SIN; however, ordering activities may acquire a total solution to meet a specific requirement for an order or BPA involving multiple Federal Supply Schedule SINs. Contractors report the sales to GSA under the SINs the items are sold. For example, an agency may post an RFQ requesting a total solution anticipating offerings from multiple SINs, such as IT Professional Services 54151S or Highly Adaptive Cybersecurity Services (HACS) 54151HACS along with CDM Tools 541519CDM for products and product associated services.

Terms and conditions applicable to purchase of general-purpose commercial information technology training subcategory, information technology training (special item number 611420)

Glossary of definitions

1. **"Training Materials"** shall mean the manuals, handbooks, texts, handouts, etc. normally provided with course offerings.

2. **"Training Catalog"** shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

Scope

1. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

2. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

Time of delivery

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

Cancellation and rescheduling

1. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the applicable Manufacturer's Training Catalog.

2. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.

3. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

Follow-up support

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

Price for training

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

Invoices and payment

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Format and content of training

1. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in an applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210 and 54151.

2. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

3. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

4. The Training Catalog shall provide most of the following information for each training course offered:

    a. The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

    b. The length of the course;

    c. Mandatory and desirable prerequisites for student enrollment;

    d. The minimum and maximum number of students per class;

e. The locations where the course is offered;

f. Class schedules; and

g. Price (per student, per class (if applicable)).

5. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

6. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

4. "No charge" training

"No charge" training is not available under the scope of this schedule contract.

Terms and conditions applicable to purchase of general-purpose commercial information technology electronic commerce subcategory, electronic commerce and subscription services (special item number 54151ECOM)

Glossary of definitions

"Service Provider" shall mean a provider of the Electronic Commerce Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

"Statement of Work" shall mean the mutually agreed upon document between Contractor and Ordering Activity setting forth the description of services to be performed including milestones, any specifications and evaluation criteria.

Scope

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

The Contractor, through Service Provider, shall provide services at a location, as agreed to by the Contractor and the Ordering Activity.

Performance incentives I-FSS-60 (April 2000)

Performance incentives may be agreed upon between the Contractor and the Ordering Activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

The Ordering Activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.

Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, Ordering Activities shall consider establishing incentives where performance is critical to the Ordering Activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Order

Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

Performance of services

The Contractor shall commence performance of services on the date agreed to by the Contractor and the Ordering Activity.

The Ordering Activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

Stop-work order (FAR 52.242-15) (AUG 1989)

1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

a. Cancel the stop-work order; or

b. Terminate the work covered by the order as provided in the default; or

c. The termination for convenience of the government, clause of this contract

2. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

   a. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

   b. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the government, the contracting officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

Inspection of services

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time and Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time and materials and labor ¬hour orders placed under this contract.

Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product (i.e., deliverable) of a Statement of Work is custom developed software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

Responsibilities of the ordering activity

Subject to security regulations, the Ordering Activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

Independent contractor

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering Activity.

Organizational conflicts of interest

1. An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Ordering Activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either:

    a. (i) result in an unfair competitive advantage to the contractor or its affiliates or

    b. (ii) impair the contractor's or its affiliates' objectivity in performing contract work

2. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering Activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the Ordering Activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

Payment

1. For firm-fixed price orders the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

    a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

   i. The offeror;
   ii. Subcontractors; and/or
   iii. Divisions, subsidiaries, or affiliates of the offeror under a common control.

Incidental support costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the Ordering Activity in accordance with the guidelines set forth in the FAR.

Approval of subcontracts

The Ordering Activity understands that Contractor, as an authorized reseller, will ultimately subcontract or furnish any of the work called for in a task order or Statement of Work through an applicable Service Provider.

Description of electronic commerce (EC) services and pricing

A description of each type of EC Service offered under Special Item Numbers 54151ECOM E-Commerce is set forth in Attachment A. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other Ordering Activity customers.

Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices: e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

Terms and conditions applicable to purchase of general-purpose commercial information technology telecommunications subcategory, wireless mobility solutions (special item number 517312)

Definition

"Service Provider" shall mean a provider of the Wireless Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

Acceptance testing

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

Equipment

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

Warranty

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

1. Activation of the user's service

2. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall use reasonable commercial efforts to complete all warranty services promptly upon notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

Management and operations pricing

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

Training

The Contractor shall provide normal commercial installation, operation, maintenance and engineering interface training on the system at the prices specified in Attachment B.

Monthly reports

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

Wireless service plan

The wireless service plans offered by Contractor hereunder are listed by applicable Service Provider in Attachment A.

USA Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of
small, small disadvantaged and women-owned small business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

Suggested formats for Blanket Purchase Agreements

Best Value
Blanket Purchase Agreement
Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____
Ordering Activity Date

_____
Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
Blanket Purchase Agreement

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

   MODEL NUMBER/PART NUMBER
   _____
   _____
   _____

   *SPECIAL BPA DISCOUNT/PRICE
   _____

2) Delivery:

   DESTINATION
   _____
   _____
   _____

   DELIVERY SCHEDULES / DATES
   _____
   _____
   _____

3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
4) This BPA does not obligate any funds.
5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
6) The following office(s) is hereby authorized to place orders under this BPA:

   OFFICE

   _____
   _____
   _____

   POINT OF CONTACT
   _____
   _____
   _____
   _____

7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   a. Name of Contractor
   b. Contract Number
   c. BPA Number
   d. Model Number or National Stock Number (NSN)
   e. Purchase Order Number
   f. Date of Purchase
   g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information) and
   h. Date of Shipment

9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Basic Guidelines for Using "Contractor Team Arrangements"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirement.
These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.
Orders under a Team Arrangement are subject to the terms and conditions of the Federal Supply Schedule Contract.
Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.
Customers should refer to FAR 9.6 for specific details on Team Arrangements.
Here is a general outline on how it works:

1. The customer identifies their requirements.
2. Federal Supply Schedule Contractors may individually meet the customer's needs, or -
3. Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
4. Customers make a best value selection.

Attachment A

Original Equipment Manufacturer (OEM) supplemental pricelist information and terms

Select the manufacturer to view supplemental pricelist information and terms.

A

Agent 50		

B

Bivio	bob.ai	

C

Cambium Networks	Canonical	Convergys
Corellium		

D

Dassault Systemes	Delaero	

E

No current suppliers		

F

Firemon	Forescout	Freedom Scientific

G

Gigamon		

H

Hook Security		

I

Infor		

J

No current suppliers		

K

Kaseya		

L

LogMeIn		

M

MarkLogic	MSC Software	

N

Napatech	Next Earth Solutions	

O

Oversight		

P

Pega	Planview	Pragma
Precisely	PTC	

Q

Qualys		

R

RedSeal		

S

SecureLogix	Silver Peak	

T

22 Miles	Thunderhead.com	TPGi

U

UKG	Upland	

V

Verint		

W

No current suppliers		

XYZ

No current suppliers		

CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

KRONOS

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

A. KRONOS GENERAL TERMS' SALES SOFTWARE (on premise) SUPPORT SERVICES (EXCLUDING webTA and Workforce GovTA), EQUIPMENT AND PROFESSIONAL SERVICES
Exhibit A.1 – EQUIPMENT PURCHASE AND RENTAL TERMS AND CONDITION
Exhibit A.2 - WORKFORCE GOVTA SOFTWARE LICENSE

B. KRONOS webTA and Workforce GovTA SUPPORT POLICIES AND SERVICES

C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

D. KRONOS WORKFORCE CENTRAL SAAS TERMS

E. KRONOS WORKFORCE READY SAAS TERMS (contracted prior to July 2020)

F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES

G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)

H. KRONOS WORKFORCE TELESTAFF IVR SERVICE

I. WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

KRONOS GENERAL COMMERCIAL SALES TERMS

These supplemental terms and conditions apply to accepted order made to Contractor to all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order"). In addition to these terms the following sections apply for the different specific offerings: the terms of section A shall apply to the Software licensed (on premise) and Equipment purchase or rental, support and professional services, Section B shall apply to the Support services of the webTA Software and Workforce GovTA; Section C shall apply to the Hosting Services purchased in relation with certain Software licensed under Section A; Section D shall apply to the Workforce central Saas Orders; Section E shall apply to the Workforce Ready Saas Order; Section G shall applicable to the Software and Equipment support services (except WebTA and Workforce GovTA), Section H shall apply to the Workforce Telestaff IVR order and Section I shall apply to Workforce Dimension Terms and Conditions.

SECTION A KRONOS GENERAL TERMS' SALES SOFTWARE (on premise), SOFTWARE SUPPORT SERVICES, EQUIPMENT AND PROFESSIONAL SERVICES

1. GENERAL LICENSE TERMS
Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Ordering Activity pays for a copy of the Software constitutes a license fee that entitles Ordering Activity to use the Software as set forth below. Contractor grants to Ordering Activity a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. Ordering Activity shall not use the Software if it is in breach of the terms of this Section A. Upon termination of this license Ordering Activity will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Ordering Activity's possession or control. This license is subject to all of the terms of this Section A of this Attachment A. Specific license terms and conditions applicable to the Workforce GovTA Software are set forth in Exhibit A.2 of this Section A.

2. FEE BASED LIMITATIONS
Ordering Activity recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Ordering Activity. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Ordering Activity agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Ordering Activity's own business. Ordering Activity agrees not to increase the number of

employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Ordering Activity pays the applicable fee for such increase/upgrade. Ordering Activity may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

3. OBJECT CODE ONLY

Ordering Activity may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section A of this Attachment A. Ordering Activity shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

4. PERMITTED COPIES

Ordering Activity may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Ordering Activity.

5. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

6. LIMITED WARRANTY

Contractor warrants that all Kronos Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Software media, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Ordering Activity only and shall not apply to any Software media in the event of:

(a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, , unusual physical or electrical stress or causes other than normal and intended use;

(b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or

(c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Ordering Activity is responsible for ensuring that Ordering Activity complies with requirements of federal and state law where applicable. If Ordering Activity is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Ordering Activity is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Ordering Activity of any professional obligation concerning the preparation and review of such reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using such Software and satisfy itself that those calculations are correct.

7. PROFFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at established fixed hourly prices labor rates and described in a statement of work.

(b) WARRANTY

Contractor warrants that all professional and educational services performed under this Section A of this Attachment A shall be performed in a professional and competent manner. In the event that Contractor breaches this warranty, and Ordering Activity so notifies Kronos through Contractor within 30 days of receipt of invoice for the applicable services, the Ordering Activity's remedy and Contractor's liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Ordering Activity.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and are in Section F of this Attachment A. In the event of a conflict between the Professional Services Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment shall prevail.

8. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Ordering Activity must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Renewal of support will be agreed by the issuance of a new order and Contractor accepting such order.

(c) GOLD SERVICE OFFERINGS

Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity shall issue a new purchase order to Contractor for such installation or retraining at Contractor's thencurrent GSA prices.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Ordering Activity forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at http://www.kronos.com/services/support-services.aspx .

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Contractor through Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Ordering Activities purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Ordering Activities purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section A of this Attachment A at Ordering Activity's expense under a separate order.

Ordering Activities purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Ordering Activity location where the Software is installed. During this onsite visit, Contractor through Kronos shall work with Ordering Activity to identify ways to help Ordering Activity increase functionality or maximize utilization of the Software in Ordering Activity's specific environment. Ordering Activity must be utilizing the then-current version of the Software.

(e) ADDITION OF SOFTWARE

Additional Software purchased by Ordering Activity as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to this Section A of this Attachment A at the same support option as the then current Software support coverage in place under these terms. Ordering Activity agrees to pay the charges for such addition as per the Order.

(f) RESPONSIBILITIES OF ORDERING ACTIVITY

Ordering Activity agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Ordering Activity's reported Software problem. If Ordering Activity requires the use of a specific remote access technology not specified by Kronos, then Ordering Activity must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(g) WARRANTY

Contractor warrants that all support services shall be performed in a professional and competent manner.

9. KRONOS SUPPORT SERVICE POLICIES

Kronos' Support Services Policies shall apply to all Support Services purchased and may be accessed in Sections B for the WebTa Software support services and Section G for the other products of this Attachment A. In the event of a conflict between the Support Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment A shall prevail.

10. EXPORT

Ordering Activity acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Software.

11. FIRMWARE

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such
Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

12. TRAINING POINTS

Training Points which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at http://customer.Kronos.com and each session has the Training Points value indicated. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Ordering Activity's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the
"KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Ordering Activity's Software Support, and shall renew for additional one (1) year terms provided Ordering Activity renews its KnowledgePass Education Subscription as provided below.

The KnowledgePass Subscription is available when the Ordering Activity subscribe on annual basis.

Limitations: Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use and may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Ordering Activity employee who completes the TTT Program.

14. CONFIDENTIAL INFORMATION

Among other information that may be Confidential Information, the Ordering Activity hereby agree that the Software (and Software
documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secrets.

15. GENERAL

(a) Ordering Activity shall not assign, transfer or sublicense the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(b) Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Ordering Activity is not entitled to any products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Section A of this Attachment.

(c) Use, duplication, or disclosure by the United States Government is of the Software, Documentation and any other type of technical data provided hereunder are commercial in nature and developed at private expense. The Software is licensed as Commercial Computer Software and subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer
Software clause at DFARS 252.227-7013, or the provision of the GSA Schedule contract, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable. Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in this Attachment A.

Exhibit A.1 – EQUIPMENT PURCHASE, RENTAL AND SUPPORT

The following terms and conditions supplement the terms and conditions of A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable. Rental of Equipment is only available with the software as a service offerings such as those outlined in Section D and I.

1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor through Kronos sells to Ordering Activity the Equipment listed on that Order Form for the price stated on that Order Form in accordance with the GSA Schedule Pricelist. Payment and delivery terms are as stated on the Order Form. Contractor will invoice Ordering Activity for purchased Equipment upon shipment of the Equipment.

2. Equipment Rentals (only available with Software as a Service offerings)

The following terms apply only to Equipment Ordering Activity rents from Contractor when indicated on the applicable Order Form as Rental Equipment:

2.1 Rental Term and Warranty. The term of the Equipment rental and the warranty for such Equipment shall run coterminously with the Term of the Service.

2.2 Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times during the Term. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations hereunder.

2.3 Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

2.4 Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph.

2.5 Equipment Support. Contractor shall provide to Ordering Activity the Depot Exchange Equipment Support Services described below, the Fees for which are included in the Rental Fees for the Equipment.

2.6 Return of Equipment. Upon termination or expiration of the Rental Period for the Equipment or upon termination or expiration of the Order Form, for any reason, Ordering Activity shall return at its expense, within thirty (30) days of the effective date of termination, the Equipment. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted.

3. Warranty

Contractor warrants that all Kronos Equipment shall be free from defects in materials and workmanship, for a period of ninety (90) days from delivery. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a. damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b. failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Documentation; or

c. malfunctions resulting from the use of badges or supplies not approved by Kronos.

4. Firmware

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

5. Export

Ordering Activity acknowledges that the Equipment may be restricted by the United States Government or by the country in which the Equipment is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Equipment.

6. Equipment with Finger Scan Sensor Technology.

The following terms apply only to any Equipment with finger scan sensor technology purchased by Ordering Activity from Kronos or a Kronos reseller ("Finger Scan Equipment"):

(a) To the extent that any biometric privacy laws may apply to Ordering Activity's use of the Finger Scan Equipment, Ordering Activity warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Ordering Activity further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Ordering Activity further warrants that it will ensure that any

releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Contractor, Kronos and its authorized subcontractors.

(b) Ordering Activity agrees to be responsible for any penalties or fines, or other liabilities resulting from to Ordering Activity's breach of any of the foregoing warranties in Section 6 (a) above.

7. Equipment Support

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide Equipment Support Services for Ordering Activity's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form to and from locations within the United States and Puerto Rico.

7.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth in Section 3 of this Section I. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), if agreed upon by the issuance of a new order and Contractor accepting such order.

7.2 Payment

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Ordering Activity under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

7.3 Depot Support Service

7.3.1 Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote support in an attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of Attachment A.

7.3.2 Depot Exchange: Contractor through Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

7.3.3 Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Upon receipt of the failed Product, Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

7.3.4 Device Software Updates Only: Ordering Activity shall be entitled to receive:

(a) Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and

(b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Products.

Service packs for the Products are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Products under an annual Equipment Support Services plan with Kronos.

Contractor warrants that all service packs and firmware updates provided under this Exhibit A.1 shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

7.4 Responsibilities of Ordering Activity

Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

(a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
(b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
(c) Ensure that the Product(s) are returned to Kronos properly packaged; and
(d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

7.5 Support Exclusions

7.5.1 Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

(a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
(b) Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
(c) Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
(d) Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
(f) Ordering Activity's repair, attempted repair or modification of the Products.

7.5.2 Professional Services provided by Contractor through Kronos in connection with the installation of any software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Equipment Support Services. Firmware (including equipment service packs), which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Equipment Support Services plan with Kronos.

7.6 Warranty

Contractor warrants that all repairs performed under this Exhibit A.1 shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

7.7 Limitation of Remedies

To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

EXHIBIT A.2 WORKFORCE GOVTA SOFTWARE LICENSE

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce GovTA Software license and support services specified on an Order Form signed by Ordering Activity (the “Order Form”). The Software described on the Order Form shall be delivered by electronic delivery to Ordering Activity

Contractor and Ordering Activity hereby agree that these terms and conditions of this Exhibit A.2 of Section A of the Attachment A apply for all order forms for the services Workforce GovTA. These terms are effective as of the date of the Order Form is accepted by the Contractor (“Effective Date”).

1. DEFINITIONS

“Software” means those Workforce GovTA set forth on an Order Form which are licensed to Ordering Activity to use under the terms of this Exhibit A.2.

“Billing Start Date” means the date the billing of the Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Service Fees for any Software license and support ordered by Ordering Activity after the date of this Exhibit A.2 which are incremental to Ordering Activity’s then-existing Software license and support services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

"Initial Term" means the initial term of the Software license and support services as indicated on the Order Form.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

"Renewal Term" means one year or such other renewal term of the Software license and support services as indicated on the Order Form.

"Service Fee(s)" means the recurring fees described in an Order Form in accordance with the GSA Schedule Pricelist. Service Fees include fees for usage of the Software license and support services as applicable. Billing of the Service Fee(s) commences on the Billing Start Date.

"Support services" mean the support services to the Software and which are more fully described in Section B of this Attachment A.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The license of the Software commences upon delivery of the license. The Term of Software license and support services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Software license and Support services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.

2.2 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Software license and Support services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section A by Contract, Contractor shall refund Ordering Activity any pre-paid fees for Software license and Support services, and Implementation Services not delivered by Contractor;

(b) Ordering Activity's right to use the Software shall be revoked and be of no further force or effect;

(c) Ordering Activity agrees to timely return all Contractor-provided materials related to the Software to Contractor at Ordering Activity's expense or, alternatively, destroy such materials (including the copies of the Software) and provide Contractor with an officer's certification of the destruction thereof; and

(d) All provisions in the Exhibit A.2 of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Service Fees and such other Contractor offerings, all as set forth on the Order Form in accordance with the GSA Schedule Pricelist. The Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Except as otherwise set forth on the Order Form, all other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Exhibit A.2, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Exhibit A.2 of Section A of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials; and, c) any embedded third party software, libraries, or other components, which form a part of the Software. The Software contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Software in object code only and shall not reverse compile, disassemble or otherwise convert the Software or other software comprising the Software into uncompiled or unassembled code. Ordering Activity shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Software.

4.2 Ordering Activity acknowledges and agrees that the right to use the Software is limited based upon the amount of the Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use

any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Software, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Contractor' licensors or Suppliers, is granted hereunder.

4.3 Ordering Activity may authorize its third party contractors and consultants to access the Software through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Exhibit A.2 of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Software, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Software or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Software.

4.5 When using and applying the information generated by the Software, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations.

5. SUPPORT SERVICES

Ordering Activity shall provide the Support Services at the Gold level as described in Section B of this Attachment A.

6. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

6.1 Contractor represents and warrants to Ordering Activity that the Software, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

6.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Software at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Software, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Exhibit A.2 of Section A of this Attachment A as Ordering Activity's remedy. Contractor' obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 6, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

7. LIMITATION OF LIABILITY

7.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

7.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

7.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS' NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. CONFIDENTIAL INFORMATION

8.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

9. GENERAL

9.1 Ordering Activity shall not assign the rights to use the Software license and support services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.

9.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

SECTION B KRONOS webTA and Workforce GovTA SUPPORT POLICIES AND SERVICES

1. General Information

- The current Gold Support standard policies and maintenance services for the Kronos webTA and Workforce GovTA families of products are listed below unless the Ordering Activity has different agreements in their existing contracts governing their maintenance support services. In the absence of a specific maintenance support services contract between Kronos and the client the maintenance support services listed in this document prevail.
- With respect to Kronos' separate product line of Workforce Central Software products and equipment, the standard policies and maintenance services can be found in Section G of this Attachment A
- Kronos webTA and Workforce GovTA customers are only eligible to receive Gold Support. Kronos Gold Plus, Platinum and Plus Programs are not available under webTA or Workforce GovTA support and maintenance agreements.
- Kronos Gold Support does NOT include or provide non-business hours support in any form (see "Gold Support Coverage Period" section below for specifics). Should a client request non-business hours support then a client specific support contract and funding mechanism (p.o.) must be in place in advance of the support requested by the Client. Kronos cannot guarantee or commit that it will have personnel available to provide non-business hours support, even if a Client specific contract and funding mechanism is in place, without 3 business day prior notice of the support requested and confirmation from the Client contracting officer that a p.o. is in place to pay for non-business hours billed by Kronos. If Kronos agrees with Client specific contract to provide non-business hours support then the client specific non-business hours support contract will include at a minimum that Kronos will consider all non-business hours requests as on-call requests and will bill the Client for all on-call hours for all Kronos personnel involved.

2. Product Coverage

Ordering Activities must purchase the same software support service type for all Kronos webTA and Workforce GovTA software products for each installation. The Kronos webTA and Workforce GovTA families of products are commercially available. The Supported Product List for the Kronos webTA and Workforce GovTA families of products is as follows:

Kronos webTA Products v3 (legacy) End of Engineering Support is 3/31/21:

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Report Server V3 only– web based reporting server
- Kronos webTA Reports V3 only– web based webTA reporting
- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module (available for capacity add only, existing installations)

Kronos webTA Products v4 (legacy) (available for capacity add only, existing installations):

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module

Kronos webTA Products v5:

- Kronos webTA V5 – time, attendance, and leave management
- Kronos webTA Smart-time V5 – required for time in/time out, suggestion base attendance & leave
- Kronos webLM V5– project tracking & costing
- Kronos webTA Web Services V5 – interoperability, interfacing, SOA, API
- Kronos webTA Reports V5 – web based webTA reporting

Kronos Workforce GovTA Term License Products v1:

- Kronos Workforce GovTA time and attendance Hourly V1 single user license- PEPY
- Kronos Workforce GovTA minutes entry module V1-PEPY
- Kronos Workforce GovTA projects module V1-PEPY
- Kronos Workforce GovTA services module V1-Per Server Per Year
- Kronos Workforce GovTA reports module V1-PEPY

Kronos webTA and Workforce GovTA

Contractor through Kronos only provides maintenance service support for the current version and release of the Kronos webTA and Workforce GovTA (for example, v1) and the immediate prior supported versions and releases (for example, v5) of the Software. Resolution of an issue may require that an Ordering Activity upgrade to the current release or version of the Software.

Kronos defines Version, Service Pack, and Patch as follows –

- Version: A software product upgrade that includes major new features or functionality.
- Service Pack: A software product upgrade that includes minor new features or functionality as well as defect repairs, bundled into a single update. Service Packs are cumulative - Service Pack "N" will, at minimum, include all of the changes delivered in Service Pack N-1.
- Patch: a defect repair for a Blocker Priority issue, delivered in advance of the next Service Pack. *Note: the software product hierarchy is: Version, Service Pack, Patch*

Note: Kronos reserves the right to make any changes it deems necessary for bug fixes or core features at their sole discretion. If a customer is receiving a service pack or patch, Kronos will determine the content, considering the customers' inputs, but the final scope will be determined by Kronos alone.

3. Support Exclusions

Kronos Gold Support service does not include service to the Software resulting from, or associated with any of the following. Kronos will consider any request for any work associated with any aspect of the following out of scope for this agreement and therefore treated as a professional services engagement to diagnose and address subject to the Contractor's current Kronos Professional Service GSA rates. Kronos requires written acknowledgement from Ordering Activity's authorized representative before commencing troubleshooting efforts.

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos or intended use; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos, including all middleware, authentication tools, security tools, and database changes and configurations; or
8. If a client alters the database in any manner on their own without partnering with Kronos then the maintenance support and warranties are no longer valid; or
9. Re-programming, including reconfiguration of the Software or any work on Ordering Activity's database.
10. Kronos will support or implement Software under the currently supported releases of 3rd party vendor infrastructure products (database, operating, and application software) only; or
11. Code developed by the customer, or by any consultant or contractor, which is not authorized by Kronos.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the Contractor's current Kronos Professional Service GSA rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, transaction codes, work schedules, accounting structures, workflows, role definitions, scripts, and interfaces. Creating New Business Rules
    a. Terminal Programming and Cold Start
    b. Pay Period Changes
2. IT related maintenance or external system configurations, analysis, and troubleshooting
    a. Unsupported Operating System, Database, or Software
    b. Database Software upgrades or troubleshooting
    c. Middleware upgrades or troubleshooting
    d. Performance related issues caused by non application events
    e. SSO Requirements or support
    f. Load Balancing configuration or support
    g. Monitor/management tools
    h. Internet security consulting/firewall integration or POAM support and remediation i. API/XML consulting
    j. Web Services consulting
    k. IT process review (backup, refresh, etc.)
    l. VMWare (Virtual Machine)
    m. All hardware (other than Kronos hardware)
3. Programming, modifying, implementing, training or troubleshooting the following:
    a. Data integration interfaces
    b. Custom Reports
    c. Custom Application extensions
    d. Creating SQL queries
    e. Modifying SQL queries created by Kronos or Ordering Activity
    f. Migrating SQL queries prior versions
4. Editing templates and creating new templates
5. Installing or reinstalling Applications such as, but not limited to:
    a. Adding a workstation
    b. Moving the Kronos application
    c. Reinstalling following a hard drive crash
    d. System Restoration after hardware failure
    e. Virus Protection and Spyware
6. Database Administration Maintenance or Services such as, but not limited to:
    a. Database maintenance scripts
    b. Writing or customizing database scripts for data reporting and/or retrieval
    c. Performance Tuning
    d. Sizing
    e. Load balancing

f. Data warehouse, data mart, cloud computing, data mashing consulting
g. Disaster Recovery (other catastrophic failure)
h. Database backup strategy and/or setup
i. Troubleshooting or error remediation

7. Establishing or maintaining a Non-Production Environment such as, but not limited to:
   a. Test environments, i.e., application servers, database servers
   b. Demonstration environment
   c. Training environment
   d. Stage environments
   e. Disaster recovery environments
8. Troubleshooting Environmental Issues such as, but not limited to:
   a. Operating System
   b. Network Issues
   c. Load Balancing
   d. Firewalls
   e. Servers
   f. Workstations
   g. Alternate sign on processes, such as single sign on or e-Authentication
9. Custom Reports or Custom Application Extensions
10. Implementation or configuration services related to upgrading product such as, but not limited to: a. Software implementation
    b. Porting custom software (i.e., reports)
    c. Change management
    d. Training
    e. New functionality deployment
    f. Application interfaces
11. Service to Kronos modified software is not provided, unless otherwise specified on the applicable Statement of Work and Purchase Order for such modified software.
12. Importing new data or developing additional interfaces
13. Load balancing configuration
14. Virtual server configuration
15. Regulatory, union, agency specific requirements, or excutive order requested changes
16. Security issues specific to the customers' environment that are outside of the application

4. Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Contractor through Kronos would no longer provide any type of support for the discontinued Software - no calls accepted, and no patches, bug fixes or changes in any form will occur no matter the Ordering Activity issue. The Ordering Activity is eligible to receive the next version or release of the Software as long as they are current on their maintenance support services payment and their current Software is not yet discontinued.

If the customers current Software has been discontinued and the client is current on their maintenance, but the Ordering Activity has not upgraded to the new version or release by the date of discontinuance of support, then the client will have to purchase new licenses of the Software. Kronos would provide a credit toward the purchase new licenses by the unused portion of their maintenance payment.

If the Ordering Activity does not remain current on their maintenance support services before the discontinuance of support, then they will not receive the next version or release of the Software until they reinstate their licenses of the Software. The client must become current on their maintenance and upgrade to the new version or release before the discontinuance of support date to avoid having to purchase new licenses of the Software.

If the Ordering Activity did not remain current on their maintenance support services and did not become current on their maintenance supports services before the discontinuance of support, then they will not receive the next version or release of the Software until they purchase new licenses of the Software.

All Professional Services required to perform Software upgrades will be billable engagements at the then current GSA rates.

5. Reinstatement of Support Services

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay the GSA price for the Support service for such lapsed or un-procured time period, plus the current support fee for the support option being purchased by Ordering Activity.

6. Gold Support Service Coverage Period

Contractor through Kronos provides maintenance support services to their customers during regular business hours. Regular business hours are defined as weekdays, Monday through Friday, between 9 a.m. and 5 p.m. Eastern Time, except on Kronos holidays and Federal holidays.

Contractor through Kronos will provide on-call Tier 2 and Tier 3 help desk support to diagnose and correct Kronos webTA or
Kronos Workforce GovTA system problems and bug fixes to the initial configured as tested, accepted, and deployed baseline release. The primary means of support is a 24-hour web interface to an electronic case management system. Support requests can be submitted at https://community.kronos.com or by calling our toll-free number, 800-394-4357. Support requests are forwarded to the appropriate support staff. Any requests submitted by phone will also be entered into the Kronos tracking system and managed via that system until the issue is resolved. As Kronos works to resolve issues submitted either by phone or entered directly into tracking system, all subsequent updates and statuses, reported by both the client and Kronos, will be posted and managed through the Kronos tracking system only.

A client must identify 1 or more individuals as designated webTA Administrators to fulfill that role as identified in the webTA software. A client must document these individuals by name & contact information. The trained Administrators are the only authorized individuals to enter tickets into the Kronos tracking system, unless otherwise agreed upon and documented by the client and Kronos. Kronos support personnel will work with the client's Administrators to assure that the client has thoroughly researched an issue on the clients end so that the client Administrators can verify & document that it is truly a Kronos issue that requires resolution.

7. Priority Based Support

Contractor through Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Federal Support has set up the following guidelines to assess the priority of each service request:

1. High Priority: These items are further defined as a critical outage. A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:
    a. Production is down and unable to sign-off Time Cards
    b. Crashes of the system
    c. Loss of data
    d. Severe memory leak
    e. No workaround is available

2. Medium Priority: This is a serious Ordering Activity issue which impacts ability to utilize the product effectively such as:
    a. Intermittent or inconsistent functionality results or data accuracy
    b. System performance is inconsistent or fluctuates
    c. A workaround is available.

3. Low Priority: Non-critical problems are generally Use and Usability issues and or "how to" questions such as:
    a. Data display inaccuracies or inconsistencies
    b. How do I set up a holiday pay rule?
    c. How do I run a report?
    d. Misspells
    e. Misaligned text
    f. Other cosmetic problems

8. Response Time

Response time shall mean from the time the case priority is set by Kronos' Federal Support Center until a Kronos support representative contacts the Ordering Activity, either by phone or via the Kronos tracking system during regular business hours, to begin service. Kronos utilizes a priority based support focus. Customers will be serviced during regular business hours in accordance with the following guidelines:

High Priority – 2 hours
Medium Priority – 4 hours
Low Priority – 8 hours
All response times are business hours.

9. Critical Outages

Kronos Federal Support will provide continuous effort on all high priority critical outage events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be*

dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Federal Support engineer during this period. Support outside the scope of the services agreement is billable at the applicable GSA rates and will require a separate order. If the critical outage is the result of or related to any factor listed in the Support Exclusions section of this agreement, then they are considered outside the scope of the services agreement and will require a separate order.

SECTION C APPLICATION HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

All references to Kronos in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, Kronos Incorporated."

This Application Hosting Addendum of Supplemental Terms and Conditions (the "Addendum") applicable for hosting services ordered by the Ordering Activity for Kronos Software licensed under Section A of this Attachment A.

1. DEFINITIONS

"Application Hosting Program" or "Program" means (i) accessibility to the commercially available object code version of the Kronos hosted applications, as set forth in the Managed Services SOW, by means of access to the password protected Ordering Activity area of the Kronos hosting environment, and (ii) all Hosting Related Services.

"Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Ordering Activity content shared or processed on equipment under the control of Kronos or a Supplier.

"Hosting Related Services" means certain services set forth in a statement of work containing hosted related services (the

"Managed Services SOW"), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or managed services and maintenance services related to hosting.

"Initial Term" means the initial term for which Kronos shall provide the Program to Ordering Activity and as set forth in the applicable Managed Services SOW executed by Ordering Activity.

"Internal Use" means the use of the Program: (i) by Ordering Activity's personnel solely for Ordering Activity's internal business purposes and (ii) by any authorized employee, agent or contractor of Ordering Activity to process information relating to Ordering Activity's employees assigned to, or potential employees of, Ordering Activity's authorized business unit(s), solely for the internal business purposes of such business unit(s).

"Monthly Service Fee(s)" means the monthly fees described in the Managed Services SOW and set forth on the applicable Order Form in accordance with the GSA Schedule Pricelist, which shall include all Hosting Related Services fees.

"Order Form" means the order request form supplied by Ordering Activity that lists the Upfront Fees and Monthly Service Fees for the elements of Ordering Activity's particular Program.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Production Environment" means a permanent environment established for the daily use and maintenance of the Application in a live environment throughout the term of a Program.

"Services Commencement Date" means that the earlier of (a) the date the Software will be ready to be transferred to the hosted environment, as mutually agreed by the parties in writing or (b) 90 days after the Effective Date. Notwithstanding the foregoing, the Services Commencement Date for software hosted in a Temporary Environment shall commence seven (7) days after the Effective Date. For Ordering Activity ordering additional Programs, the Service Commencement Date for the products list on that which is incremental to Ordering Activity's existing products shall be the date this Order Form is executed

"Service Description" means the detailed service description (including any supplementary service terms) specified in the Managed Services SOW which sets forth the specific Program to be provided to the Ordering Activity.

"Supplier" means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

"Temporary Environment" means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Managed Services SOW as a Temporary Environment.

"Upfront Fees" means the one time, Ordering Activity-specific infrastructure set-up fees as indicated on the Order Form that will be charged to Ordering Activity to enable access to the Program.

2. MANAGED SERVICES STATEMENT OF WORK

The description of the particular Program ordered by the Ordering Activity, the Program term, the Monthly Service Fee rates, the
Upfront Fees and other fees, if any, applicable to the Program are described in the applicable Managed Services SOW and Order
Form. Kronos will not change the Monthly Service Fee rates it charges for Ordering Activity's existing Program, or the SLA, during the Initial Term. Thereafter the changes applicable charges may change to the extent consistent with the GSA pricing.

3. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Contractor through Kronos, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair the Program, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

5. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; ORDERING ACTIVITY OBLIGATIONS

5.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity's Content in the Program.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity's Content will not: (a) infringe or violate any third party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

5.3 Ordering Activity will, at its own cost and expense, provide all equipment, operating systems, and software (including a web browser) not provided by Contractor through Kronos and needed to access and use the Program in accordance with the technical requirements set forth in the Managed Services SOW. Ordering Activity will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Ordering Activity accessing the Program, unless such connectivity services are purchased from Contractor as indicated on the Managed Services SOW and Order Form.

5.4 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. INTERNET ACCESS

6.1 If Ordering Activity purchases from Contractor dedicated internet connectivity to utilize the Program, such dedicated access into the hosting center will be delivered to Ordering Activity.

6.2 If Ordering Activity uses open internet connectivity or Ordering Activity-supplied VPN internet connections to access the Program, Ordering Activity acknowledges that the performance and throughput of the internet connection cannot be guaranteed by Contractor through Kronos, and variable connection performance may result in application response variations.

6.3 Ordering Activity hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with

Contractor, Kronos, its Suppliers or any of its affiliates, and that it is a separate network of computers independent of Contractor and Kronos. Access to the internet is dependent on numerous factors, technologies and systems, many of which are beyond Kronos' authority and control. Ordering Activity acknowledges that Contractor or Kronos cannot guarantee that the internet access services chosen by Ordering Activity will meet the level of up-time or the level of response time that Ordering Activity may need. Ordering Activity agrees that its use of the internet access services and the internet is solely at its own risk, except as specifically provided in this Addendum, and is subject to all applicable local, state, national and international laws and regulations.

7. COMMENCEMENT OF PAYMENT.

In consideration of the delivery of the Program, Ordering Activity shall pay Contractor the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the Services Commencement Date, and shall be invoiced monthly. In addition, Ordering Activity shall be billed the one time set-up fee and any additional Upfront Fees set forth in the applicable Order Form. Ordering Activity acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

8. LIMITATION OF LIABILITY

KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS
NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY
RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR
APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. DATA SECURITY

9.1 As part of the Program, Contractor through Kronos shall provide those Kronos security-related services described in the Managed Services SOW. Ordering Activity acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular securityrelated service as just one tool to be used as part of an overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties.

9.2 All Personally Identifiable Data contained in any Software, Equipment or systems supplied by Contractor through Kronos, or to which Contractor through Kronos has access to under this Addendum, as between Contractor and Ordering Activity, is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity hereby consents to the use, processing and/or disclosure of Personally Identifiable Data only for the purposes described herein and to the extent such use or processing is necessary for Contractor through Kronos to carry out its duties and responsibilities under this Addendum or as required by law.

9.3 Prior to initiation of the Program and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor through Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity and which could be imposed on Kronos as a result of provision of the Program. Ordering Activity will ensure that:

(a) the transfer and storage of any Personally Identifiable Data to Kronos and managed by Kronos' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Ordering Activity will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.4 At no cost to Ordering Activity, Contractor through Kronos shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Program, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, all Personally Identifiable Data.

10. TERMINATION

10.1 Upon termination, Contractor shall have not obligation to continue to provide the Program. Failure to make payment of the Program fees or of any other default of the Ordering Activity shall not constitute a waiver by contract of any such fees or other fees which remain unpaid.

10.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

SECTION C-1 CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

This Section C-1 shall apply to Cloud Hosting Services purchased in relation with certain Software licensed under Section A provided that the initial Cloud Services were ordered after October 2016. The Cloud Hosting Services is not available for WebTA or GovTA Software.

Ordering Activity has ordered with Contractor to acquire licenses to certain Kronos software applications, as well as equipment and related services under Section A and Ordering Activity desires to use those Kronos software applications in Kronos' managed cloud environment (the "Kronos Private Cloud") in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Contractor desires to assist Ordering Activity in doing so. The parties agree as follows:

1. DEFINITIONS

"Application(s)" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Ordering Activity is only hosting a portion of the Applications for which Ordering Activity has a perpetual license) and which are made accessible to Ordering Activity for use in the Kronos Private Cloud under the terms of this Section C-1.

"Billing Start Date" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

"Cloud Services" means access to the password protected Ordering Activity area of the Kronos Private Cloud and those services related thereto such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto, all as further described Exhibit D-1 of Section D.

"Ordering Activity Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Kronos Private Cloud.

"Initial Term" means the initial term of the Cloud Services as indicated on the Order Form.

"Monthly Services Fee(s)" means the monthly fees described in the applicable Order Form in accordance with the GSA Schedule Pricelist.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor, including without limitation the prices and fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Production Environment" means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the Term.

"Renewal Term" means the renewal term of the Services as indicated on the Order Form.

"SLA(s)" means a service level agreement offered by Contractor for the Production Environment and attached to this Section C-1 as Exhibit C-1.1 which contains key service level standards and commitments that apply to the Kronos Private Cloud.

"SLA Credit" means the credit calculated in accordance with the SLA and offered by Contractor in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services.

"Temporary Environment" means a transient database environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

"Term" means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Contractor will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 Ordering Activity may terminate the Cloud Services in accordance with the procedures set-forth in FAR 52.212-4.

2.4 At no cost to Ordering Activity, Contractor shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Cloud Services, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, Ordering Activity's Content.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Ordering Activity shall pay Contractor the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. This Monthly Services Fee shall begin to accrue on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form.

3.2 Ordering Activity may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Contractor. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Ordering Activity and Contractor.

4. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Kronos Private Cloud, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Section C-1 or use the Cloud Services for any purpose other than Ordering Activity's internal business purposes on behalf of Ordering Activity's authorized business unit(s).

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Ordering Activity pays for annual maintenance and support under the Section A of the Attachment A. Ordering Activity must maintain the Software under an active maintenance plan with Contractor throughout the Term. If Contractor, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair access to the Kronos Private Cloud, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as permitted by Ordering Activity's applicable security policies.

6. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; AND ORDERING ACTIVITY OBLIGATIONS

6.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity's Content in the Kronos Private Cloud.

6.2 Ordering Activity represents and warrants to Contractor that Ordering Activity's Content will not: (a) infringe or violate any third party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

6.3 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide unauthorized access to the Kronos Private Cloud to any third party; (b) use the Kronos Private Cloud on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Kronos Private Cloud or Cloud Services; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Cloud Services or any software components of the Cloud Services; (e) use, or allow the use of, the Kronos Private Cloud in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Kronos Private Cloud any virus or other code or routine intended to disrupt or damage the Kronos Private Cloud, alter, damage, delete, retrieve or record information about the Kronos Private Cloud, Cloud Services or its users; (g) excessively overload the Kronos Private Cloud; (h) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Kronos Private Cloud.

7. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Contractor and Contractor' representatives with physical or remote access to
Ordering Activity's computer and network environment as mutually agreed upon may be reasonably necessary in order for Contractor to perform its obligations under the Agreement. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Agreement.

8. SERVICE LEVEL AGREEMENT

Contractor shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. ORDERING ACTIVITY'S SOLE AND
EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT C-1.1.

9. LIMITATIONS

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE SECTION A OF ATTACHMENT A, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

10. DATA SECURITY

10.1 As part of the Cloud Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described Exhibit D-1 of Section D. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section A and C-1 of this Attachment A.

10.2 As between Ordering Activity and Contractor, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Contractor and Contractor' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Contractor' duties and responsibilities under the Agreement or as required by law.

10.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or

become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Cloud Services. Ordering Activity will ensure that: (a) the transfer to Contractor and storage of any Personally Identifiable Data by Contractor or Contractor' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT C-1.1 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Cloud Services are provided with the service levels described in this Exhibit C-1.1. SLAs are only applicable to Production Environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's Production Environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in
Ordering Activity's Production Environment and end when Contractor through Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	**Service Credit to be applied for the affected month**
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, Customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as set forth at FAR 52.212-4(f); d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit C-1.1 is attached; (f) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Applications, when necessary. During these Maintenance Periods, the Applications are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Applications available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Cloud Services are:

Monday through Friday	04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday	12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Kronos.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Applications are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if (a) Ordering Activity is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Applications and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Applications than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION D
WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section D of the Attachment A apply for all order forms for the services Workforce Central SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section D" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section D.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form.
Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section D which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Cloud Services" means those services related to Ordering Activity's cloud environment such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described in Exhibit D-1

"Ordering Activity Content" means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

"Equipment" means Kronos equipment specified on an Order Form which are provided under Exhibit A.1 of Section A of this Attachment A..

"Implementation Services" means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. The professional and education services are described in the Statement of Work and will be provided as set forth on the Order Form and Statement of Work.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

"KnowledgePass Content"/"KnowledgePass Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Renewal Term" means one year or such other renewal term of the Services as indicated on the Order Form.

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

"Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Contractor and Ordering Activity.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

"Training Points" has the meaning ascribed to it in Section 7.6 below.

TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section D by Contract, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation Services not delivered by

Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect, and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term),

Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period,

Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

(d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and

(e) All provisions in the Section D of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Contractor offerings, all as set forth on the Order Form in accordance with the GSA Schedule Pricelist. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. . All other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Section D, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Section D of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Application in object code only and shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license Section D found at http://www.redhat.com/licenses/jboss_eula.html. Ordering Activity acknowledges that execution of separate third party agreements may be required in order for Ordering Activity to order and use certain add-on features or functionality, including without limitation tax filing services.

4.2 Ordering Activity acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Contractor' licensors or Suppliers, is granted hereunder.

4.3 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section D of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.5 When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Ordering Activity is solely

responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Ordering Activity of any professional obligation concerning the preparation and review of any reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section D of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor through Kronos and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section D of this attachment A and Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section D of the Attachment A and Order Form.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Contractor through Kronos will provide the Implementation Services to Ordering Activity. In the event that Contractor is required to travel to Ordering Activity's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and in accordance with the GSA terms. Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Section D of the Attachment A, the terms of this Section D of the attachment A shall prevail.

7.2 Additional Services. Ordering Activity may engage Kronos through Contractor to provide other services which may be fixed by activity or provided on a time and material basis, both based on the prices established in this Contract and the applicable Order.

7.3 Support. Kronos through Contractor will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Ordering Activity may log questions online via the Kronos customer Portal. As part of such support, Kronos will make updates to the Services available to Ordering Activity at no charge as such updates are released generally to Contractor' customers. Ordering Activity agrees that Contractor may install critical security patches and infrastructure updates automatically as part of the Services. Section G of this Attachment A (Support Policies and Services) shall apply to all Support Services provided by Contractor ("Support Policies"). In the event of a

conflict between the Support Policies and this Section D of this Attachment A, the terms of this Section D shall prevail.

7.4 Support Services for Equipment. See Section A, Exhibit A.1

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Contractor through Kronos will provide Ordering Activity with the KnowledgePass Education Subscription. The KnowledgePass
Education Subscription provides access to certain educational offerings provided by Contractor (the "KnowledgePass Content"). Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use. Ordering Activity may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of training kits solely for Ordering Activity's internal use.

7.6 Training Points. "Training Points" which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Contractor through Kronos. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Ordering Activity, Ordering Activity's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at:
www.kronos.com/products/workforce-central-saas/training-guidlines.aspx
Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Ordering Activity.

7.8 Technical Account Manager. Ordering Activities purchasing a Kronos Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Ordering Activity will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos training for the Applications covered under Section D of this Attachment A at Ordering Activity's expense.

8. ORDERING ACTIVITY CONTENT
Ordering Activity shall own all Ordering Activity Content. Contractor through Kronos acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section D of this Attachment A and applicable law.

9. INTENTIONALLY DELETED

10. SERVICE LEVEL AGREEMENT
Contractor through Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service
Level Agreement attached hereto as Exhibit D-2 and which is hereby incorporated herein by reference. ORDERING ACTIVITY'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT D-2.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

10.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

10.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section D of this Attachment A as Ordering Activity's remedy. Contractor'

obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

10.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY

12.1 As part of the Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described at: http://www.kronos.com/products/workforcecentralcloud/cloud-guidelines.aspx. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section D of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section D of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section D of this Attachment A and Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

13.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS' NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

Cloud Offering – Single Tenant

The following applies to single-tenant Applications within the Kronos Cloud:

Cloud Offering	
Environments: One standard Production and one Non-Production (Development) environment.	Included. More nonproduction environments are available for additional fees.
Environment restoration: Restore of Production environment to one Non-Production environment once per week. Ordering Activity is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the NonProduction environment.	Included. More frequent restores or additional environments will be subject to additional time and material fees.
Connectivity to Service: Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.	Included
Device Initiated Terminal Connectivity: In Device Initiated mode of communication, the Kronos Terminal initiates all communications with the Device Manager Server at Kronos Cloud over the internet. For this method, it is required that the customer open port 443 and port 444 outbound. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to 4500 series and does support certain models released thereafter.	Included
Remote Access to Non-Web Applications: Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.	2 named users included
SFTP Accounts: SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). This location is not designed for long-term storage and files may be deleted after 30 days after creation.	2 logins included
Operating System and Database Software Management: Includes application of	Included

Cloud Offering	
critical security patches, service packs and hot-fixes; maintenance of servers.	
Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.	Included
Backup: Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.	Included
Security: Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes. In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments. Customer agrees not to upload payment card information as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under HIPAA.	Included
Read-Only ODBC Access: Kronos will provide customer read-only ODBC access into customer's Production and NonProduction databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to customer's internal systems to account for limitations of read-only OBDC protocol.	If selected on Order Form

Cloud Offering	

Basic Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe. The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.	Included
Enhanced Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours. In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve. Workforce Analytics, Workforce Record Manager, Workforce TeleStaff Workforce TeleTime IP and all Non-Production environments are excluded from the RTO.	If selected on Order Form
Cloud Offering	
The following services are not included in the Enhanced Disaster Recovery Services but may be purchased from Kronos on a time and material basis and subject to additional fees: a customer specific DR plan with annual review and Kronos project management for a live DR test.	
Temporary Environments: Temporary Environments are designed for classroom training up to about 40 people and/or functional application testing of roughly five to ten simultaneous people. To order a temporary environment you must be paying for a production environment in Kronos Cloud.	If selected on Order Form

Third Parties: If Customer uses a third party to configure and implement Customer's Applications, the following applies: Such third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments. Third parties will not be granted access to Customer's production environment for purposes of configuring the Applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 Reports are applicable to the production environment only and not such third parties' activities.	If Customer uses 3rd party as part of implementation

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Transparent Data Encryption (i.e. data at rest encryption) is not supported.
	Connecting modem clocks to the Kronos Cloud is not supported.
	Applications will support English only unless stated on the Order Form.
	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionally outside of WIM that runs in the Kronos Cloud may incur additional fees.

	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Historical employee data can be maintained for the duration of the agreement and renewal periods per customer business requirements. Retention policies do not apply to configuration data.
	Sizing considerations based on a three year growth projection of the Production database environment. After 3 years, an archiving strategy may be reviewed with the customer for Service performance.
	Custom reports for Workforce Central are created using Microsoft Visual Studio. If made available from Microsoft the free version of Visual Studio Express will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for creating reports. Customer is limited to two named users for report creation who match the two included users for remote access to non-web applications (e.g. Citrix Receiver). Customer created reports for Workforce HR and Payroll may have reduced functionally from Kronos product documentation due to security restrictions in Kronos Cloud.
	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application(s).
	Use of the Workforce Central translation toolkit requires a Kronos professional services engagement to import/export the translation file(s) into a test environment and into the Production environment.
Product Specific Considerations	
	Workforce Record Manager (if included on order form) – When Workforce Record Manager is included it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between Production environment and Non-Production environment, a direct connection between Production and NonProduction environments is not supported. Customer should open a ticket with Kronos Global Support to request migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall be subject to additional time and material fees.
	Workforce TeleTime IP - Teletime IP requires customer to procure from a third party provider a private line (e.g. MPLS) into the Kronos Cloud that meets Kronos Cloud technical standards. Kronos will provide information on how connectivity is established by customer.

Workforce Central Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

Project Coordination: Project Manager to coordinate the upgrade project. • Up to eight 30-minute weekly status calls (one per week) • Coordinate Kronos resources • Send meeting invites • Provide Project Timeline and expected customer commitment at the start of the project • Provide initial Project Schedule and communicates progress during weekly status calls Provide Communication Plan and Contact List	Included
Planning Phase	
Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included

Assessment Phase	
Assessment of Interface Upgrade	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included
Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes	Included
introduced as part of the technical upgrade as defined in product documentation. For Workforce Central Version 8 this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included

Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements.	Not Included
Upgrade of interfaces and reports created or provided by customer	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

Project coordination lasts for no more than 8 weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within 8 weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.

If not specifically noted, the Ordering Activity should assume responsibility of the task and/or deliverable.

EXHIBIT D-2 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-2. SLAs are only applicable to production environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in Ordering Activity's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % **(as measured in a calendar month)**	**Service Credit to be applied to Ordering Activity's monthly invoice for the affected month**
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

"**Excluded Event**" means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as defined in FAR 52.212-4(f); (c) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (d) any suspension of the Services in accordance with the terms of the Section D to which this Exhibit D-2 is attached; (e) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (f) using an Application in a manner inconsistent with the product documentation for such Application.

"**Maintenance Period**" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)

Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Contractor.
"**Monthly Minutes (MM)**" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"**Total Minutes Not Available (TM)**" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Ordering Activity is in breach or default under the Section D at the time the
Outage occurred; or (b) the Outage results from an Excluded Event. If Contractor through Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60)

calendar days of the conclusion of the month in which the Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section E of the Attachment A apply for all order forms for the services in relation with Workforce Ready® SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section E" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section E.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section E which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Ordering Activity Content" means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means Kronos equipment purchased or rented by Ordering Activity under this Section E.

"Initial Term" means the initial term of the Services as indicated on the Order Form.
"Monthly Service Fee(s)" means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

"Renewal Term" means one year or such other renewal term of the Services as indicated on the Order Form.

"Services" means (i) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

"Supplier" means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

"Term" means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section E by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for services not delivered by Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term),
Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period,
Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

(d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and

(e) All provisions in the Section E of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form in accordance with the GSA Schedule Pricelist. Billing will commence on the Billing Start Date with the Monthly Service Fees to be invoiced on the frequency

set forth on the Order Form ("Billing Frequency"). Except as expressly set forth in the Section E of this Attachment A, all amounts paid to Contractor are non-refundable.

3.2 The Setup Fees shall be invoiced upon execution of the Order Form and shall be due net 30 days following receipt date of invoice. Ordering Activity acknowledges that setup fees may be charged to Ordering Activity by third parties for Add-on Features, provided that the third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as specified on the Order Form. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Contractor through Kronos will monitor Ordering Activity's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Section E, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Ordering Activity as having an "Active" status during the period.

3.3 Ordering Activity agrees that except in those circumstances in which Ordering Activity is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Ordering Activity agrees to pay Contractor each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Contractor though Kronos based the amounts identified on all Order Forms for Ordering Activity's Usage of the Services, plus Equipment rental fees, if any. In the event that Ordering Activity does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Ordering Activity shall remain responsible for paying the Minimum Monthly Fees for that month.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Section E of this Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features described on the Order Form. Ordering Activity agrees not to use any other modules or features unless Ordering Activity has licensed such additional modules or features. Ordering Activity may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations.

4.2 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section E of this Attachment A; and c) does not provide such access to a competitor of Contractor who provides workforce management services.

4.3 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to

comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Ordering Activity at no charge as they are released generally to its customers as part of the Services. Ordering Activity agrees to receive those updates automatically as part of the Services. Contractor through Kronos also may offer new products and/or services to Ordering Activity at an additional charge. Ordering Activity shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Contractor through Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Ordering Activity's continued use of the Services after Kronos posts or otherwise notifies Ordering Activity of any changes indicates the Section E of Attachment A and the Order Form to those changes.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section E of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section E of this Attachment A and the Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section E of this Attachment A. Contractor is hereby (i) granted access to such Ordering Activity data to perform its obligations under the Section E of this Attachment A and the Order Form and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Contractor through Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Ordering Activity during the discovery portion of the implementation. Ordering Activity shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Contractor and Ordering Activity's implementation responsibilities are described more specifically in the Services Implementation Guideline attached as Exhibit E-1.

7.2 Standard Support. Contractor through Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos customer Portal.

7.3 Educational Materials and Content. Ordering Activity will have access to certain educational materials and content (the "Educational Content") within the Services. Ordering Activity recognizes and agrees that the Educational Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the Educational Content provided in *pdf form solely for Ordering Activity's internal training purposes and may not disclose such Educational Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

8. Ordering Activity content

Ordering Activity shall own all Ordering Activity Content. Contractor acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Notwithstanding the foregoing, Ordering Activity grants Contractor permission to combine Ordering Activity's business data with that of other Ordering customers in a manner that does not identify the Ordering Activity or any individual in order to evaluate and improve the services Contractor offers to Ordering customers. In addition, Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section E of this Attachment A and applicable law.

9. INTENTIONALLY DELETED

10. SERVICE LEVEL AGREEMENT

Contractor through shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, as governed by FAR 52.212-4(f).

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Contractor's sole obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section E of this Attachment A as Ordering Activity's remedy. Contractor's obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or

c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION E, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Ordering Activity data. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section E of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section E of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section E of this Attachment A and the Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 Except as specifically provided in this section E of this Attachment A, Kronos and its suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.

13.2 The total aggregate liability of Contractor or Contractor's suppliers to ordering activity and/or any third party in connection with the section E shall be limited to direct damages proven by ordering activity, such direct damages not to exceed an amount equal to the total net payments received by contractor for the Services in the Twelve (12) month period immediately preceding the date in which such claim arises.

13.3 In no event shall Contractor or Contractor's suppliers, their respective affiliates, service providers, or agents be liable to Ordering Activity or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the services or the Section E, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract or otherwise, and regardless of whether contractor or supplier has been advised of the possibility of any such liability, loss or damage.

13.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, contractor disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, Trojan horses, and worms), Ordering Activity's content or applications, third party unauthorized access of equipment, SaaS applications or systems, or machine error.

13.5 The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Contractor may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Section E of this Attachment A.

Kronos® Workforce Ready™ Implementation Guidelines

Travel Expenses

In the event that Ordering Activity requests Kronos to travel to Customer's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

Item	Kronos Responsibility	Ordering Activity Responsibility
Time and Labor	Kronos will configure and implement Workforce Ready Time and Labor module.	It is the responsibility of the customer to Complete the Time and Attendance templates.
Accruals	Kronos will configure and Implement the Workforce Ready Accruals module.	It is the responsibility of the customer to Complete the Time and Accruals templates.
Human Resources	Kronos will configure and implement Workforce Ready Human Resources module.	It is the responsibility of the customer to Complete the Human Resource templates.
Payroll	Kronos will configure and implement Workforce Ready Payroll module.	It is the responsibility of the customer to Complete the Payroll templates.

Clocks	Kronos will configure up to 3 clocks and configure the customer's IT staff to replicate physically mount all clocks. It is the additional configurations. responsibility of the customer to configure/install additional clocks.	It is the responsibility of the customer to train the install/
Network	Kronos will provide specifications on recommended network settings to allow communications between the hosted environment and the clocks.	It is the responsibility of the customer to configure their network to allow inbound and outbound communications to and from the clocks. Specific ports/firewall settings may need to be modified to allow communications.
Tax Filing	Kronos will coordinate the communication between MasterTax and the customer. provide Kronos with the necessary tax Kronos will confirm proper configuration of the payroll information to setup the MasterTax exports. export to MasterTax .	It is the responsibility of the customer to
Employee import	An employee import will be configured to pull employee based information into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Accrual import	An accrual import will be configured to pull accrual balances into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Payroll export	Kronos will provide a standard export file for Ready. Kronos with the necessary import file specifications	It is the responsibility of the customer to provide Workforce for their payroll software.
Training	Kronos will provide 1 administrative training session and up to 2 manager training sessions conduct all employee and any remaining for each software product purchased.	It is the responsibility of the customer to manager training sessions.

SECTION F

Professional and Educational Services Engagement Policies
The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

Professional Services:

1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.

2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.

3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).

4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.

5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.

6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.

7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.

8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an

approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:

1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
2. After Hours
   i. All scheduled work will be billed at 1.5 times the current contract rate by role.
   ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.

e. Weekend
   i. All scheduled work will be billed at 2.0 times the current contract rate by role.
   ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.

f. Holiday
   i. All scheduled work will be billed at 2.0 times the current contract rate by role.
   ii. Holiday is recognized Kronos Holiday (see below).

g. Onsite Support requiring Travel:
   i. All travel time (portal to portal) will be billed at the current contract rate by role.
   ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations.

9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel, Ordering Activity will be charged for failure to meet the following notification requirements:

2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work.
Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is *an example:*
o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer *cancels on:*
-Friday - no *penalty*
-Monday - 50% of planned charges are invoiced (2 hours) Tuesday - 100% of planned charges are invoiced (4 hours) Here is a holiday example:
o Work is scheduled for Wednesday, ip - 5p (4 hours)
o Customer cancels on:
-Thursday - no penalty
-Friday - 50% of planned charges are invoiced (2 hours)
-Monday- holiday; doesn't count as "business day"
-Tuesday --- 100% of planned charges are invoiced (4 hours) Kronos Professional Services recognizes the following holidays:

New Year's Day President's Day Memorial Day
Independence Day Labor Day
Thanksgiving Day and the day after
Christmas Day

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, Ordering Activity allocated time, Ordering Activity scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor's then current GSA rate for such requested services.

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.

2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
    a. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start *date* to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
    b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.

3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.

4. Educational Services ordered are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire. New Order will need to be reissued by the Contracting Agency

5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
    a. After Hours
    There will be a 1.5 times premium in either per student public or per class private day rates. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
    b. Weekend
    There will be a 2.0 times premium in either per student public or per class private day rates. Weekend is 5:00 PM Friday - 8;00 AM Monday.
    c. Holiday
    There will be a 2,0 times premium in either per student public or per class private day rates. Holiday is recognized Kronos Holiday (see below).
    d. Onsite Support requiring Travel:
    All travel time (portal to portal) will be billed at the current contract rate by role.
    Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.) subject to applicable Government security requirements.

2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.), subject to Government prior approval.

3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.

5. Ordering Activity Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SECTION G
SUPPORT POLICIES AND SERVICES (not applicable to WebTA Software Support Services)

Product Coverage
For each installation, Ordering Activities must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at http://customer.kronos.com/support/status/index.htm.

Workforce Central suite
Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite
Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central
Contractor through Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative — Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates
Ordering Activities electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license GSA fees.

Support Exclusions
Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Contractor Service GSA rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
    a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
    b. Custom Reports
    c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
    a. Adding a Workstation
    b. Moving the Application
    c. Reinstalling following a Hard Drive Crash
    d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
    a. Database maintenance scripts
    b. Writing or customizing database scripts for data reporting and/or retrieval
    c. Performance Tuning
    d. Sizing
    e. Disaster Recovery
    f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
    a. Test environments, i.e., application servers, database servers
    b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
    a. Operating System
    b. Network Issues
    c. Firewalls
    d. Servers
    e. Workstations
    f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
    a. Software implementation
    b. Porting custom software (i.e., reports)
    c. Change management
    d. Training
    e. New functionality deployment
    f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life
Contractor through Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services
In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay (i) the support services fees at current GSA Schedule contract price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current GSA Schedule contract price for the applicable product(s) by issuing a new purchase order.

Service Coverage Period
Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check Contact Us on the Ordering Activity Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:
US - 8:00 a.m. - 8:00 p.m. local time
24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support
Contractor through Kronos provides support on a "priority" basis. As such, Ordering Activities with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious Ordering Activity issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy — accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the Ordering Activity portal.

Response Time
Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Ordering Activity to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Ordering Activity and Kronos.

e.g., If a Gold support Ordering Activity's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would
respond before 8:55 a.m., local time, the next business day (Monday–Friday for Gold Support customers).

Critical Outages
Contractor through Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the

case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Global Support engineer during this period.*

Technical Escalation
Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation
Ordering Activities may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at http://customer.kronos.com/ContactUs.htm.

Software Support Services and Features
Contractor through Kronos provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

Platinum Plus Support Service
Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available *24 hours per day*, 7 days per week. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

Platinum Support Service
Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

24 x 7 x 365 telephone access to Kronos Global Support
Access to Senior Support Engineers
Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service
Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from *8:00 a.m.–8:00 p.m.*, local time, Monday–Friday. Gold Plus customers can designate *2 named contacts*.

Gold Support Service
Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00
p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)
The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

Knowledge base
Documentation (Manuals and User Guides)
Service packs
Customer forums
Technical Advisories and Technical Insiders

Frequently asked questions (FAQs)
*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)
Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal*.

Service Case Studies (Available to Gold and Platinum level customers)
When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)
Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)
Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)
Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)
HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an awardwinning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)
SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HRrelated mini-courses. Browse the courses in the SHRM e-learning catalog http://www.shrm.org/elearning/ to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)
Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)
Kronos Support Services entitles all Ordering Activities who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)
Accessed by our Ordering Activities thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that Ordering Activities ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)
For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday–Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)
Online access to documentation for most of Kronos' products, for example:
Installation guides
Configuration guides
Database administrators guides
User guides
System administrators guides
Database views reference
guides.

Customer Forums (Available to all Support Agreement customers)
Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)
A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service
Ordering Activities seeking support outside their service coverage period or Services that are not covered by your Support service or Ordering Activities without a Support Agreement on Active Product will be charged at the current GSA hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday–Friday 8:00 a.m.–5:00 p.m.	2
Monday–Thursday 5:01 p.m.–7:59 a.m.	4
Friday–Monday 5:01 p.m.–7:59 a.m.	8

Conditions:
1. Time billed is minimum billable in accordance with the terms and conditions of the underlying GSA IT Schedule 70 Contract and the Purchase Order.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday– Friday.

3. The response time for customers without a support agreement is within two business days.

4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service
The premium hardware service option: Contractor through Kronos sends a replacement unit on an advance exchange basis by nextbusiness day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange Ordering Activities procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:
You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:
Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA IT Schedule 70 rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service
This service was designed for those who keep their own inventory of spare terminals and options.

How it works:
You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:
NOT available from the Australia and China Support Services groups.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance
Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:
Go to the Customer portal at http://customer.kronos.com.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:
The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service
Per-event rates apply to Ordering Activities without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:
You contact Contractor through Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the Ordering Activity by regular surface transportation.

Conditions:
Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service does NOT *include access to equipment service packs / firmware updates*.

SECTION H
WORKFORCE TELESTAFF IVR
SERVICE (Licensed or User Based)

This Section H is amending the Section A or D of Attachment A applicable between Contractor and Ordering Activity governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Section A or D , as applicable and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service Contractor through Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Ordering Activity may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."

2. Maintenance.
Telestaff IVR maintenance will entitle Ordering Activity to Telestaff IVR phone support and software updates and shall commence on the date set forth in the applicable Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Ordering Activity's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Ordering Activity wants maintenance for the Workforce Telestaff IVR License Per Port, Ordering Activity must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).

3. Implementation. To initiate and setup administration of the required communications, Contractor through Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW"). Any additional professional services for non-standard implementation services will be provided at

mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

4. Methodology of payment: The Contractor will invoice Ordering Activity as set forth on the GSA Schedule Contract and as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate identified on the Order Form. Ordering Activity's right to begin using the service shall begin upon activation of the service after implementation/configuration.

5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Ordering Activity agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Contractor shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Contractor's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: http://voxeo.com/aup and Ordering Activity agrees that it shall be liable for all loss, damage or injury that may result from Ordering Activity's failure to abide by such Policy. Ordering Activity acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

6. Telestaff IVR Security. The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of Section A or D as applicable or this Section H to the contrary, Ordering Activity understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Ordering Activity and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information
Contractor's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Contractor and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

7. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form and will be renewed by the signature of a new order form. Any change will be identified on the Order and shall be in accordance with the pricing and this Attachment.

SECTION I WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Kronos' Workforce Dimensions software as a service and other related offerings specified on an Order Form signed by Ordering Activity (the "Order Form").

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section I of the Attachment A apply for all order
forms for the Services. These terms are effective as of the date the Order Form is accepted by the Contractor ("Effective Date")

This Section I includes the following exhibits, which are incorporated by reference, and which form an integral part of this contract:

Exhibit A:
Attachment A-2: Service Level Agreement
Exhibit B: Workforce Dimensions Cloud Guidelines
Exhibit C: Customer Success
Attachment C-1: Customer Success Plans
Attachment C-2: Customer Success Programs
Attachment C-3: Advisory Support Offerings
Exhibit CC: UPDATE Customer Success (Effective as of July 13th 2020)
Attachment CC-1: UPDATED Workforce Dimension Support Policies Exhibit D:
Acceptable Use Policy (AUP):
Exhibit E: AtomSphere Service and Boomi Software

DEFINITIONS

"Section I" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Acceptable Use Policy" and "AUP" are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

"Aggregated Data" is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

"Applicable Law(s)" means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party's respective business.

"Authorized User" means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Ordering Activity uses to access the Service.

"Application(s)" means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Agreement.

"Boomi AtomSphere Service" means the third-party service for the creation of integrations by Ordering Activity as further described in Exhibit E, which the Ordering Activity and Ordering Activity's Authorized Users have the right to access through the Service.

"Boomi Software" means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

"Configuration(s)" means the Ordering Activity specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

"Controls" means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Contractor through Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

"Customer Data" means all content Ordering Activity, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

"Customer Success Plan(s)" means the services provided by Contractor through Kronos to support and maintain the Service as described in Exhibit C, including but not limited to the Support Plans and the Customer Success Programs.

"Ordering Activity Indemnified Party(ies)" means Ordering Activity and Ordering Activity's respective directors, officers, and employees.

"Data Protection Law(s)" means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party's collection, use, processing, storage, or disclosure of Personally Identifiable Information.

"Documentation" means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

"Educational Services" means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

"Equipment" means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form and provided as set forth I Exhibit A.1 of Section A of this Attachment A.

"Equipment Support Services" means the maintenance and support services related to Kronos' support of Equipment as further described in Attachment A-1.

"Feedback" means suggestions, ideas, comments, know how, techniques or other information provided to Kronos for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

"Fees" means the charges to be paid by Ordering Activity for a particular item.

"Implementation Services" means those professional and educational services provided by Contractor through Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

"KnowledgeMap™ Learning Portal" means the online educational portal providing access to self-paced learning modules.

"KnowledgeMap™ Live" means the subscription service providing instructor led training by user role on a rotating course schedule.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth, among other things, the items ordered by Ordering Activity and to be provided by Contractor through Kronos and the Fees to be paid by Ordering Activity.

"Party(ies)" means Contractor or Ordering Activity, or both of them, as the context dictates.

"PEPM" means the per employee per month fee for a Ordering Activity's Authorized Users access to the Service.

"Personally Identifiable Information" means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under Applicable Data Protection Law.

"Professional Services" means the professional, educational, consulting, or training services provided by Contractor through Kronos pursuant to an Order Form and which are not described in a Statement of Work.

"Seasonal Licenses" are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

"Service" means the Contractor through Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos' hosted environment and the services described in the section related thereto.

"Statement of Work" and "SOW" are interchangeable terms referring to a written description of the Implementation Services.

"Technology" means the intellectual property of Kronos within the Service, including but not limited to the Applications.

"Term" means the Initial Term and any Renewal Terms.

1. ORDER FORMS

1.1 The following commercial terms may appear on an Order Form:

a. The Application(s) included in the Service, and the other offerings being ordered by Ordering Activity
b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
d. Renewal Term (i.e., the renewal billing term of the Service)
e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
   i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
   ii. "Monthly in Arrears" means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
f. Reserved
g. Reserved

1.2 The following Fees as set forth on the GSA Pricelist may appear on an Order Form:

a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
b. Customer Success Fees for Premium and Premium Plus Plans
c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.) d. Equipment Purchase Fees
e. Equipment Rental Fees
f. KnowledgeMap™ Live Fees

1.3 Contractor through Kronos may also sell (or rent) Equipment to Ordering Activity, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A1.

2. BILLING

2.1 Contractor will invoice the Fees on the Billing Frequency indicated on the Order Form in accordance with the GSA Pricelist. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Ordering Activity will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Ordering Activity will send payment to the attention of Contractor at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provide in this Section I, all amounts paid to Contractor are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term, as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

3. IMPLEMENTATION SERVICES, PROFESSIONAL SERVICES, AND EDUCATIONAL SERVICES

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section I. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Ordering Activity may configure the Applications itself, as part of the Implementation Services as described in an SOW,
Contractor through Kronos may also configure the Applications. Contractor through Kronos will configure the Applications based on Ordering Activity's instructions and direction. Ordering Activity is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Contractor through Kronos may also provide Professional Services to Ordering Activity that do not require an SOW but which will be as set forth on an Order Form.

3.4 The KnowledgeMap™ Learning Portal is included in the PEPM Fees. If included on an Order Form, Contractor through Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Ordering Activity upon at least sixty (60) days prior written notice before the start of a Renewal Term. Ordering Activity is permitted to assign one (1) employee to each user account (or seat) included in Ordering Activity's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Ordering Activity will designate one (1) named user account to act as a training administrator. The KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users.

3.5 Contractor through Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Professional Service policies set forth in Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services and Professional Services provided by Contractor through Kronos. In the event of a conflict between the Professional Services Policies and this Section I, the terms of this Section I shall prevail.

4. SERVICE LEVEL AGREEMENT

Contractor through Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Ordering Activity's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Section I.

5. DATA, CONFIDENTIALITY, SECURITY AND PRIVACY

5.1 DATA

5.1.1 Ordering Activity owns Customer Data. Ordering Activity is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Ordering Activity is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

5.2 CONFIDENTIALITY

Each Party will treat the Confidential Information of the other Party with the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Contractor recognizes that courts of competent jurisdiction may require release of confidential information and that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

5.3 SECURITY AND PRIVACY

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Ordering Activity consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Ordering Activity will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Ordering Activity has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Ordering Activity will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Contractor through Kronos will notify Ordering Activity in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. WARRANTY

Contractor warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
PURPOSE. If Ordering Activity informs Contractor in writing that there is a material deficiency in the Service which is making this warranty untrue, Contractor will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Contractor is unable to do so within a reasonable period of time, Ordering Activity may terminate the then remaining Term of the Order Form under Section I of this Attachment A, which will be Ordering Activity's sole and exclusive remedy. Ordering Activity agrees to provide Contractor with reasonable information and assistance to enable Contractor to reproduce or verify the nonconforming aspect of the Service.

7. LICENSE

7.1 Technology License

7.1.1 As part of the Service, Contractor will provide Ordering Activity access to and use of the Technology, including the Applications. Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Ordering Activity acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Ordering Activity's payment of the corresponding PEPM Fees. Ordering Activity agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Ordering Activity agrees not to use any other Application nor increase the number of employees using an Application unless Ordering Activity enters into an additional Order Form that will permit the Ordering Activity to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Ordering Activity has a right to use this Technology and to receive the Service subject to this Section I. No other use of the Technology is permitted. Ordering Activity is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Ordering Activity cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. SCOPE AND AUTHORITY

8.1 Authorized Users may access the Service on Ordering Activity's behalf, and Ordering Activity will be responsible for all actions taken by its Authorized Users. Ordering Activity will make sure that Authorized Users comply with Ordering Activity's obligations under this Section I. Unless Contractor breaches its obligations under this Section I, Kronos is not responsible for unauthorized access to Ordering Activity's account, nor activities undertaken with Ordering Activity's login credentials, nor by Ordering Activity's Authorized Users. Ordering Activity should contact Contractor immediately if Ordering Activity believes an unauthorized person is using Ordering Activity's account or that Ordering Activity's account information has been compromised.

8.2 Access to the Service includes access to the Marketplace feature (the "Marketplace"). The Marketplace allows Ordering Activity to electronically enter into agreements and make transactions such as orders, contracts, statements of work, and notices of cancellation. Ordering Activity shall configure the Marketplace to disable use by its Authorized Users if it does not agree to enter into electronic transactions or agreements. Ordering Activity acknowledges that if it does not disable use of the Marketplace it agrees to be bound by agreements and transactions electronically entered into through the Service.

9. SUSPENSION

9.1 Contractor through Kronos reserves the right to temporarily suspend the Service if in Kronos's reasonable judgment, the Service or any component thereof are about to suffer a significant threat to security or functionality.

9.2 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the AUP. Contractor through Kronos and its third party cloud service provider reserve the right to review Ordering Activity's use of the Service and Customer Data for AUP compliance and enforcement. Ordering Activity acknowledges that failure to comply with the AUP may result in a significant threat to the security or functionality of the Services. If Contractor through Kronos discovers an AUP violation, Contractor through Kronos may temporarily suspend Ordering Activity's use of the Service immediately without notice.

Article 10. TERMINATION

10.1 Effects of Termination

If the Section I is terminated for any reason:

a. All Fees will be paid by Ordering Activity for amounts owed through the effective date of termination.
b. Any Fees paid by Ordering Activity for the Service not rendered prior to the effective date of termination will be refunded to Ordering Activity.

c. Ordering Activity's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Ordering Activity will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Contractor through Kronos that will enable Ordering Activity to so extract Customer Data. If Ordering Activity requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section I.
d. Contractor through Kronos will delete Customer Data after Ordering Activity's rights to access the Service and retrieve Customer Data have ended. Contractor through Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
e. Contractor and Ordering Activity will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section I.
f. Provisions in this Section I which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. EXTENT AND LIMITATIONS OF LIABILITY

11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION I OF THIS ATTACHMENT A, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR ONTRACTOR'S SUPPLIERS TO ORDERING ACTIVITY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION I WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY THE DATE IN WHICH SUCH CLAIM ARISES.

11.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS SECTION I. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

11.3 THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS; NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. CHANGES

The information found in any Exhibit (or at any URL referenced in this Section I) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

13. FEEDBACK

From time to time, Ordering Activity may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Ordering Activity hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Ordering Activity or any other restriction or obligation, whether based on intellectual property right claim or otherwise. Any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section I limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14. GENERAL

14.1 Ordering Activity and Contractor shall not assign the rights to use the Services without the prior written consent of the other Party and any purported assignment, without such consent shall be void.

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this Attachment A-2. This Attachment A-2 does not apply to the Boomi development environment described in Exhibit E.

Availability: The production environment of the Service will maintain 99.75% Availability. SLA Credits become available starting the
month after Ordering Activity's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Ordering Activity is entitled to a credit to Ordering Activity's monthly invoice for the affected month, such credit to be equivalent to 3% of Ordering Activity's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Ordering Activity's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Ordering Activity; (d) any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events as governed by FAR 52.212-4(f); (g) expected downtime during the Maintenance Periods described below; (h) any temporary suspension of the Service in accordance with the terms of this Section I; (i) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions. The current Maintenance Period is each Saturday, 12:00 AM - 4:00 AM (US) EST.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Ordering Activity and ends when Kronos has restored availability to the Service.
Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Ordering Activity with Availability metrics on a monthly basis for each prior calendar month. Ordering Activity must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Ordering Activity waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Service and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Service than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the Parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B: Workforce Dimensions Cloud Guidelines

Solution Definition	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
Connectivity	
Connectivity to service	The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships. Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.
Connectivity	
SFTP accounts	The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos® integrations. The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login are not supported by the SFTP service.
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Usage	
Storage	Storage will be aligned with the number of employees using Workforce Dimensions and the number of software modules being deployed. Storage is covered by the per-employee-per-month fees.
Secure file transfer limits	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
API usage	Data can be accessed through APIs. Kronos reserves the right to limit usage of APIs to preserve the integrity of the system and to charge additional fees for usage of the APIs beyond "normal levels" as required for integrations with other systems. The expected volume of API calls may be exceeded by building additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
Policies	
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.

Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Data retention	As part of the standard offering transactional data will be retained for 3 years in production environment and an additional 4 years in archive. After the 7 years' customers will need to extract data that they require to keep for longer periods of time. Kronos has the right to purge the data after 7 years.
Customer termination support	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Servicelevel agreement uptime	99.75% system availability
Maintenance window	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
Data usage	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

EXHIBIT C: CUSTOMER SUCCESS

1. Customer Success Plans

1.1 Contractor through Kronos offers the following Customer Success Plans:

a. Standard (included in Ordering Activity's PEPM Fee)
b. Premium (available for an additional Fee,[1] minimum annual spend may be required for certain services)
c. Premium Plus (available for an additional Fee, minimum annual spend may be required for certain services)

1.2 As part of the Standard Plan, Kronos will provide:

a. 24/7 support for infrastructure outages, with always-on maintenance for Application Availability and Outages;
b. Kronos Community access: Self-solve issues, access Knowledgebase articles, and open support cases;
c. Local Time Zone Support: 8-5 callback support and two-hour email response time to cases Monday to Friday;
d. In-Context Support: Screen-specific, built-in assistance within the Applications;
e. KnowledgeMap™ Learning Portal: Access to self-paced eLearning and webinars;
f. Access to Customer Success;
g. Customer Health Monitoring to proactively identify and address potential issues based on Kronos' evaluation of customer experience metrics; and,
h. Success Reporting: Automated success dashboard to provide usage data and success tips.

[1] All additional fees will be in accordance with the GSA Pricelist.

1.3 Each Plan provides different services and different service coverage periods. The current services of each Plan are described in Attachment C-1. The current services of the corresponding Customer Success Programs – Community, Guided and Signature - are described in Attachment C-2.

1.4 Technical Account Manager. A Technical Account Manager (TAM) is included in Premium Plus. A TAM may be added to the Premium Plan for an additional Fee and requires a minimum annual spend. TAMs are senior Technical Support Engineers or former Kronos Application Consultants with industry specific Kronos product knowledge.

1.5 The Kronos policies which apply to all Customer Success Plans are set forth attachment C-4.

Attachment C-1

Customer Success Plans

	Standard	Premium	Premium Plus
24x7 Support for Mission Critical Issues	✓	✓	✓
Self-service	✓	✓	✓
Local Time Zone Support	Electronic/Callback Support 8:00 AM – 5:00 PM M-F	Phone/Electronic Support 8:00 AM – 8:00 PM M-F	24 Hour Live Phone/Electronic Support
Email Response Time	2 hours	2 hours	1 hour
Community Support	✓	✓	✓
Training / Education:			
Get Started Training	✓	✓	✓
In-Context Support	✓	✓	✓
eLearning Portal	✓	✓	✓
Advisory Support: (Details on Attachment C-3)			
Support Plus	-	✓	✓
Best Practice Audit	-	-	✓
System Health Check	-	-	✓
Developer Support	-	-	✓

Service Included:	Standard	Premium	Premium Plus*
TAM Resources:			
Technical Account Manager Includes Escalation Manager	-	Fees apply 8:00 AM – 8:00 PM	Included 24 Hour Live Phone/Electronic Support
Help Desk Support			
Direct User/Locations Support	-	Fee in addition to Premium 8:00 AM – 8:00 PM	Fee in addition to Premium 24X7
Customer Success Programs (Details in Attachment C-2):			
Community Success	Included	Included	-
Guided Success	-	Requires minimum spend	-
Signature Success	-	-	Included

Attachment C-2: Customer Success Programs

	 Community	 Guided	 Signature
Named Customer Success Manager	Team	Yes – 1 : 25	Yes – 1 : 8
Customer Onboarding Experience	Community	Remote	In-Person
Success Reporting	Dashboard Report - Annually	360 Report – Semi Annually	Insights Report - Quarterly
Product Adoption Guidance	Campaigns	Direct	Direct
Customer Happiness Monitoring	Trends/Campaigns	Direct	Direct
Customized Success Paths with Updates	-	Annually	Quarterly
Live Check In Meetings	-	Quarterly	Monthly
Executive Business Reviews	-	Annually – Remote	Quarterly – In Person

Attachment C-3

Advisory Support Offerings

Support Plus

Description	Delivery Considerations
Evaluate Application beyond a specific fix. Focus on not only issue identified but overall health of the application when engaging support	Delivered as part of each Support case by Support Eng.
Identify known issues and solutions: • Quarterly review of PARs fixed/assessment of impact	• Delivered as part of each Support case for area in question • Delivered quarterly in a proactive fashion independent of Support calls
Implementation of new functionality (minor feature releases) • Review minor features released in product (assumes CSM will cover major product features with product) • No licensed feature additions	Delivered based on release cycles

Best Practices Audit

Description	Delivery Considerations
App Review and Audit (Quarterly): • Audit of Application and use of Kronos recommended best practices • Evaluation of Application Error conditions and impact on System use - Review error logs with an eye toward trends. Proactive identification of configuration changes/pars that may address identified trends or issues • Evaluate overall system performance and tune as needed (Need tools from engineering to provide this)	Delivered Quarterly with focus on the Application best practices only.
Timeclock review and audit (Quarterly) • Flash versions on Kronos Hardware • Review communication error messages - Review error logs with an eye toward trends. Proactive identification of configuration changes/pars that may address identified trends or issues	Delivered Quarterly

Attachment C-4 Workforce Dimensions Support Policies

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and “how to” questions depend on the Success Plan purchased with the Service.

Success Plans	Standard	Premium	Premium Plus

Local Time Zone Support	**Electronic submission w/callback Support 8:00 AM – 5:00 PM Monday to Friday***	**Phone/Electronic Support 8:00 AM – 8:00 PM Monday to Friday***	**24 Hour Live Phone/Electronic Support 7 days per week**

* Excluding Kronos holidays

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

Medium Priority: A serious customer issue which impacts ability to utilize the application effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- Application performance is inconsistent or fluctuates

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Response Time

Response time shall mean the number of hours from the time the case priority is set by the Kronos Support Center until a Kronos technical representative contacts the customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Success Plans	**Standard**	**Premium**	**Premium Plus**
Priority			
High	2 hours	2 hours	1 hour
Medium	4 hours	4 hours	4 hours
Low	8 hours	8 hours	8 hours

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The

teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation
Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193 .

Remote Support
A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Kronos Community
The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit CC: UPDATED Success Plans (Effective for renewals or of Service ordered after July 13th, 2020)

Section 1. UPDATED Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:
- a. Essentials (included in Customer's PEPM Fee)
- b. Enhanced (available for an additional Fee as indicated on the Order Form)

1.2 As part of the Essentials Success Plan, Kronos will provide:
- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- f. KnowledgeMap™ Live may be purchased for an additional Fee.
- g. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Enhanced Success Plan, Kronos will provide:
- a. All of the services under the Essentials Success Plan.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Dedicated Success Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- e. New Feature Review and Activation assistance.
- f. Industry Best Practices Review: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.
- g. Configuration Review: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 The Kronos policies set forth in Attachment CC-1 shall apply to all Success Plans.

Attachment C C-1: UPDATED Support Policies:

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

Workforce Dimensions Success Plans	**Essentials (formerly Community Success and Guided Success)**	**Enhanced (formerly Signature Success)**
Local Time Zone Support	**8:00 AM – 8:00 PM Monday to Friday*** 2 hour response to support cases * Excluding Kronos holidays	**24 Hour x 7 support** 1 hour response to support cases

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

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Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

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Remote Support

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. If Ordering Activity violates the Policy or authorizes or helps others to do so, Contractor may temporarily suspend use of the Service until the violation is corrected, or submit a claim to the contracting office under the Contract Disputes Act to terminate the Order Form for cause in accordance with the terms of this Section I.

No Illegal, Harmful, or Offensive Use or Content

Ordering Activity may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- Harmful or Fraudulent Activities. Activities that may be harmful to others, Kronos' operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

- Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Ordering Activity may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Ordering Activity will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- Interception. Monitoring of data or traffic on a System without permission.
- Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- No Use of Robots. Ordering Activity will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Ordering Activity may not make network connections to any users, hosts, or networks unless Ordering Activity has permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Ordering Activity will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Ordering Activity will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Ordering Activity will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Contractor through Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Contractor through Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- temporarily remove, disable access to, or modify any content or resource that violates this Policy and submit a claim to the contracting officer under the Contract Disputes Act to permanently remove, disable, or modify the content.

Contractor through Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Contractor through Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Ordering Activity becomes aware of any violation of this Policy, Ordering Activity will immediately notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Ordering Activity has the right to access and use the Boomi AtomSphere Service and a non-exclusive, nontransferable and non sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Ordering Activity may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Ordering Activity use of the Boomi AtomSphere Service and the Boomi Software:
a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in the hyperlink below.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth at: www.kronos.com/workforcedimensions/agreement/attachment-e1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Ordering Activity or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section I related to the Service apply to the Boomi AtomSphere Service. Upon termination, Ordering Activity's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1 Boomi AtomSphere Service And Boomi Software Flow Downs

The following provisions are required "flow-down" provisions from our authorized reseller agreement with Boomi, Inc. for the
AtomSphere Service and Boomi Software. These terms and conditions apply to all integrations to and from the Kronos Services using the AtomSphere Service and are in addition to the terms of the Agreement for all such integrations. For purposes of these provisions, "Customer" is referred to as "End-Customer" throughout these provisions.

(1) Restrictions. Except and only to the extent that the exclusions and limits of this Restrictions Section are prohibited by applicable law, End-Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Boomi Software, or any part thereof. In addition, End-Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Software or any part thereof, (ii) resell, sublicense or distribute the Boomi Software, (iii) provide, make available to, or permit use of the AtomSphere Service or the Boomi Software, in whole or in part, by any third party (except as expressly set forth herein) without Dell's prior written consent, (iv) use the AtomSphere Service or the Boomi Software to create or enhance a competitive offering or for any other purpose which is competitive to Dell, or (v) perform or fail to perform any act which would result in a misappropriation or infringement of Dell's intellectual property rights in the AtomSphere Service or the Boomi Software. End-Customer understands and agrees that the AtomSphere Service or the Boomi Software may work in conjunction with third party products and End-Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products.

(2) Proprietary Rights. End-Customer understands and agrees that (i) the AtomSphere Service or the Boomi Software are protected by copyright and other intellectual property laws and treaties, (ii) Dell, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the Products, (iii) the Boomi Software is licensed, and not sold, (iv) this Agreement does not grant EndCustomer any rights to Dell's trademarks or service marks, and (v) Dell reserves any and all rights, implied or otherwise, which are not expressly granted to End-Customer in this Agreement.

(3) Support. All technical support related to the AtomSphere Services and Boomi Software shall be provided by Kronos. EndCustomer shall have no right to contact Dell for technical support for the AtomSphere Services and Boomi Software.

(4) Protected Data. For purposes of this Section, "Protected Data" means any information or data that is provided by End-Customer to Dell during this Agreement that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws, and "Privacy Laws" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Dell shall not disclose Protected Data to any third party for any reason. Dell shall implement appropriate technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties, and shall only store

and process Protected Data as required to fulfill its obligations under this Agreement and any applicable Orders. Dell shall make reasonable efforts to comply with End-Customer's written instructions with respect to the Protected Data; however, Dell shall have no liability to End-Customer for any breach of this Section resulting from Dell's acts or omissions in accordance with any such instructions. Dell shall promptly notify End-Customer of any disclosure of or access to the Protected Data by a third party in breach of this Section and shall cooperate with End-Customer to reasonably remediate the effects of such disclosure or access. Dell further affirms to End-Customer that Boomi, Inc. currently abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of data from the European Union.
End-Customer hereby (i) represents that it has the right to send the Protected Data to Dell, (ii) consents for Dell to store and use the Protected Data worldwide for the sole purpose of performing its obligations under this Agreement and any applicable Orders, (iii) agrees that the Protected Data may be accessed and used by Dell and its Representatives worldwide as may be needed to support Dell's standard business operations, and (iv) agrees that Protected Data consisting of End-Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Dell's third party service providers as part of Dell's services improvement processes.

(5) Infringement. Dell will at its own expense defend or settle any claim, suit, action, or proceeding brought against End-Customer by a third party to the extent it is based on an allegation that the Boomi Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which the Boomi Software is delivered to End-Customer, or misappropriates a trade secret in such country (a "Claim"). Additionally, Dell shall pay any judgments finally awarded against End-Customer under a Claim or any amounts assessed against End-Customer in any settlements of a Claim, and reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, necessarily incurred by End-Customer in responding to the Claim. Dell's obligations under this Section are conditioned upon End-Customer (i) giving prompt written notice of the Claim to Dell; (ii) permitting Dell to retain control of the investigation, defense or settlement of the Claim, and (iii) providing Dell with such cooperation and assistance as Dell may reasonably request from time to time in connection with the investigation, defense or settlement of the Claim. Dell shall have no obligation hereunder to defend End-Customer against any Claim (a) resulting from use of the Boomi Software other than as authorized in this Agreement, (b) resulting from a modification of the Boomi Software other than by Dell, or (c) based on End-Customer's use of the Boomi Software after Dell recommends discontinuation because of possible or actual infringement, (d) based on End-Customer's use of a superseded or altered release of Boomi Software if the infringement would have been avoided by use of a current or unaltered release of the Boomi Software made available to End-Customer, or (e) to the extent the Claim arises from or is based on the use of the Boomi Software with other products, services, or data not supplied by Dell if the infringement would not have occurred but for such use. If End-Customer's use of the Boomi Software is enjoined as a result of a Claim, Dell shall, at its expense and option either (1) obtain for End-Customer the right to continue using the Boomi Software, (2) replace the Boomi Software with a functionally equivalent non-infringing product, (3) modify the Boomi Software so that it is noninfringing, or (4) terminate the License for the infringing Boomi Software and discontinue End-Customer's right to access and use the infringing Boomi Software and refund the unused pro-rated portion of any fees pre-paid by End-Customer for the AtomSphere Service affected by the removal of the infringing Boomi Software. This Section states the entire liability of Dell, and End-Customer's sole and exclusive remedy, with respect to a Claim. Nothing contained herein shall be construed in derogation of the U.S.
Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

(6) Warranty. Dell warrants that the Boomi Software and AtomSphere Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Boomi Software and AtomSphere Service written materials accompanying it.
EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING SENTENCE, THERE ARE NO WARRANTIES OR REMEDIES
PROVIDED TO CUSTOMER BY DELL HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL
OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING
ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. DELL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS. (9) High Risk Disclaimer. END-CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS ARE NOT FAULTTOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC
CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR
MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK

ENVIRONMENT"). ACCORDINGLY, (I) ENDCUSTOMER SHOULD NOT USE THE PRODUCTS IN A HIGH RISK ENVIRONMENT, (II) ANY USE OF THE PRODUCTS BY
CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMERS OWN RISK, (III) DELL, ITS AFFILIATES AND SUPPLIERS
SHALL NOT BE LIABLE TO END-CUSTOMER IN ANY WAY FOR USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT, AND (IV) DELL MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT.

(7) Export. End-Customer acknowledges that the Boomi Software and AtomSphere Service are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. End-Customer hereby agrees to use the Boomi Software and AtomSphere Service in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Boomi Software and AtomSphere Service or any copy, portion or direct product of the foregoing in violation of the Export Controls. End-Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Boomi Software and AtomSphere Service and for ensuring compliance with the requirements of such licenses or authorizations. End-
Customer hereby (i) represents that End-Customer is not an entity or person to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Boomi Software and AtomSphere Service to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Except as may be prohibited by applicable law, End-Customer shall, at its expense, defend Dell and its Affiliates from any third party claim or action arising out of any inaccurate representation made by End-Customer regarding the existence of an export license, End-Customer's failure to provide information to Dell to obtain an export license or any allegation made against Dell due to End-Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Dell's costs of responding to the Export Claim.

(8) Hosted Environment.

(a) Data. End-Customer may store data on the systems to which it is provided access in connection with its use of the AtomSphere
Service (the "Hosted Environment"). Dell may periodically make back-up copies of End-Customer data, however such back-ups are not intended to replace End-Customer's obligation to maintain regular data backups or redundant data archives. End-Customer is solely responsible for collecting, inputting and updating all End-Customer data stored in the Hosted Environment, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) use the Hosted environment for purposes that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious. If the Order states where End-Customer data is to be stored, Dell will not move the data from the specified region without notifying End-Customer, except if Dell is required to do so by law or legal process. Dell shall have the right to delete all End-Customer data stored in connection with the use of the AtomSphere Service thirty (30) days following any termination of this Agreement or any license to Boomi Software granted hereunder.

End-Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all
End-Customer and/or third party data within and outside of the country in which End-Customer or the applicable End-Customer Affiliate is located (including providing adequate disclosures and obtaining legally sufficient consents from End-Customer's employees, End-Customers, agents, and contractors). If End-Customer transmits data to a third-party website or other provider that is linked to or made accessible by the AtomSphere Service or Boomi Software, End-Customer will be deemed to have given its consent to Dell enabling such transmission and Dell shall have no liability to End-Customer in connection with any claims by a third party in connection with such transmission.

(b) Conduct. In connection with the use of the Hosted Environment and the AtomSphere Service, End-Customer may not (i) attempt to use or gain unauthorized access to Dell's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the Boomi Software, the Hosted Environment, or a system, account or network of Dell or any of Dell's End-Customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose

or knowledge, to use or enjoy the Boomi Software (except for tools with safety and security functions); or (x) restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation to any Dell (or Dell supplier) facilities used to provide the Hosted Environment. End-Customer shall cooperate with Dell's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

(c) Suspension. Dell may temporarily suspend End-Customer's use of Boomi Software and the AtomSphere Service (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Dell or its End-Customers, or (c) if continued use would subject Dell to material liability. Dell shall make commercially reasonable efforts under the circumstances to provide as much prior notice as possible to End-Customer of any such suspension.

(9) Limitation of Liability. EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "RESTRICTIONS", "CONFIDENTIAL INFORMATION"" SECTIONS OF THIS AGREEMENT, (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH DELL IS LIABLE TO PAY ON BEHALF OF END-CUSTOMER UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND CUSTOMER IS LIABLE TO PAY ON BEHALF OF DELL UNDER THE "CONDUCT" OR "EXPORT" SECTIONS OF THIS AGREEMENT, OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, IN NO EVENT SHALL END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE. The foregoing limitation of liability shall not apply to (1) personal bodily injury or death resulting from Licensor's gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "LICENSE," "RESTRICTIONS," OR "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, OR ANY OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) DELL'S EXPRESS OBLIGATIONS UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND END- CUSTOMER'S EXPRESS OBLIGATIONS UNDER THE "CONDUCT" AND "EXPORT" SECTIONS OF THIS AGREEMENT; (C) DELL BOOMI'S COSTS OF COLLECTING DELINQUENT AMOUNTS THAT ARE NOT SUBJECT TO A GOOD FAITH DISPUTE; OR (D) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES AND SUPPLIERS UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THAT IS THREE TIMES THE FEES PAID AND/OR OWED (AS APPLICABLE) BY END-CUSTOMER TO DELL BOOMI DURING THE PRECEDING TWELVE (12) MONTHS, UP TO A MAXIMUM OF US$1,000,000.00 . THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS AND SERVICES TO END-CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES. Dell's Affiliates and suppliers shall be beneficiaries of this "Limitation of Liability" Section; otherwise, no third party beneficiaries exist under this Agreement. Dell expressly excludes any and all liability to any third party.

EXHIBIT B.3 - AGENCY CONTRACT PRICING

SIN	Part#	Description	Price (Contract Price)
33411	3601268-101	InTouch Replacement International Power Kit for external AC Outlet - Slim Enclosure	$104.03
33411	3601383-101	Cable, Touch ID Plus Sensor to InTouch Main Board USB	$15.46
33411	3601400-101	Biometric Enrollment PreScan Pad for Touch ID Plus	$13.20
33411	5200208-106	InTouch Replacement Terminal Block Connector for Transition Board : 6-pin	$15.20
33411	5200208-108	InTouch Replacement Terminal Block Connector for Transition Board : 8-pin	$16.00
33411	6800108-001-BC	Employee Encoded - Bar Code	$1.94
33411	6800109-001-BC	Maintenance Encoded - Bar Code	$1.94
33411	6800110-001-BC	Supervisor Encoded - Bar Code	$1.94
33411	6800111-001-MAG	Employee Encoded - Magnetic	$2.29
33411	6800112-003-MAG	Maintenance Encoded - Magnetic	$2.29
33411	6800113-003-MAG	Supervisor Encoded - Magnetic	$2.29
33411	7200210-101	InTouch Replacement NA 12" Power Cord for Mount Over AC Outlet - Standard Enclosure	$10.56
33411	7200211-101	InTouch Replacement NA 6' Power Cord for external AC Outlet - Standard Enclosure	$10.56
33411	7200211-102	InTouch Replacement China 6' Power Cord for external AC Outlet - Standard Enclosure	$10.91
33411	7200211-105	InTouch Replacement UK 6' Power Cord for external AC Outlet - Standard Enclosure	$10.56
33411	7200211-106	InTouch Replacement Australia 6' Power Cord for external AC Outlet - Standard Enclosure	$10.91
33411	7200211-107	InTouch Replacement Japan 6' Power Cord for external AC Outlet - Standard Enclosure	$10.91
33411	7200211-108	InTouch Replacement EURO 6' Power Cord for external AC Outlet - Standard Enclosure	$10.56
33411	7200222-101	InTouch DX Replacement 6' Power Cord - North America	$14.88
33411	7800128-101	InTouch Replacement Internal Power Transformer for Standard Enclosure	$104.03
33411	7800129-101	InTouch Replacement North America Power Kit for external AC Outlet - Slim Enclosure	$104.03
33411	7800135-101	InTouch Replacement Internal Power Transformer for Standard Enclosure	$104.03
33411	7800139-101	InTouch DX Replacement Internal Power Transformer	$194.23
33411	7800140-101	InTouch Replacement Power Kit for external AC Outlet - Slim Enclosure (not available for sale in China)	$118.19
54151ECOM	8100174-001-SAAS-ENT	Workforce Integration Manager v7 to Telestaff v2/v4 - per employee per month	$0.29
33411	8400609-101	InTouch Replacement Front Cover Filler Plates (Package of 10)	$4.00
33411	8400637-101	InTouch Replacement Transformer/Battery Holder Plate -Standard Enclosure	$4.80
33411	8400637-201	InTouch Replacement Transformer/Battery Holder Plate -Standard Enclosure	$5.28
33411	8400741-101	InTouch H3/H4 Replacement Front Cover Top Filler Plate	$4.40
33411	8400918-101	InTouch DX Replacement Reset Switch Access Door	$6.20
33411	8400918-102	InTouch DX Replacement Reset Switch Access Door	$4.13

SIN	Part#	Description	Price (Contract Price)
33411	8400919-101	InTouch DX Replacement WiFi Option Access Door	$6.20
33411	8400919-102	InTouch DX Replacement WiFi Option Access Door	$4.13
511210	8602772-777 - 1 USER	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$200.04
511210	8602772-777 - 101-500 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$8,001.76
511210	8602772-777 - 11-20 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$120.03
511210	8602772-777 - 2-5USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$160.04
511210	8602772-777 - 21-100 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$80.02
511210	8602772-777 - 500+ USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$16,003.53
511210	8602772-777 - 6-10 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	$140.03
511210	8602790-777 - 1 USER	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$200.04
511210	8602790-777 - 101-500 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$8,001.76
511210	8602790-777 - 11-20 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$120.03
511210	8602790-777 - 2-5USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$160.04
511210	8602790-777 - 21-100 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$80.02
511210	8602790-777 - 500+ USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$16,003.53
511210	8602790-777 - 6-10 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	$140.03
33411	8602801-001	Kronos Touch ID Fingerprint Verification Option(all supported countries)	$960.22
54151ECOM	8602801-001-SAAS	Touch ID Fingerscan Verification Option - monthly rental fee	$39.47
33411	8602804-001	Modem Option Kit (for 8602800-xxx terminals)	$200.04
33411	8602806-001	Power-over-Ethernet Option Kit with Battery Back up	$242.48
33411	8602806-003	Power-over-Ethernet Option Kit without Battery Back up	$101.03
33411	8602810-001	HID ProxPro Reader Kit	$660.14
54151ECOM	8602810-001-SAAS	HID ProxPro Reader Kit - monthly rental fee	$29.60
33411	8602811-001	HID MiniProx Reader Kit	$660.14
54151ECOM	8602811-001-SAAS	HID MiniProx Reader Kit - monthly rental fee	$29.60
33411	8602815-011	Universal Relay Option	$260.35
511210	8603076-000	Workforce Scheduler with Optimization v6	$46.20
511210	8603076-000GM	Gold Maintenance for Workforce Scheduler with Optimization v6	$10.21
511210	8603076-000PM	Platinum Maintenance for Workforce Scheduler with Optimization v6	$11.61
511210	8603077-000	Workforce Operations Planner V6 - per employee	$46.20
54151ECOM	8603077-000-SAAS-ENT	Workforce Operations Planner V6 - per employee per month	$2.23
511210	8603077-000GM	Gold Maintenance for Workforce Operations Planner v6 - per employee	$10.21

SIN	Part#	Description	Price (Contract Price)
511210	8603077-000PM	Platinum Maintenance for Workforce Operations Planner V6 - per employee	$11.61
511210	8603078-000	Workforce Analytics v6	$44.01
511210	8603078-000GM	Gold Maintenance for Workforce Analytics v6	$9.74
511210	8603078-000PM	Platinum Maintenance for Workforce Analytics v6	$11.06
511210	8603079-000	Workforce Analytics v6 for Retail	$52.81
511210	8603079-000GM	Gold Maintenance for Workforce Analytics v6 for Retail	$11.68
511210	8603079-000PM	Platinum Maintenance for Workforce Analytics v6 for Retail	$13.27
511210	8603080-000	Workforce Analytics v6 for Manufacturing	$52.81
511210	8603080-000GM	Gold Maintenance for Workforce Analytics v6 for Manufacturing	$11.68
511210	8603080-000PM	Platinum Maintenance for Workforce Analytics v6 for Manufacturing	$13.27
511210	8603081-000	Workforce Analytics v6 for Healthcare	$52.81
511210	8603081-000GM	Gold Maintenance for Workforce Analytics v6 for Healthcare	$11.68
511210	8603081-000PM	Platinum Maintenance for Workforce Analytics v6 for Healthcare	$13.27
511210	8603082-001	Workforce Teletime v6 Analog 4, Port, Dialogic	$16,955.73
511210	8603082-001GM	Gold Maintenance for Workforce Teletime v6 Analog 4, Port, Dialogic	$3,749.09
511210	8603082-001PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 4, Port, Dialogic	$4,260.35
511210	8603082-002	Workforce Teletime v6 Analog 8, Port, Dialogic	$19,076.21
511210	8603082-002GM	Gold Maintenance for Workforce Teletime v6 Analog 8, Port, Dialogic	$4,217.96
511210	8603082-002PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 8, Port, Dialogic	$4,793.14
511210	8603082-003	Workforce Teletime v6 Analog 12, Port, Dialogic	$21,196.67
511210	8603082-003GM	Gold Maintenance for Workforce Teletime v6 Analog 12, Port, Dialogic	$4,686.81
511210	8603082-003PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 12, Port, Dialogic	$5,325.94
511210	8603082-004	Workforce Teletime v6 Analog 16, Port, Dialogic	$23,317.14
511210	8603082-004GM	Gold Maintenance for Workforce Teletime v6 Analog 16, Port, Dialogic	$5,155.67
511210	8603082-004PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 16, Port, Dialogic	$5,858.73
511210	8603083-001	Workforce Teletime v6 Digital TI 8, Port, Dialogic	$25,319.98
511210	8603083-001GM	Gold Maintenance for Workforce Teletime v6 Digital TI 8, Port, Dialogic	$5,598.53
511210	8603083-001PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 8, Port, Dialogic	$6,361.96
511210	8603083-002	Workforce Teletime v6 Digital TI 16, Port, Dialogic	$28,160.61
511210	8603083-002GM	Gold Maintenance for Workforce Teletime v6 Digital TI 16, Port, Dialogic	$6,226.63
511210	8603083-002PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 16, Port, Dialogic	$7,075.70
511210	8603083-003	Workforce Teletime v6 Digital TI 24, Port, Dialogic	$32,537.57

SIN	Part#	Description	Price (Contract Price)
511210	8603083-003GM	Gold Maintenance for Workforce Teletime v6 Digital TI 24, Port, Dialogic	$7,194.42
511210	8603083-003PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 24, Port, Dialogic	$8,175.47
511210	8603083-004	Workforce Teletime v6 Digital TI 36, Port, Dialogic	$38,046.78
511210	8603083-004GM	Gold Maintenance for Workforce Teletime v6 Digital TI 36, Port, Dialogic	$8,412.57
511210	8603083-004PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 36, Port, Dialogic	$9,559.74
511210	8603083-005	Workforce Teletime v6 Digital TI 48, Port, Dialogic	$42,598.19
511210	8603083-005GM	Gold Maintenance for Workforce Teletime v6 Digital TI 48, Port, Dialogic	$9,418.93
511210	8603083-005PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 48, Port, Dialogic	$10,703.33
511210	8603084-001	Workforce Teletime v6 Digital ISDN 8, Port, Dialogic	$25,319.98
511210	8603084-001GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 8, Port, Dialogic	$5,598.53
511210	8603084-001PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 8, Port, Dialogic	$6,361.96
511210	8603084-002	Workforce Teletime v6 Digital ISDN 16, Port, Dialogic	$28,160.61
511210	8603084-002GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 16, Port, Dialogic	$6,226.63
511210	8603084-002PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 16, Port, Dialogic	$7,075.70
511210	8603084-003	Workforce Teletime v6 Digital ISDN 23, Port, Dialogic	$31,771.00
511210	8603084-003GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 23, Port, Dialogic	$7,024.92
511210	8603084-003PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 23, Port, Dialogic	$7,982.86
511210	8603084-004	Workforce Teletime v6 Digital ISDN 36, Port, Dialogic	$38,046.78
511210	8603084-004GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 36, Port, Dialogic	$8,412.57
511210	8603084-004PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 36, Port, Dialogic	$9,559.74
511210	8603084-005	Workforce Teletime v6 Digital ISDN 46, Port, Dialogic	$41,341.11
511210	8603084-005GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 46, Port, Dialogic	$9,140.98
511210	8603084-005PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 46, Port, Dialogic	$10,387.47
511210	8603085-000	Workforce HR V6	$54.61
511210	8603085-000GM	Gold Maintenance for Workforce HR V6	$12.07
511210	8603085-000PM	Platinum Maintenance for Workforce HR V6	$13.72
511210	8603086-000	Workforce Payroll V6	$54.61
511210	8603086-000GM	Gold Maintenance for Workforce Payroll V6	$12.07
511210	8603086-000PM	Platinum Maintenance for Workforce Payroll V6	$13.72
511210	8603087-000	Workforce HR/PR Administrator V6	$336.07
511210	8603087-000GM	Gold Maintenance for Workforce HR/PR Administrator V6	$74.31

SIN	Part#	Description	Price (Contract Price)
511210	8603087-000PM	Platinum Maintenance for Workforce HR/PR Administrator V6	$84.45
511210	8603088-000	Workforce Employee HR/PR V6	$29.41
511210	8603088-000GM	Gold Maintenance for Workforce Employee HR/PR V6	$6.51
511210	8603088-000PM	Platinum Maintenance for Workforce Employee HR/PR V6	$7.39
511210	8603089-000	Workforce Manager HR/PR V6	$168.04
511210	8603089-000GM	Gold Maintenance for Workforce Manager HR/PR V6	$37.16
511210	8603089-000PM	Platinum Maintenance for Workforce Manager HR/PR V6	$42.22
511210	8603202-000	Kronos iSeries Timekeeper v6	$32.01
511210	8603202-000GM	Gold Maintenance for Kronos iSeries Timekeeper v6	$7.07
511210	8603202-000PM	Platinum Maintenance for Kronos iSeries Timekeeper v6	$8.04
511210	8603203-000	Kronos iSeries Manager v6	$40.01
511210	8603203-000GM	Gold Maintenance for Kronos iSeries Manager v6	$8.85
511210	8603203-000PM	Platinum Maintenance for Kronos iSeries Manager v6	$10.05
511210	8603204-000	Kronos iSeries Employee (formally Professional) v6	$20.00
511210	8603204-000GM	Gold Maintenance for Kronos iSeries Employee (formally Professional) v6	$4.43
511210	8603204-000PM	Platinum Maintenance for Kronos iSeries Employee (formally Professional) v6	$5.03
511210	8603205-000	Kronos iSeries Absence Management v6	$48.01
511210	8603205-000GM	Gold Maintenance for Kronos iSeries Absence Management v6	$10.62
511210	8603205-000PM	Platinum Maintenance for Kronos iSeries Absence Management v6	$12.06
511210	8603206-000	Kronos iSeries Accruals v6	$16.00
511210	8603206-000GM	Gold Maintenance for Kronos iSeries Accruals v6	$3.54
511210	8603206-000PM	Platinum Maintenance for Kronos iSeries Accruals v6	$4.02
511210	8603207-000	Kronos iSeries Scheduler v6	$32.01
511210	8603207-000GM	Gold Maintenance for Kronos iSeries Scheduler v6	$7.07
511210	8603207-000PM	Platinum Maintenance for Kronos iSeries Scheduler v6	$8.04
511210	8603208-000	Kronos iSeries Activities (formally Shopfloor) v6	$32.01
511210	8603208-000GM	Gold Maintenance for Kronos iSeries Activities (formally Shopfloor) v6	$7.07
511210	8603208-000PM	Platinum Maintenance for Kronos iSeries Activities (formally Shopfloor) v6	$8.04
511210	8603209-000	Kronos iSeries Gaming (formally Tips/Toke) v6	$16.00
511210	8603209-000GM	Gold Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v6	$3.54
511210	8603209-000PM	Platinum Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v6	$4.02
511210	8603210-000	Kronos iSeries Debit v6	$16.00
511210	8603210-000GM	Gold Maintenance for Kronos iSeries Debit v6	$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8603210-000PM	Platinum Maintenance for Kronos iSeries Debit v6	$4.02
511210	8603211-000	Kronos iSeries Access v6	$16.00
511210	8603211-000GM	Gold Maintenance for Kronos iSeries Access v6	$3.54
511210	8603211-000PM	Platinum Maintenance for Kronos iSeries Access v6	$4.02
511210	8603212-000	Kronos iSeries Enhanced Reporting Module v6	$16.00
511210	8603212-000GM	Gold Maintenance for Kronos iSeries Enhanced Reporting Module v6	$3.54
511210	8603212-000PM	Platinum Maintenance for Kronos iSeries Enhanced Reporting Module v6	$4.02
511210	8603213-001	Kronos iSeries Payroll Interface - Uni-directional v6	$2,800.62
511210	8603213-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Uni-directional v6	$619.25
511210	8603213-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Uni-directional v6	$703.69
511210	8603214-001	Kronos iSeries Payroll Interface - Bi-directional v6	$4,000.89
511210	8603214-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Bi-directional v6	$884.64
511210	8603214-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Bi-directional v6	$1,005.27
511210	8603215-001	Kronos iSeries MRP Interface - Uni-directional v6	$8,001.76
511210	8603215-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Uni-directional v6	$1,769.28
511210	8603215-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Uni-directional v6	$2,010.54
511210	8603216-001	Kronos iSeries MRP Interface - Bi-directional v6	$12,002.65
511210	8603216-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Bi-directional v6	$2,653.92
511210	8603216-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Bi-directional v6	$3,015.81
511210	8603217-001	Kronos iSeries Timekeeper Telephony Interface v6	$4,000.89
511210	8603217-001GM	Gold Maintenance for Kronos iSeries Timekeeper Telephony Interface v6	$884.64
511210	8603217-001PM	Platinum Maintenance for Kronos iSeries Timekeeper Telephony Interface v6	$1,005.27
511210	8603218-001	iSeries Central Scheduling Interface v6	$4,000.89
511210	8603218-001GM	Gold Maintenance for iSeries Central Scheduling Interface v6	$884.64
511210	8603218-001PM	Platinum Maintenance for iSeries Central Scheduling Interface v6	$1,005.27
511210	8603219-001	iSeries Central Accruals Interface v6	$2,796.62
511210	8603219-001GM	Gold Maintenance for iSeries Central Accruals Interface v6	$618.37
511210	8603219-001PM	Platinum Maintenance for iSeries Central Accruals Interface v6	$702.69
511210	8603220-001	iSeries Central Gaming Interface v6	$4,000.89
511210	8603220-001GM	Gold Maintenance for iSeries Central Gaming Interface v6	$884.64
511210	8603220-001PM	Platinum Maintenance for iSeries Central Gaming Interface v6	$1,005.27

SIN	Part#	Description	Price (Contract Price)
511210	8603221-000	Kronos iSeriesTouchScreen v6	$20.00
511210	8603221-000GM	Gold Maintenance for Kronos iSeriesTouchScreen v6	$4.43
511210	8603221-000PM	Platinum Maintenance for Kronos iSeriesTouchScreen v6	$5.03
511210	8603306-000	Kronos iSeries Attendance v6	$16.00
511210	8603306-000GM	Gold Maintenance for Kronos iSeries Attendance v6	$3.54
511210	8603306-000PM	Platinum Maintenance for Kronos iSeries Attendance v6	$4.02
511210	8603307-000	Kronos iSeries Leave v6	$16.00
511210	8603307-000GM	Gold Maintenance for Kronos iSeries Leave v6	$3.54
511210	8603307-000PM	Platinum Maintenance for Kronos iSeries Leave v6	$4.02
33411	8603429-001	InTouch Replacement Microphone Plates (Package of 10)	$204.84
33411	8603443-001	InTouch Replacement Internal Power Transformer for Standard Enclosure	$118.19
511210	8603716-000	TeleStaff Enterprise v2	$112.03
511210	8603716-000GM	Gold Maintenance for TeleStaff Enterprise v2	$24.77
511210	8603716-000PM	Platinum Maintenance TeleStaff Enterprise v2	$28.15
511210	8603717-000	Telestaff Web Access - Customer Hosted v2	$40.01
511210	8603717-000GM	Gold Maintenance for Telestaff Web Access - Customer Hosted v2	$8.85
511210	8603717-000PM	Platinum Maintenance Telestaff Web Access - Customer Hosted v2	$10.05
511210	8603718-000	Telestaff Web Access - TSG Hosted v2	$0.80
511210	8603718-000GM	Gold Maintenance for Telestaff Web Access (14% of Telestaff Enterprise v2) - TSG Hosted v2	$15.76
511210	8603718-000PM	Platinum Maintenance for Telestaff Web Access (14% of Telestaff Enterprise v2) - TSG Hosted v2	$15.76
511210	8603719-000	Telestaff Auctions v2	$40.01
511210	8603719-000GM	Gold Maintenance for Telestaff Auctions v2	$8.85
511210	8603719-000PM	Platinum Maintenance for Telestaff Auctions v2	$10.05
511210	8603720-001	Telestaff Gateway Manager v2	$4,000.89
511210	8603720-001GM	Gold Maintenance for Telestaff Gateway Manager v2	$884.64
511210	8603720-001PM	Platinum Maintenance for Telestaff Gateway Manager v2	$1,005.27
511210	8603721-001	Telestaff Reporting v2	$4,000.89
511210	8603721-001GM	Gold Maintenance for Telestaff Reporting v2	$884.64
511210	8603721-001PM	Platinum Maintenance for Telestaff Reporting v2	$1,005.27
511210	8603722-001	Telestaff Web Timecard v2	$2,000.44
511210	8603722-001GM	Gold Maintenance for Telestaff Web Timecard v2	$442.32
511210	8603722-001PM	Platinum Maintenance for Telestaff Web Timecard v2	$502.64
511210	8603726-001	Telestaff Database Sybase License v2 (Base Server License)	$100.02
511210	8603734-001	Telestaff Database Sybase License v2 (CPU)	$2,000.44
54151ECOM	8603907-000-SAAS-ENT	Workforce Quick Time Stamp Offline v6 - per employee per month	$0.86

SIN	Part#	Description	Price (Contract Price)
54151	8603909-000	iSeries Mobile Manager v6 (only available in 6.2 and later)	$52.53
511210	8603909-000GM	Gold Maintenance for iSeries Mobile Manager v6 (only available in 6.2 and later)	$11.50
511210	8603909-000PM	Platinum Maintenance for iSeries Mobile Manager v6 (only available in 6.2 and later)	$13.07
54151	8603910-000	iSeries Mobile Employee v6 (only available in 6.2 and later)	$6.47
511210	8603910-000GM	Gold Maintenance for iSeries Mobile Employee v6 (only available in 6.2 and later)	$1.42
511210	8603910-000PM	Platinum Maintenance for iSeries Mobile Employee v6 (only available in 6.2 and later)	$1.61
54151ECOM	8603923-000	UKG READY TIME	$5.58
54151ECOM	8603923-000-HR	Workforce Ready HR - Per Employee Per Month	$4.94
54151ECOM	8603923-000-PAYROLL	Workforce Ready Payroll Pay Statements - Per Employee Per Month	$4.94
54151ECOM	8603924-000	UKG READY ACCRUALS MANAGER	$0.93
54151ECOM	8603925-000	UKG READY HR	$5.58
54151ECOM	8603926-000	Workforce Ready Payroll - PEPM	$5.96
54151ECOM	8603927-001-ADMIN	Workforce Ready Tax Filing Admin - Per Employee Per Month	$69.07
54151ECOM	8603927-001-EMPLOYEE	Workforce Ready Tax Filing - Per 40 Employees per Month	$6.90
54151ECOM	8604004-000-SAAS-ENT	Workforce Task Management V6 - per employee per month	$1.54
511210	8604006-000	TeleStaff Institution Focus v2	$16.00
511210	8604006-000-GM	Gold Maintenance for TeleStaff Institution Focus v2	$3.54
511210	8604006-000-PM	Platinum Maintenance for TeleStaff Institution Focus v2	$4.02
511210	8604032-000	Workforce Budgeting V7 (Formerly Workforce Operations Planner) - per employee	$52.01
511210	8604032-000-GM	Workforce Operations Planner V7 - per employee Gold Maintenance	$11.50
511210	8604032-000-PM	Workforce Operations Planner V7 - per employee Platinum Maintenance	$13.07
54151ECOM	8604032-000-SAAS-ENT	Workforce Budgeting v7 (formerly Workforce Operations Planner) - per employee per month	$2.47
511210	8604032-000GM	Gold Maintenance for Workforce Budgeting V7 - per employee	$11.50
511210	8604032-000PM	Platinum Maintenance for Workforce Budgeting V7 - per employee	$13.07
511210	8604033-000	Workforce Forecast Manager v7 - per employee	$52.01
511210	8604033-000-GM	Workforce Forecast Manager v7 - per employee - Gold Maintenance	$11.50
511210	8604033-000-PM	Workforce Forecast Manager v7 - per employee Platinum Maintenance	$13.07
54151ECOM	8604033-000-SAAS-ENT	Workforce Forecast Manager v7 - per employee per month	$2.47
511210	8604034-000	Workforce Tips and Tokes V7 - per employee	$16.00
54151ECOM	8604034-000- SAAS-ENT	Workforce Tips & Tokes v7- per employee per month	$0.49
511210	8604034-000-GM	Workforce Tips and Tokes V7 - per employee - Gold Maintenance	$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8604034-000-PM	Workforce Tips and Tokes V7 - per employee - Platinum Maintenance	$4.02
511210	8604035-000	Workforce HR V7	$54.61
511210	8604035-000-GM	Workforce HR V7 Gold Maintenance	$12.08
511210	8604035-000-PM	Workforce HR V7 Platinum Maintenance	$13.73
54151ECOM	8604035-000-SAAS	Workforce Human Resources per employee per month	$1.72
54151ECOM	8604035-000-SAAS-ENT	Workforce Human Resources v7 - per employee per month	$4.94
511210	8604036-000	Workforce Payroll V7	$54.61
511210	8604036-000-GM	Workforce Payroll V7 Gold Maintenance	$12.08
511210	8604036-000-PM	Workforce Payroll V7 Platinum Maintenance	$13.73
54151ECOM	8604036-000-SAAS	Workforce Payroll (includes Workforce HR/Payroll Admin v7 , Workforce HR/Payroll Employee v7 and Workforce HR/Payroll Manager v7) per employee per month	$1.72
54151ECOM	8604036-000-SAAS-ENT	Workforce Payroll v7 - per employee per month	$4.94
511210	8604037-000	Workforce HR/PR Administrator V7	$336.07
511210	8604037-000-GM	Workforce HR/PR Administrator V7 Gold Maintenance	$74.31
511210	8604037-000-PM	Workforce HR/PR Administrator V7 Platinum Maintenance	$84.45
54151ECOM	8604037-000-SAAS	Workforce HR/Payroll Admin	$2.08
54151ECOM	8604037-000-SAAS-ENT	Workforce HR/Payroll Administator v7 - per employee per month	$19.74
511210	8604038-000	Workforce Employee HR/PR V7	$29.41
511210	8604038-000-GM	Workforce Employee HR/PR V7 Gold Maintenance	$6.50
511210	8604038-000-PM	Workforce Employee HR/PR V7 Platinum Maintenance	$7.39
54151ECOM	8604038-000-SAAS-ENT	Workforce HR/Payroll Employee v7 - per employee per month	$1.48
511210	8604039-000	Workforce Manager HR/PR V7	$168.04
511210	8604039-000-GM	Workforce Manager HR/PR V7 Gold Maintenance	$37.16
511210	8604039-000-PM	Workforce Manager HR/PR V7 Platinum Maintenance	$42.22
54151ECOM	8604039-000-SAAS	Workforce HR/Payroll Manager v7 per employee per month	$1.04
54151ECOM	8604039-000-SAAS-ENT	Workforce HR/Payroll Manager v7 per Manager per month	$9.86
511210	8604040-000	Workforce Analytics V7	$44.01
54151ECOM	8604040-000-SAAS-ENT	Workforce Analaytics v7 - per employee per month	$2.47
511210	8604040-000GM	Gold Maintenance for Workforce Analytics V7 - per employee	$9.74
511210	8604040-000PM	Platinum Maintenance for Workforce Analytics V7 - per employee	$11.06
54151ECOM	8604041-000-SAAS-ENT	Workorce Analytics v7 for Retail - per employee per month	$2.47
54151ECOM	8604042-000-SAAS-ENT	Workforce Analytics v7 for Manufacturing - per employee per month	$2.47
54151ECOM	8604043-000-SAAS-ENT	Workforce Analytics v7 for Healthcare - per employee per month	$2.47
511210	8604095-001	Workforce Teletime IP V7, Base System, 5 lines	$16,003.53

SIN	Part#	Description	Price (Contract Price)
511210	8604095-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines	$3,538.55
511210	8604095-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines	$4,021.09
511210	8604095-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10)	$2,400.53
511210	8604095-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10)	$530.78
511210	8604095-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10)	$603.17
511210	8604095-003	Workforce Teletime IP V7, additional LINE, (LINES 11+)	$800.18
511210	8604095-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+)	$176.92
511210	8604095-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+)	$201.05
511210	8604096-001	Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	$2,400.53
511210	8604096-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	$530.78
511210	8604096-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	$603.17
511210	8604096-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Langauge	$240.05
511210	8604096-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Language	$53.08
511210	8604096-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Language	$60.32
511210	8604096-003	Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	$120.03
511210	8604096-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	$26.54
511210	8604096-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	$30.15
511210	8604097-001	Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	$2,400.53
511210	8604097-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	$530.78
511210	8604097-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	$603.17
511210	8604097-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Langauge	$240.05
511210	8604097-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Language	$53.08
511210	8604097-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Language	$60.32
511210	8604097-003	Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	$120.03
511210	8604097-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	$26.54

SIN	Part#	Description	Price (Contract Price)
511210	8604097-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	$30.15
54151ECOM	8604105-001-SAAS-ENT	KSS Tool Timecard Confirmation v7 - per month	$197.33
54151ECOM	8604106-001-SAAS-ENT	KSS Tool Attestation Tool Kit v7 - per employee per month	$0.49
54151ECOM	8604108-001-SAAS-ENT	KSS Tool Kronos Time Capture for Cisco v7 - per employee per month	$1.48
511210	8604109-001	KSS Tool Full Time - Part Time Analysis Report V7	$4,000.88
511210	8604109-001-000-GM	KSS Tool Full Time - Part Time Analysis Report v7 (Site License) Gold Support	$884.64
511210	8604109-001-000-PM	KSS Tool Full Time - Part Time Analysis Report v7 (Site License) Platinum Support	$1,005.27
54151ECOM	8604109-001-SAAS-ENT	KSS Tool FT-PT Analysis Report v7 - per month	$246.66
511210	8604110-000	Quick Time Stamp Offline V8 - per employee	$20.00
511210	8604110-000-GM	Quick Time Stamp Offline v7 - per employee-Gold Maintenance	$4.42
511210	8604110-000-PM	Quick Time Stamp Offline v7 - per employee Platinum Maintenance	$5.03
511210	8604110-000GM	Gold Maintenance for Quick Stamp Offline V8 - per employee	$4.42
511210	8604110-000PM	Platinum Maintenance for Quick Stamp Offline V8 - per employee	$5.03
511210	8604134-001	Workforce Payroll ADP Interface V7	$6,001.33
511210	8604134-001-GM	Workforce Payroll ADP Interface V7 Gold Maintenance	$1,326.96
511210	8604134-001-PM	Workforce Payroll ADP Interface V7 Platinum Maintenance	$1,507.91
511210	8604136-001	Workforce Payroll Ceridian Interface V7	$20,004.40
511210	8604136-001-GM	Workforce Payroll Ceridian Interface V7 Gold Maintenance	$4,423.20
511210	8604136-001-PM	Workforce Payroll Ceridian Interface V7 Platinum Maintenance	$5,026.36
511210	8604138-000	Workforce TeleStaff Enterprise v4	$108.03
511210	8604138-000-GM	Gold Maintenance for Workforce TeleStaff Enterprise v4	$23.89
511210	8604138-000-PM	Platinum Maintenance for Workforce TeleStaff Enterprise v4	$27.14
54151ECOM	8604138-000-SAAS	Workforce Telestaff Enterprise per employee per month	$1.90
54151ECOM	8604138-000-SAAS-ENT	Workforce Telestaff Enterprise v4 - per employee per month	$4.94
511210	8604139-000	Workforce TeleStaff Global Access	$20.00
511210	8604139-000-GM	Gold Maintenance for Workforce TeleStaff Global Access	$4.42
511210	8604139-000-PM	Platinum Maintenance for Workforce TeleStaff Global Access	$5.03
54151ECOM	8604139-000-SAAS	Workforce Telestaff Global Access per employee per month	$0.38
54151ECOM	8604139-000-SAAS-ENT	Workforce Telestaff Global Access v4 - per employee per month	$0.99
511210	8604140-001	Workforce TeleStaff Gateway Manager v4	$4,000.88
511210	8604140-001-GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v4	$884.64

SIN	Part#	Description	Price (Contract Price)
511210	8604140-001-PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v4	$1,005.27
54151ECOM	8604140-001-SAAS	Workforce TeleStaff Gateway Manager (site license qty 1)	$56.98
54151ECOM	8604140-001-SAAS-ENT	Workforce Telestaff Gateway Manager v4 - per month	$148.00
54151ECOM	8604141-001-SAAS-ENT	Workforce Telestaff Gateway Manager v4 interface to WFC v6/v7 - per employee per month	$0.29
511210	8604142-000	Workforce TeleStaff Institution Focus v4	$16.00
511210	8604142-000-GM	Gold Maintenance for Workforce TeleStaff Institution Focus v4	$3.54
511210	8604142-000-PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v4	$4.02
54151ECOM	8604142-000-SAAS	Workforce Telestaff Institution Focus per employee per month	$0.28
54151ECOM	8604142-000-SAAS-ENT	Workforce Telestaff Institution Focus v4 - per employee per month	$0.74
511210	8604143-000	Workforce TeleStaff Contact Manager v4	$12.00
511210	8604143-000-GM	Gold Maintenance for Workforce TeleStaff Contact Manager v4	$2.65
511210	8604143-000-PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v4	$3.01
54151ECOM	8604143-000-SAAS	Workforce Telestaff Contact Manager per employee per month	$0.20
54151ECOM	8604143-000-SAAS-ENT	Workforce Telestaff Contact Manager v4 - per employee per month	$0.49
511210	8604145-000	Workforce Telestaff Bidding V4 - per employee	$40.01
54151ECOM	8604145-000-SAAS	UKG TELESTAFF BIDDING V4 SAAS	$1.86
54151ECOM	8604145-000-SAAS-ENT	Workorce Telestaff Bidding v4 - per employee per month	$1.97
511210	8604145-000GM	Gold Maintenance for Workforce Telestaff Bidding V4 - per employee	$8.85
511210	8604145-000PM	Platinum Maintenance for Workforce Telestaff Bidding V4 - per employee	$10.05
54151ECOM	8604148-000	UKG READY ACA MANAGER	$0.46
54151ECOM	8604150-000	UKG READY LEAVE	$1.39
54151ECOM	8604150-000-LEAVE	Workforce Ready Leave- Per Employee Per Month	$1.48
54151ECOM	8604173-000-SAAS	Workforce Collaboration Per Employee Per Month	$0.70
54151ECOM	8604173-000-SAAS-ENT	Workforce Collaboration v7 - per employee per month	$0.49
511210	8604180-001	TimeLink Direct Edition Server v5 for InTouch/WFC	$13,591.00
511210	8604180-001GM	Gold Maintenance for TimeLink Direct Edition Server v5 for InTouch/WFC	$3,005.12
511210	8604180-001PM	Platinum Maintenance for TimeLink Direct Edition Server v5 for InTouch/WFC	$3,414.91
511210	8604181-000	TimeLink Direct Edition Workforce Access License for InTouch/WFC	$13.61
511210	8604181-000GM	Gold Maintenance for TimeLink Direct Edition Workforce Access License for InTouch/WFC	$3.01
511210	8604181-000PM	Platinum Maintenance for TimeLink Direct Edition Workforce Access License for InTouch/WFC	$3.42

SIN	Part#	Description	Price (Contract Price)
511210	8604182-000	TimeLink Direct Edition WebClock User License for InTouch	$12.00
511210	8604182-000GM	Gold Maintenance for TimeLink Direct Edition WebClock User License for InTouch	$2.65
511210	8604182-000PM	Platinum Maintenance for TimeLink Direct Edition WebClock User License for InTouch	$3.01
511210	8604194-000	Workforce Forecast Manager for Healthcare V7 - per employee	$7.20
511210	8604194-000GM	Gold Maintenance for Workforce Forecast Manager for Healthcare V7 - per employee	$1.60
511210	8604194-000PM	Platinum Maintenance for Workforce Forecast Manager for Healthcare V7 - per employee	$1.81
511210	8604201-000	Workforce Analytics for Public Sector V7 - per employee	$64.02
54151ECOM	8604201-000-SAAS-ENT	Workforce Analytics v7 for Public Sector - per employee per month	$2.47
511210	8604201-000GM	Gold Maintenance for Workforce Analytics for Public Sector V7 - per employee	$14.15
511210	8604201-000PM	Platinum Maintenance for Workforce Analytics for Public Sector V7 - per employee	$16.08
54151ECOM	8604202-000	UKG READY COMPENSATION	$0.93
511210	8604210-000	Workforce Workload Manager for Healthcare V7 - per employee	$28.01
511210	8604210-000GM	Gold Maintenance for Workforce Workload Manager for Healthcare V7 - per employee	$6.19
511210	8604210-000PM	Platinum Maintenance for Workforce Workload Manager for Healthcare V7 - per employee	$7.03
511210	8604211-000	Workforce Target Intelligence for Healthcare V7 - per employee	$16.00
511210	8604211-000GM	Gold Maintenance for Workforce Target Intelligence for Healthcare V7 - per employee	$3.54
511210	8604211-000PM	Platinum Maintenance for Workforce Target Intelligence for Healthcare V7 -per employee	$4.02
511210	8604246-000	Kronos iSeries Timekeeper v7 - per employee	$32.01
511210	8604246-000GM	Gold Maintenance for Kronos iSeries Timekeeper v7 - per employee	$7.08
511210	8604246-000PM	Platinum Maintenance for Kronos iSeries Timekeeper v7 - per employee	$8.04
511210	8604247-000	Kronos iSeries Manager v7 - per employee	$52.01
511210	8604247-000GM	Gold Maintenance for Kronos iSeries Manager v7 - per employee	$11.50
511210	8604247-000PM	Platinum Maintenance for Kronos iSeries Manager v7 - per employee	$13.07
511210	8604248-000	Kronos iSeries Employee (formally Professional) v7 - per employee	$20.00
511210	8604248-000GM	Gold Maintenance for Kronos iSeries Employee (formally Professional) v7 - per employee	$4.42
511210	8604248-000PM	Platinum Maintenance for Kronos iSeries Employee (formally Professional) v7 - per employee	$5.03
511210	8604249-000	Kronos iSeries Absence Management v7 - per employee	$48.01
511210	8604249-000GM	Gold Maintenance for Kronos iSeries Absence Management v7 - per employee	$10.61

SIN	Part#	Description	Price (Contract Price)
511210	8604249-000PM	Platinum Maintenance for Kronos iSeries Absence Management v7 - per employee	$12.06
511210	8604250-000	Kronos iSeries Accruals v7 - per employee	$16.00
511210	8604250-000GM	Gold Maintenance for Kronos iSeries Accruals v7 - per employee	$3.54
511210	8604250-000PM	Platinum Maintenance for Kronos iSeries Accruals v7 - per employee	$4.02
511210	8604251-000	Kronos iSeries Scheduler v7 - per employee	$32.01
511210	8604251-000GM	Gold Maintenance for Kronos iSeries Scheduler v7 - per employee	$7.08
511210	8604251-000PM	Platinum Maintenance for Kronos iSeries Scheduler v7 - per employee	$8.04
511210	8604252-000	Kronos iSeries Activities (formally Shopfloor) v7 - per employee	$32.01
511210	8604252-000GM	Gold Maintenance for Kronos iSeries Activities (formally Shopfloor) v7 - per employee	$7.08
511210	8604252-000PM	Platinum Maintenance for Kronos iSeries Activities (formally Shopfloor) v7 - per employee	$8.04
511210	8604253-000	Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	$16.00
511210	8604253-000GM	Gold Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	$3.54
511210	8604253-000PM	Platinum Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	$4.02
511210	8604254-000	Kronos iSeries Debit v7 - per employee	$16.00
511210	8604254-000GM	Gold Maintenance for Kronos iSeries Debit v7 - per employee	$3.54
511210	8604254-000PM	Platinum Maintenance for Kronos iSeries Debit v7 - per employee	$4.02
511210	8604255-000	Kronos iSeries Access v7 - per employee	$16.00
511210	8604255-000GM	Gold Maintenance for Kronos iSeries Access v7 - per employee	$3.54
511210	8604255-000PM	Platinum Maintenance for Kronos iSeries Access v7 - per employee	$4.02
511210	8604256-000	Kronos iSeries Enhanced Reporting Module v7 - per employee	$16.00
511210	8604256-000GM	Gold Maintenance for Kronos iSeries Enhanced Reporting Module v7 - per employee	$3.54
511210	8604256-000PM	Platinum Maintenance for Kronos iSeries Enhanced Reporting Module v7 - per employee	$4.02
511210	8604257-001	Kronos iSeries Payroll Interface - Uni-directional v7 - per License	$3,484.77
511210	8604257-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Uni-directional v7 - per License	$752.83
511210	8604257-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Uni-directional v7 - per License	$855.49
511210	8604258-001	Kronos iSeries Payroll Interface - Bi-directional v7 - per License	$5,213.15
511210	8604258-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Bi-directional v7 - per License	$1,152.69
511210	8604258-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Bi-directional v7 - per License	$1,309.87

SIN	Part#	Description	Price (Contract Price)
511210	8604259-001	Kronos iSeries MRP Interface - Uni-directional v7 - per License	$9,718.14
511210	8604259-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Uni-directional v7 - per License	$2,148.79
511210	8604259-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Uni-directional v7 - per License	$2,441.80
511210	8604260-001	Kronos iSeries MRP Interface - Bi-directional v7 - per License	$13,719.03
511210	8604260-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Bi-directional v7 - per License	$3,033.43
511210	8604260-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Bi-directional v7 - per License	$3,447.08
511210	8604261-001	Kronos iSeries Timekeeper Telephony Interface v7 - per License	$5,213.15
511210	8604261-001GM	Gold Maintenance for Kronos iSeries Timekeeper Telephony Interface v7 - per License	$1,143.76
511210	8604261-001PM	Platinum Maintenance for Kronos iSeries Timekeeper Telephony Interface v7 - per License	$1,309.87
511210	8604262-001	iSeries Central Scheduling Interface v7 - per License	$5,213.15
511210	8604262-001GM	Gold Mantenance for iSeries Central Scheduling Interface v7 - per License	$1,143.76
511210	8604262-001PM	Platinum Mantenance for iSeries Central Scheduling Interface v7 - per License	$1,309.87
511210	8604263-001	iSeries Central Accruals Interface v7 - per License	$3,404.75
511210	8604263-001GM	Gold Maintenance for iSeries Central Accruals Interface v7 - per License	$752.83
511210	8604263-001PM	Platinum Maintenance for iSeries Central Accruals Interface v7 - per License	$855.49
511210	8604264-001	iSeries Central Gaming Interface v7 - per License	$9,718.14
511210	8604264-001GM	Gold Maintenance for iSeries Central Gaming Interface v7 - per License	$2,148.79
511210	8604264-001PM	Platinum Maintenance for iSeries Central Gaming Interface v7 - per License	$2,441.80
511210	8604265-000	Kronos iSeriesTouchScreen v7 - per employee	$20.00
511210	8604265-000GM	Gold Maintenance for Kronos iSeriesTouchScreen v7 - per employee	$4.42
511210	8604265-000PM	Platinum Maintenance for Kronos iSeriesTouchScreen v7 - per employee	$5.03
511210	8604269-000	Kronos iSeries Attendance v7 - per employee	$16.00
511210	8604269-000GM	Gold Maintenance for Kronos iSeries Attendance v7 - per employee	$3.54
511210	8604269-000PM	Platinum Maintenance for Kronos iSeries Attendance v7 - per employee	$4.02
511210	8604270-000	Kronos iSeries Leave v7 - per employee	$16.00
511210	8604270-000GM	Gold Maintenance for Kronos iSeries Leave v7 - per employee	$3.54
511210	8604270-000PM	Platinum Maintenance for Kronos iSeries Leave v7 - per employee	$4.02
511210	8604271-000	Kronos iSeries Terminal Entry v7 - per employee	$16.00
511210	8604271-000GM	Gold Maintenance for Kronos iSeries Terminal Entry v7 - per employee	$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8604271-000PM	Platinum Maintenance for Kronos iSeries Terminal Entry v7 - per employee	$4.02
511210	8604272-000	Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	$16.00
511210	8604272-000GM	Gold Maintenance for Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	$3.54
511210	8604272-000PM	Platinum Maintenance for Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	$4.02
511210	8604273-000	Kronos iSeries History v7 - per employee	$16.00
511210	8604273-000GM	Gold Maintenance for Kronos iSeries History v7 - per employee	$3.54
511210	8604273-000PM	Platinum Maintenance for Kronos iSeries History v7 - per employee	$4.02
511210	8604275-000	iSeries V7 Mobile Manager- per employee	$42.04
511210	8604275-000GM	Gold Maintenance for iSeries Mobile Manager 7 - per employee	$9.35
511210	8604275-000PM	Platinum Maintenance for iSeries Mobile Manager- per employee	$10.61
511210	8604276-000	iSeries V7 Mobile Employee - per employee	$5.18
511210	8604276-000GM	Gold Maintenance for iSeries Mobile Employee - per employee	$1.15
511210	8604276-000PM	Platinum Maintenance for iSeries Mobile Employee - per employee	$1.30
511210	8604277-001	Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	$9,718.14
511210	8604277-001GM	Gold Maintenance for Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	$2,148.79
511210	8604277-001PM	Platinum Maintenance for Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	$2,441.80
511210	8604278-000	Workforce Tablet for iSeries v7 - per employee	$79.22
511210	8604278-000GM	Gold Maintenance for Workforce Tablet for iSeries v7 - per employee	$17.52
511210	8604278-000PM	Platinum Maintenance for Workforce Tablet for iSeries v7 - per employee	$19.90
511210	8604279-001	Kronos iSeries Smart View Printing Tool v7 - per License	$3,200.71
511210	8604279-001GM	Gold Maintenance for Kronos iSeries Smart View Printing Tool v7 - per License	$707.71
511210	8604279-001PM	Platinum Maintenance for Kronos iSeries Smart View Printing Tool v7 - per License	$804.22
54151ECOM	8604288-000	UKG READY SCHEDULER	$2.32
511210	8604300-000	Workforce Budgeting V8 - per employee (Formerly Workforce Operations Planner)	$52.01
54151ECOM	8604300-000-SAAS-ENT	Workforce Budgeting v8 (formerly Workforce Operations Planner) - per employee per month	$2.47
54151ECOM	8604300-000-SAAS-SMB	Workforce Budgeting v8 (formerly Workforce Operations Planner) - per employee per month	$2.47
511210	8604300-000GM	Gold Maintenance for Workforce Budgeting V8 - per employee	$11.50
511210	8604300-000PM	Platinum Maintenance for Workforce Budgeting V8 - per employee	$13.07
511210	8604301-000	Workforce Forecast Manager V8 - per employee	$52.01

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604301-000-SAAS-ENT	Workforce Forecast Manager v8 - per employee per month	$2.47
54151ECOM	8604301-000-SAAS-SMB	Workforce Forecast Manager v8 - per employee per month	$2.47
511210	8604301-000GM	Gold Maintenance for Workforce Forecast Manager V8 - per employee	$11.50
511210	8604301-000PM	Platinum Maintenance for Workforce Forecast Manager V8 - per employee	$13.07
511210	8604302-000	Workforce Tips and Tokes V8 - per employee	$16.00
54151ECOM	8604302-000- SAAS-SMB	Workforce Tips & Tokes v8- per employee per month	$0.49
54151ECOM	8604302-000-SAAS-ENT	Workforce Tips & Tokes v8- per employee per month	$0.49
511210	8604302-000GM	Gold Maintenance for Workforce Tips and Tokes V8 - per employee	$3.54
511210	8604302-000PM	Platinum Maintenance for Workforce Tips and Tokes V8 - per employee	$4.02
511210	8604303-000	Workforce HR V8	$54.61
54151ECOM	8604303-000-SAAS-ENT	Workforce Human Resources v8 - per employee per month	$4.94
54151ECOM	8604303-000-SAAS-SMB	Workforce Human Resources v8 - per employee per month	$4.94
511210	8604303-000GM	Gold Maintenance for Workforce HR V8 - per employee	$12.08
511210	8604303-000PM	Platinum Maintenance for Workforce HR V8 - per employee	$13.74
511210	8604304-000	Workforce Payroll V8	$54.61
54151ECOM	8604304-000-SAAS-ENT	Workforce Payroll v8 - per employee per month	$4.94
54151ECOM	8604304-000-SAAS-SMB	Workforce Payroll v8 - per employee per month	$4.94
511210	8604304-000GM	Gold Maintenance for Workforce Payroll V8 - per employee	$12.08
511210	8604304-000PM	Platinum Maintenance for Workforce Payroll V8 - per employee	$13.74
511210	8604305-000	Workforce HR/PR Administrator V8	$336.07
54151ECOM	8604305-000-SAAS-ENT	Workforce HR/Payroll Administator v8 - per employee per month	$19.74
54151ECOM	8604305-000-SAAS-SMB	Workforce HR/Payroll Administator v8 - per employee per month	$19.74
511210	8604305-000GM	Gold Maintenance for Workforce HR/PR Adminstrator V8- per employee	$74.31
511210	8604305-000PM	Platinum Maintenance for Workforce HR/PR Administrator V8 - per employee	$84.45
511210	8604306-000	Workforce Employee HR/PR V8	$29.41
54151ECOM	8604306-000-SAAS-ENT	Workforce HR/Payroll Employee v8 - per employee per month	$1.48
54151ECOM	8604306-000-SAAS-SMB	Workforce HR/Payroll Employee v8 - per employee per month	$1.48
511210	8604306-000GM	Gold Maintenance for Workforce Employee HR/PR V8 - per employee	$6.50
511210	8604306-000PM	Platinum Maintenance for Workforce Employee HR/PR - per employee	$7.39
511210	8604307-000	Workforce Manager HR/PR V8	$168.04
54151ECOM	8604307-000-SAAS-ENT	Workforce HR/Payroll Manager v8 per Manager per month	$9.86

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604307-000-SAAS-SMB	Workforce HR/Payroll Manager v8 per Manager per month	$9.86
511210	8604307-000GM	Gold Maintenance for Workforce Manager HR/PR V8 - per employee	$37.16
511210	8604307-000PM	Platinum Maintenance for Workforce Manager HR/PR - per employee	$42.22
511210	8604309-000PM	Platinum Maintenance for Workforce Payroll Ceridian Interface	$5,026.36
511210	8604309-001	Workforce Payroll Ceridian Interface V8 - per employee	$20,004.40
511210	8604309-001GM	Gold Maintenance for Workforce Payroll Ceridian Interface V8 - per employee	$4,423.20
511210	8604310-000	Workforce Analytics V8	$44.01
54151ECOM	8604310-000-SAAS-ENT	Workforce Analaytics v8 - per employee per month	$2.47
54151ECOM	8604310-000-SAAS-SMB	Workforce Analaytics v8 - per employee per month	$2.47
511210	8604310-000GM	Gold Maintenance for Workforce Analytics V8 - per employee	$9.74
511210	8604310-000PM	Platinum Maintenance for Workforce Analytics V8 - per employee	$11.06
511210	8604311-000	Workforce Analytics for Retail V8 - per employee	$64.02
54151ECOM	8604311-000-SAAS-ENT	Workforce Analytics v8 for Retail - per employee per month	$2.47
54151ECOM	8604311-000-SAAS-SMB	Workforce Analytics v8 for Retail - per employee per month	$2.47
511210	8604311-000GM	Gold Maintenance for Workforce Analytics for Retail V8 - per employee	$14.15
511210	8604311-000PM	Platinum Maintenance for Workforce Analytics for Retail V8 - per employee	$16.09
511210	8604312-000	Workforce Analytics for Manufacturing V8 - per employee	$64.02
54151ECOM	8604312-000-SAAS-ENT	Workforce Analytics v8 for Manufacturing - per employee per month	$2.47
54151ECOM	8604312-000-SAAS-SMB	Workforce Analytics v8 for Manufacturing - per employee per month	$2.47
511210	8604312-000GM	Gold Maintenance for Workforce Analytics for Manufacturing V8 - per employee	$14.15
511210	8604312-000PM	Platinum Maintenance for Workforce Analytics for Manufacturing V8 - per employee	$16.09
511210	8604313-000	Workforce Analytics for Healthcare V8 - per employee	$64.02
54151ECOM	8604313-000-SAAS-ENT	Workforce Analytics v8 for Healthcare - per employee per month	$2.47
54151ECOM	8604313-000-SAAS-SMB	Workforce Analytics v8 for Healthcare - per employee per month	$4.94
511210	8604313-000GM	Gold Maintenance for Workforce Analytics for Healthcare V8 - per employee	$14.15
511210	8604313-000PM	Platinum Maintenance for Workforce Analytics for Healthcare V8 - per employee	$16.09
511210	8604314-000	Workforce Analytics for Public Sector V8 - per employee	$64.02
54151ECOM	8604314-000-SAAS-ENT	Workforce Analytics v8 for Public Sector - per employee per month	$2.47
54151ECOM	8604314-000-SAAS-SMB	Workforce Analytics v8 for Public Sector - per employee per month	$2.47

SIN	Part#	Description	Price (Contract Price)
511210	8604314-000GM	Gold Maintenance for Workforce Analytics for Public Sector V8 - per employee	$14.15
511210	8604314-000PM	Platinum Maintenance for Workforce Analytics for Public Sector V8 - per employee	$16.09
511210	8604315-001	Workforce Teletime IP V8, Base System, 5 lines	$16,003.53
54151ECOM	8604315-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES - per Month	$986.66
54151ECOM	8604315-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines - per month	$986.66
511210	8604315-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines	$3,538.55
511210	8604315-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines	$4,021.09
511210	8604315-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10)	$2,400.53
54151ECOM	8604315-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10) - per Line per Month	$148.00
54151ECOM	8604315-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10) - per month	$148.00
511210	8604315-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10)	$530.78
511210	8604315-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10)	$603.17
511210	8604315-003	Workforce Teletime IP V8, additional LINE, (LINES 11+)	$800.18
54151ECOM	8604315-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+) - per Line per Month	$49.33
54151ECOM	8604315-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+) - per month	$49.33
511210	8604315-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+)	$176.92
511210	8604315-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+)	$201.05
511210	8604316-001	Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	$2,400.53
54151ECOM	8604316-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES,2ND LANGUAGE - per Month	$148.00
54151ECOM	8604316-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines, 2nd Language - per month	$148.00
511210	8604316-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	$530.78
511210	8604316-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	$603.17
511210	8604316-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Langauge	$240.05
54151ECOM	8604316-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10),2ND LANGUAGE - per Line per Month	$14.80
54151ECOM	8604316-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10), 2nd Language - per month	$14.80
511210	8604316-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Language	$53.08
511210	8604316-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Language	$60.32

SIN	Part#	Description	Price (Contract Price)
511210	8604316-003	Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	$120.03
54151ECOM	8604316-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+),2ND LANGUAGE - per Line per Month	$7.40
54151ECOM	8604316-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+), 2nd Language - per month	$7.40
511210	8604316-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	$26.54
511210	8604316-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	$30.15
511210	8604317-001	Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	$2,400.53
54151ECOM	8604317-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES,3RD LANGUAGE - per Month	$148.00
54151ECOM	8604317-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines, 3rd Language - per month	$148.00
511210	8604317-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	$530.78
511210	8604317-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	$603.17
511210	8604317-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Langauge	$240.05
54151ECOM	8604317-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10),3RD LANGUAGE - per Line per Month	$14.80
54151ECOM	8604317-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10), 3rd Language - per month	$14.80
511210	8604317-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Language	$53.08
511210	8604317-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Language	$60.32
511210	8604317-003	Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	$120.03
54151ECOM	8604317-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+),3RD LANGUAGE - per Line per Month	$7.40
54151ECOM	8604317-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+), 3rd Language - per month	$7.40
511210	8604317-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	$26.54
511210	8604317-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	$30.15
511210	8604318-001	Workforce Teletime IP V8, Failover Systems, 5 Lines	$8,001.76
511210	8604318-001GM	Gold Maintenance for Workforce Teletime IP V8, Failover Systems, 5 Lines	$1,769.28
511210	8604318-001PM	Platinum Maintenance for Workforce Teletime IP V8, Failover Systems, 5 Lines	$2,010.54
511210	8604318-002	Workforce Teletime IP V8, Failover Systems, Lines 6+	$200.04

SIN	Part#	Description	Price (Contract Price)
511210	8604318-002GM	Gold Maintenance for Workforce Teletime IP V8, Failover Systems, Lines 6+	$44.23
511210	8604318-002PM	Platinum Maintenance for Workforce Teletime IP V8, Failover Systems, Lines 6+	$50.26
511210	8604358-000	Workforce Forecast Manager for Healthcare V8 - per employee	$7.20
54151ECOM	8604358-000-SAAS	Workforce Forecast Manager for Healthcare V8 - per employee per month	$0.49
511210	8604358-000GM	Gold Maintenance for Workforce Forecast Manager for Healthcare V8 - per employee	$1.60
511210	8604358-000PM	Platinum Maintenance for Workforce Forecast Manager for Healthcare V8 - per employee	$1.81
511210	8604359-000	Workforce Workload Manager for Healthcare V8 - per employee	$28.01
54151ECOM	8604359-000-SAAS	Workforce Workload Manager V8 - per employee per month	$1.23
511210	8604359-000GM	Gold Maintenance for Workforce Workload Manager for Healthcare V8 - per employee	$6.19
511210	8604359-000PM	Platinum Maintenance for Workforce Workload Manager for Healthcare V8 - per employee	$7.03
511210	8604360-000	Workforce Target Intelligence for Healthcare V8 - per employee	$16.00
54151ECOM	8604360-000-SAAS	Workforce Target Intelligence V8 - per employee per month	$0.74
511210	8604360-000GM	Gold Maintenance for Workforce Target Intelligence for Healthcare V8 - per employee	$3.54
511210	8604360-000PM	Platinum Maintenance for Workforce Target Intelligence for Healthcare V8 - per employee	$4.02
511210	8604361-000	Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	$6,001.33
511210	8604361-000GM	Gold Maintenance for Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	$1,326.96
511210	8604361-000PM	Platinum Maintenance for Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	$1,507.91
511210	8604363-000	Workforce TeleStaff Enterprise v5 - per employee	$108.03
54151ECOM	8604363-000-SAAS	UKG TELESTAFF ENTERPRISE V5 SAAS	$9.30
54151ECOM	8604363-000-SAAS-ENT	Workforce TeleStaff Enterprise v5 - per employee per month	$4.94
54151ECOM	8604363-000-SAAS-SMB	Workforce TeleStaff Enterprise v5 - per employee per month	$4.94
511210	8604363-000GM	Gold Maintenance for Workforce TeleStaff Enterprise v5 - per employee	$23.89
511210	8604363-000PM	Platinum Maintenance for Workforce TeleStaff Enterprise v5 - per employee	$27.14
511210	8604364-000	Workforce TeleStaff Global Access v5 - per employee	$20.00
54151ECOM	8604364-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V5 SAAS	$0.93
54151ECOM	8604364-000-SAAS-ENT	Workforce TeleStaff Global Access v5 - per employee per month	$0.99
54151ECOM	8604364-000-SAAS-SMB	Workforce TeleStaff Global Access v5 - per employee per month	$0.99
511210	8604364-000GM	Gold Maintenance for Workforce TeleStaff Global Access v5 - per employee	$4.42

SIN	Part#	Description	Price (Contract Price)
511210	8604364-000PM	Platinum Maintenance for Workforce TeleStaff Global Access v5 - per employee	$5.03
511210	8604365-000	Workforce TeleStaff Institution Focus v5 - per employee	$16.00
54151ECOM	8604365-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V5 SAAS	$0.70
54151ECOM	8604365-000-SAAS-ENT	Workforce TeleStaff Institution Focus v5 - per employee per month	$0.74
54151ECOM	8604365-000-SAAS-SMB	Workforce TeleStaff Institution Focus v5 - per employee per month	$0.74
511210	8604365-000GM	Gold Maintenance for Workforce TeleStaff Institution Focus v5 - per employee	$3.54
511210	8604365-000PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v5 - per employee	$4.02
511210	8604366-001	Workforce TeleStaff Gateway Manager v5	$4,000.88
54151ECOM	8604366-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V5 SAAS	$139.50
54151ECOM	8604366-001-SAAS-ENT	Workforce TeleStaff Gateway Manager v5 per month	$148.00
54151ECOM	8604366-001-SAAS-SMB	Workforce TeleStaff Gateway Manager v5 per month	$148.00
511210	8604366-001GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v5	$884.64
511210	8604366-001PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v5	$1,005.27
511210	8604368-000	Workforce TeleStaff Contact Manager v5 - per employee	$12.00
54151ECOM	8604368-000-SAAS	UKG TELESTAFF CONTACT MANAGER V5 SAAS	$0.46
54151ECOM	8604368-000-SAAS-ENT	Workforce TeleStaff Contact Manager v5 - per employee per month	$0.49
54151ECOM	8604368-000-SAAS-SMB	Workforce TeleStaff Contact Manager v5 - per employee per month	$0.49
511210	8604368-000GM	Gold Maintenance for Workforce TeleStaff Contact Manager v5 - per employee	$2.65
511210	8604368-000PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v5 - per employee	$3.01
511210	8604369-000	Workforce TeleStaff Bidding v5 - per employee	$40.01
54151ECOM	8604369-000-SAAS	UKG TELESTAFF BIDDING V5 SAAS	$1.86
54151ECOM	8604369-000-SAAS-ENT	Workforce TeleStaff Bidding v5 - per employee per month	$1.97
54151ECOM	8604369-000-SAAS-SMB	Workforce TeleStaff Bidding v5 - per employee per month	$1.97
511210	8604369-000GM	Gold Maintenance for Workforce TeleStaff Bidding v5 - per employee	$8.85
511210	8604369-000PM	Platinum Maintenance for Workforce TeleStaff Bidding v5 - per employee	$10.05
54151ECOM	8604371-000-SAAS	Quick Time Stamp Offline- PEPM	$0.49
511210	8604392-001	KSS Tool, Kronos Time Capture for Cisco V8 per employee	$25.21
54151ECOM	8604392-001-SAAS-ENT	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	$1.48
54151ECOM	8604392-001-SAAS-SMB	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	$1.48
511210	8604392-001GM	Gold Maintenance for KSS Tool, Kronos Time Capture for Cisco V8 per employee	$5.58
511210	8604392-001PM	Platinum Maintenance for KSS Tool, Kronos Time Capture for Cisco V8 per employee	$6.33
54151ECOM	8604393-001-SAAS-ENT	KSS Puerto Rico Meal Penalty Support - per Month	$838.66

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604393-001-SAAS-SMB	KSS Puerto Rico Meal Penalty Support - per Month	$838.66
511210	8604394-001	KSS Tool Full Time - Part Time Analysis Report V8	$4,000.88
54151ECOM	8604394-001-SAAS-ENT	KSS Tool FT-PT Analysis Report v8 - per month	$246.66
54151ECOM	8604394-001-SAAS-SMB	KSS Tool FT-PT Analysis Report v8 - per month	$246.66
511210	8604394-001GM	Gold Maintenance for KSS Tool, FT-PT Analysis Report V8	$884.64
511210	8604394-001PM	Platinum Maintenance for KSS Tool, FT-PT Analysis Report V8	$1,005.27
511210	8604395-001	KSS Tool Attestation Tool Kit V8	$12.00
54151ECOM	8604395-001-SAAS-ENT	KSS Tool Attestation Tool Kit v8 - per employee per month	$0.49
54151ECOM	8604395-001-SAAS-SMB	KSS Tool Attestation Tool Kit v8 - per employee per month	$0.49
511210	8604395-001GM	Gold Maintenance for KSS Tool, Attestation Tool Kit V8 per employee	$2.65
511210	8604395-001PM	Platinum Maintenance for KSS Tool, Attestation Tool Kit V8 per employee	$3.01
511210	8604396-001	KSS Tool Timecard Confirmation Tool V8	$3,200.71
54151ECOM	8604396-001-SAAS-ENT	KSS Tool Timecard Confirmation v8 - per month	$197.33
54151ECOM	8604396-001-SAAS-SMB	KSS Tool Timecard Confirmation v8 - per month	$197.33
511210	8604396-001GM	Gold Maintenance for KSS Tool, Timecard Confirmation Tool V8	$707.71
511210	8604396-001PM	Platinum Maintenance for KSS Tool, Timecard Confirmation Tool V8	$804.22
54151ECOM	8604404-001	Workforce TeleStaff IVR Service - Per Minute (Invoices Monthly in Arrears Based on Usage)	$0.13
511210	8604405-001	Workforce Telestaff IVR License Per Port	$2,000.44
511210	8604405-001GM	Gold Maintenance for Workforce TeleStaff IVR - License Per Port	$442.32
511210	8604405-001PM	Platinum Maintenance for Workforce TeleStaff IVR - License Per Port	$502.64
511210	8604408-001	KSS Tool Scheduling Attestation v8 - per license	$8,001.76
54151ECOM	8604408-001-SAAS-SMB	KSS Tool Scheduling Attestation - per Month	$493.33
511210	8604408-001GM	Gold Maintenance for KSS Tool Scheduling Attestation v8 - per license	$1,769.28
511210	8604408-001PM	Platinum Maintenance for KSS Tool Scheduling Attestation v8 - per license	$2,010.54
511210	8604488-000	Workforce TeleStaff Enterprise v6 - per Employee	$108.03
54151ECOM	8604488-000-BUNDLE-SAAS	Workforce TeleStaff Enterprise v6 BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE: ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS	$9.43
54151ECOM	8604488-000-SAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM	$5.43
511210	8604488-000GM	Gold Maintenance for Workforce TeleStaff Enterprise v6 - per Employee	$23.89
511210	8604488-000PM	Platinum Maintenance for Workforce TeleStaff Enterprise v6 - per Employee	$27.14
511210	8604489-000	Workforce TeleStaff Bidding v6 - per Employee	$40.01
54151ECOM	8604489-000-SAAS	UKG TELESTAFF BIDDING V6 SAAS	$1.86

SIN	Part#	Description	Price (Contract Price)
511210	8604489-000GM	Gold Maintenance for Workforce TeleStaff Bidding v6 - per Employee	$8.85
511210	8604489-000PM	Platinum Maintenance for Workforce TeleStaff Bidding v6 - per Employee	$10.05
511210	8604490-000	Workforce TeleStaff Blueprints v6 - per Employee	$12.00
54151ECOM	8604490-000-SAAS	Workforce TeleStaff Blueprints v6 - per Employee per Month	$0.99
511210	8604490-000GM	Gold Maintenance for Workforce TeleStaff Blueprints v6 - per Employee	$2.65
511210	8604490-000PM	Platinum Maintenance for Workforce TeleStaff Blueprints v6 - per Employee	$3.01
54151ECOM	8604494-001	UKG READY ATTESTATION	$0.46
511210	8604495-000	Workforce TeleStaff Global Access v6 - per Employee	$20.00
54151ECOM	8604495-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V6 SAAS	$0.93
511210	8604495-000GM	Gold Maintenance for Workforce TeleStaff Global Access v6 - per Employee	$4.42
511210	8604495-000PM	Platinum Maintenance for Workforce TeleStaff Global Access v6 - per Employee	$5.03
511210	8604496-000	Workforce TeleStaff Institution Focus v6 - per Employee	$16.00
54151ECOM	8604496-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V6 SAAS	$0.70
511210	8604496-000GM	Gold Maintenance for Workforce TeleStaff Institution Focus v6 - per Employee	$3.54
511210	8604496-000PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v6 - per Employee	$4.02
511210	8604497-001	Workforce TeleStaff Gateway Manager v6 - per manager	$4,000.89
54151ECOM	8604497-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V6 SAAS	$139.50
511210	8604497-001GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v6 - per manager	$884.64
511210	8604497-001PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v6 - per manager	$1,005.27
511210	8604501-000	Workforce TeleStaff Contact Manager v6 - per Employee	$12.00
54151ECOM	8604501-000-SAAS	UKG TELESTAFF CONTACT MANAGER V6 SAAS	$0.46
511210	8604501-000GM	Gold Maintenance for Workforce TeleStaff Contact Manager v6 - per Employee	$2.65
511210	8604501-000PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v6 - per Employee	$3.01
511210	8604510-000	Workforce Planner Enterprise V6 (Manufacturing Only)	$52.54
511210	8604510-000GM	Gold Maintenance for Workforce Planner Enterprise	$11.63
511210	8604510-000PM	Platinum Maintenance for Workforce Planner Enterprise	$13.21
511210	8604511-000	Workforce Planner Bidding v6 (Manufacturing Only)	$20.21
511210	8604511-000GM	Gold Maintenance for Workforce Planner Bidding	$4.47
511210	8604511-000PM	Platinum Maintenance for Workforce Planner Bidding	$5.08
54151ECOM	8604514-001	UKG READY PERFORMANCE	$0.93
54151ECOM	8604515-001	UKG READY RECRUITING (formerly Talent Acquisition)	$0.93

SIN	Part#	Description	Price (Contract Price)
511210	8604534-001	TimeLink Direct Edition Server v6 for InTouch/WFC	$13,728.28
511210	8604534-001GM	Gold Maintenance for TimeLink Direct Edition Server v6 for InTouch/WFC	$3,038.35
511210	8604534-001PM	Platinum Maintenance for TimeLink Direct Edition Server v6 for InTouch/WFC	$3,452.67
54151ECOM	8604537-000A	UKG DIMENSIONS TIMEKEEPING SALARIED - STANDARD LIC, PEPM	$4.65
54151ECOM	8604537-000B	UKG DIMENSIONS TIMEKEEPING SALARIED - SEASONAL LIC, PEPM	$6.04
54151ECOM	8604538-000-TAM	Workforce Dimensions Technical Account Manager (TAM)	$148,782.35
54151ECOM	8604538-000A	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM	$9.30
54151ECOM	8604538-000B	UKG DIMENSIONS TIMEKEEPING HOURLY - SEASONAL LIC, PEPM	$12.09
54151ECOM	8604539-000A	UKG DIMENSIONS ACCRUALS - STANDARD LIC, PEPM	$0.93
54151ECOM	8604539-000B	UKG DIMENSIONS ACCRUALS, SEASONAL LIC, PEPM	$1.21
54151ECOM	8604540-000A	UKG DIMENSIONS LEAVE (Includes Accruals) - STANDARD LIC, PEPM	$1.86
54151ECOM	8604540-000B	UKG DIMENSIONS LEAVE (Includes Accruals) - SEASONAL LIC, PEPM	$2.42
54151ECOM	8604541-000A	UKG PRO ABSENCE (Includes Attendance, Leave and Accruals) - STANDARD LIC, PEPM	$2.32
54151ECOM	8604541-000B	UKG DIMENSIONS ABSENCE (Includes Attendance, Leave and Accruals) - SEASONAL LIC, PEPM	$3.02
54151ECOM	8604542-000A	UKG DIMENSIONS SCHEDULING - STANDARD LIC, PEPM	$0.93
54151ECOM	8604542-000B	UKG DIMENSIONS SCHEDULING - SEASONAL LIC, PEPM	$1.21
54151ECOM	8604543-000A	UKG PRO ANALYTICS - STANDARD LIC, PEPM	$1.86
54151ECOM	8604543-000B	UKG DIMENSIONS ANALYTICS - SEASONAL LIC, PEPM	$2.42
54151ECOM	8604544-000A	UKG DIMENSIONS ACTIVITIES (FORMERLY WORK) - STANDARD LIC, PEPM	$2.32
54151ECOM	8604544-000B	UKG DIMENSIONS ACTIVITIES (FORMERLY WORK)- SEASONAL LIC, PEPM	$3.02
54151ECOM	8604546-000A	UKG DIMENSIONS PAYROLL - STANDARD LIC, PEPM	$5.58
54151ECOM	8604546-000B	WORKFORCE DIMENSIONS PAYROLL - SEASONAL LIC, PEPM	$6.55
54151ECOM	8604547-000A	UKG DIMENSIONS HR - STANDARD LIC, PEPM	$5.58
54151ECOM	8604547-000B	WORKFORCE DIMENSIONS HUMAN RESOURCES - SEASONAL LIC, PEPM	$6.55
54151ECOM	8604548-000A	UKG DIMENSIONS RECRUITING (Formerly Talent Acquisition) - STANDARD LIC, PEPM	$0.93
54151ECOM	8604548-000B	WORKFORCE DIMENSIONS TALENT ACQUISITION - SEASONAL LIC, PEPM	$1.09
54151ECOM	8604549-000A	UKG DIMENSIONS PERFORMANCE (includes Succession Planning) - STANDARD LIC, PEPM	$0.93
54151ECOM	8604549-000B	WORKFORCE DIMENSIONS PERFORMANCE MANAGEMENT (inc Succession Planning) - SEASONAL LIC, PEPM	$1.09

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604550-000A	UKG DIMENSIONS COMPENSATION - STANDARD LIC, PEPM	$0.93
54151ECOM	8604550-000B	WORKFORCE DIMENSIONS COMPENSATION MANAGEMENT - SEASONAL LIC, PEPM	$1.09
54151ECOM	8604554-000	UKG DIMENSIONS BENEFITS CENTER - STANDARD LIC, PEPM	$2.79
54151ECOM	8604560-000A	UKG DIMENSIONS ACA - STANDARD LIC, PEPM	$0.46
54151ECOM	8604560-000B	WORKFORCE DIMENSIONS ACA - SEASONAL LIC, PEPM	$0.55
54151ECOM	8604561-000A	UKG PRO ADVANCED SCHEDULING (includes UKG Scheduling) - STANDARD LIC, PEPM	$2.32
54151ECOM	8604561-000B	UKG DIMENSIONS ADVANCED SCHEDULING (includes UKG Scheduling) - SEASONAL LIC, PEPM	$3.02
54151ECOM	8604563-000A	UKG DIMENSIONS FORECASTING (Includes UKG Dimensions Advanced Scheduling) (FORMERLY OPTIMIZED SCHEDULING WITH FORECASTING)- STANDARD LIC, PEPM	$4.65
54151ECOM	8604563-000B	UKG DIMENSIONS FORECASTING (Includes UKG Dimensions Advanced Scheduling) (FORMERLY OPTIMIZED SCHEDULING WITH FORECASTING) - SEASONAL LIC, PEPM	$6.04
54151ECOM	8604657-000-1000	KnowledgeMap Live ENT Subscription <1000 (5 licenses)	$993.15
54151ECOM	8604657-000-10000	KnowledgeMap Live ENT Subscription <7501-10000 (12 licenses)	$9,534.23
54151ECOM	8604657-000-10001	KnowledgeMap Live ENT Subscription <10000+ (15 licenses)	$12,910.93
54151ECOM	8604657-000-2500	KnowledgeMap Live ENT Subscription <1001-2500 (6 licenses)	$1,787.67
54151ECOM	8604657-000-5000	KnowledgeMap Live ENT Subscription <2501-5000 (7 licenses)	$3,972.59
54151ECOM	8604657-000-7500	KnowledgeMap Live ENT Subscription <5001-7500 (10 licenses)	$6,554.78
54151ECOM	8604657-001-1000	KnowledgeMap Live ENT 1st Year Training <1000 (10 licenses)	$4,965.74
54151ECOM	8604657-001-10000	KnowledgeMap Live ENT 1st Year Training<7501-10000 (22 licenses)	$47,671.13
54151ECOM	8604657-001-10001	KnowledgeMap Live ENT 1st Year Training 10000+ (25 licenses)	$64,554.66
54151ECOM	8604657-001-2500	KnowledgeMap Live ENT 1st Year Training <1001-2500 (12 licenses)	$8,938.34
54151ECOM	8604657-001-5000	KnowledgeMap Live ENT 1st Year Training<2501-5000 (15 licenses)	$19,862.97
54151ECOM	8604657-001-7500	KnowledgeMap Live ENT 1st Year Training<5001-7500 (20 licenses)	$32,773.90
54151ECOM	8604658-000	KnowledgeMap Live SMB Subscription (5 licenses)	$1,787.67
54151ECOM	8604659-000	KnowledgeMap Live 5 Pack	$2,979.45
54151ECOM	8604705-000-SAAS	UKG TELESTAFF ENTERPRISE V7 SAAS	$9.30
54151ECOM	8604706-000-SAAS	UKG TELESTAFF BIDDING V7 SAAS	$1.86
54151ECOM	8604708-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V7 SAAS	$0.93
54151ECOM	8604709-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V7 SAAS	$0.70
54151ECOM	8604710-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V7 SAAS	$139.50
54151ECOM	8604712-000-SAAS	UKG TELESTAFF CONTACT MANAGER V7 SAAS	$0.46
511210	8604718-000	UKG TELESTAFF Enterprise V7.1+	$134.08
54151ECOM	8604718-000-SAAS	UKG TELESTAFF V7.1+ SAAS	$9.30

SIN	Part#	Description	Price (Contract Price)
511210	8604718-000GM	UKG TELESTAFF Enterprise V7.1+ GOLD SUPPORT	$24.15
511210	8604718-000PM	UKG TELESTAFF Enterprise V7.1+ PLATINUM SUPPORT	$27.44
511210	8604719-000	UKG TELESTAFF BIDDING V7.1+	$49.66
54151ECOM	8604719-000-SAAS	UKG TELESTAFF BIDDING V7.1+ SAAS	$1.86
511210	8604719-000GM	UKG TELESTAFF BIDDING V7.1+ GOLD SUPPORT	$8.94
511210	8604719-000PM	UKG TELESTAFF BIDDING V7.1+ PLATINUM SUPPORT	$10.16
511210	8604721-000	UKG TELESTAFF GLOBAL ACCESS V7.1+	$24.83
54151ECOM	8604721-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V7.1+ SAAS	$0.93
511210	8604721-000GM	UKG TELESTAFF GLOBAL ACCESS V7.1+ GOLD SUPPORT	$4.47
511210	8604721-000PM	UKG TELESTAFF GLOBAL ACCESS V7.1+ PLATINUM SUPPORT	$5.08
511210	8604722-000	UKG TELESTAFF INSTITUTION FOCUS V7.1+	$19.86
54151ECOM	8604722-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V7.1+ SAAS	$0.70
511210	8604722-000GM	UKG TELESTAFF INSTITUTION FOCUS V7.1+ GOLD SUPPORT	$3.58
511210	8604722-000PM	UKG TELESTAFF INSTITUTION FOCUS V7.1+ PLATINUM SUPPORT	$4.07
511210	8604723-001	UKG TELESTAFF GATEWAY MANAGER V7.1+ - ONE PER CUSTOMER	$4,965.74
54151ECOM	8604723-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V7.1+ SAAS	$139.50
511210	8604723-001GM	UKG TELESTAFF GATEWAY MANAGER V7.1+ GOLD SUPPORT	$894.41
511210	8604723-001PM	UKG TELESTAFF GATEWAY MANAGER V7.1+ PLATINUM SUPPORT	$1,016.37
511210	8604724-000	UKG TELESTAFF CONTACT MANAGER V7.1+	$14.90
54151ECOM	8604724-000-SAAS	UKG TELESTAFF CONTACT MANAGER V7.1+ SAAS	$0.46
511210	8604724-000GM	UKG TELESTAFF CONTACT MANAGER V7.1+ GOLD SUPPORT	$2.68
511210	8604724-000PM	UKG TELESTAFF CONTACT MANAGER V7.1+ PLATINUM SUPPORT	$3.05
54151ECOM	8604728-000-SAAS	UKG TELESTAFF ENTERPRISE BUNDLE V7.1+ SAAS	$12.32
54151ECOM	8604765-000A	UKG DIMENSIONS HEALTHCARE ANALYTICS - STANDARD LIC, PEPM	$4.18
54151ECOM	8604765-000B	UKG DIMENSIONS HEALTHCARE ANALYTICS - SEASONAL LIC, PEPM	$5.44
54151ECOM	8604775-000A	UKG DIMENSIONS ROTATION SCHEDULE - STANDARD LIC, PEPM	$0.46
54151ECOM	8604775-000B	UKG DIMENSIONS ROTATION SCHEDULE - SEASONAL LIC, PEPM	$0.60
54151ECOM	8604802-000	UKG READY PEOPLE INSIGHTS	$1.86
54151ECOM	86048521-001	Workforce Ready Integration Hub (site license qty 1)	$49.66
54151ECOM	8604872-000	UKG Ready Learning	$3.25
54151ECOM	8604956-000SAAS1	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN <2500 - PER MONTH	$116.25
54151ECOM	8604956-000SAAS2	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN 2500 - 4999 - PER MONTH	$232.50
54151ECOM	8604956-000SAAS3	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN 5000 - 9999 - PER MONTH	$464.99

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604956-000SAAS4	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN >9999 - PER MONTH	$929.98
511210	8604980-000	UKG Telestaff Extra Duty Events v7.4+	$64.55
54151ECOM	8604980-000-SAAS	UKG TELESTAFF EXTRA DUTY EVENTS V7.4+ SAAS	$1.39
54151ECOM	8604981-000-SAAS	UKG TELESTAFF ENTERPRISE BUNDLE V7.4+ SAAS	$12.32
511210	8605000-000	UKG GovTA Services Module v1 Server License	$4,964.00
511210	8605000-000 GOLD-GOVTA	Workforce GovTA Services Module v1 Server License - Gold Support - Per Server Per Year	$762.17
511210	8605000-000 TERMLIC-GOVTA	Workforce GovTA Services Module v1 Server License - Per Server Per Year	$4,231.61
511210	8605001-000	UKG GovTA Time and Attendance Hourly System v1 single user license	$57.21
511210	8605001-000 GOLD-GOVTA	Workforce GovTA Time and Attendance Hourly System v1 single user license - Gold Support - Per Employee Per Year	$8.79
511210	8605001-000 TERMLIC-GOVTA	Workforce GovTA Time and Attendance Hourly System v1 single user license - Per Employee Per Year	$48.75
511210	8605002-000	UKG GovTA Projects Module v1 single user license	$11.92
511210	8605002-000 GOLD-GOVTA	Workforce GovTA Projects Module v1 single user license - Gold Support - Per Employee Per Year	$1.83
511210	8605002-000 TERMLIC-GOVTA	Workforce GovTA Projects Module v1 single user license - Per Employee Per Year	$10.16
511210	8605003-000	UKG GovTA Minutes Entry Module v1 single user license	$22.29
511210	8605003-000 GOLD-GOVTA	Workforce GovTA Time and Attendance Minutes Entry Module v1 single user license - Gold Support - Per Employee Per Year	$3.42
511210	8605003-000 TERMLIC-GOVTA	Workforce GovTA Time and Attendance Minutes Entry Module v1 single user license - Per Employee Per Year	$19.00
511210	8605004-000	UKG GovTA Reports Module v1 single user license	$11.92
511210	8605004-000 GOLD-GOVTA	Workforce GovTA Reports Module v1 single user license - Gold Support - Per Employee Per Year	$1.83
511210	8605004-000 TERMLIC-GOVTA	Workforce GovTA Reports Module v1 single user license - Per Employee Per Year	$10.16
511210	8605005-000 GOLD-GOVTA	UKG GovTA API v1 single user license maintenance-PEPY	$1.83
511210	8605005-000 TERMLIC-GOVTA	UKG GovTA API v1 single user license-PEPY; must equal system user counts for time and attendance Hourly System licenses	$8.27
54151ECOM	8605300-000	UKG TELESTAFF CLOUD (PEPM)	$9.93
54151ECOM	8605301-000	UKG TELESTAFF CLOUD EXTRA DUTY MANAGEMENT	$1.49
33411	8609000-012	Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	$2,996.66
54151ECOM	8609000-012SAAS	INTOUCH 9000,STANDARD,MAG - monthly rental fee	$148.00
33411	8609000-013	Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	$3,436.76

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609000-013SAAS	INTOUCH 9000,STANDARD, Prox - monthly rental fee	$157.86
33411	8609000-014	Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	$3,436.76
33411	8609000-015	Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	$3,516.78
33411	8609000-016	Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	$3,516.78
33411	8609000-018	Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader	$2,876.64
54151ECOM	8609000-018SAAS	INTOUCH 9000,STANDARD,B/C - monthly rental fee	$148.00
33411	8609000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader	$2,996.66
33411	8609000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader	$3,436.76
33411	8609000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader	$3,436.76
54151ECOM	8609000-024-SAAS	InTouch 9000, H3, Standard, EM4102 Prox - monthly rental fee	$157.86
33411	8609000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader	$3,516.78
54151ECOM	8609000-027-SAAS	InTouch 9000, H3, Slim, Mag - monthly rental fee	$167.73
33411	8609000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader	$2,876.64
33411	8609000-051	Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	$2,876.64
33411	8609000-062	Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	$2,996.66
33411	8609000-063	Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	$3,436.76
33411	8609000-064	Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	$3,436.76
33411	8609000-065	Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	$3,516.78
33411	8609000-066	Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	$3,516.78
33411	8609000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader	$2,996.66
54151ECOM	8609000-072-SAAS	InTouch 9000, H3, Slim, HID Prox - monthly rental fee	$148.00
33411	8609000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader	$3,436.76
54151ECOM	8609000-073-SAAS	InTouch 9000, H3, Slim, EM4102 Prox - monthly rental fee	$157.86
33411	8609000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader	$3,436.76
54151ECOM	8609000-074-SAAS	InTouch 9000, H3, Smart Card - monthly rental fee	$157.86
33411	8609000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader	$3,516.78
54151ECOM	8609000-077-SAAS	InTouch 9000, H3, Slim, Mag - monthly rental fee	$167.73
33411	8609000-112	Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	$2,996.66

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609000-112SAAS	Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader - monthly rental fee	$148.00
33411	8609000-113	Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader	$3,436.76
54151ECOM	8609000-113SAAS	Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader - monthly rental fee	$157.86
33411	8609000-118	Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader	$2,876.64
54151ECOM	8609000-118SAAS	Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader - monthly rental fee	$148.00
54151ECOM	8609000-127-SAAS	Workforce Ready Rental InTouch 9000 H3, Standard Smart Card - monthly rental fee	$167.73
33411	8609012-001	InTouch Replacement Enclosure Back Cover - Standard	$53.61
33411	8609012-002	InTouch Replacement Enclosure Back Cover - Slim	$53.61
33411	8609012-031	InTouch H4 Replacement Enclosure Back Cover - Standard	$58.97
33411	8609012-032	InTouch H4 Replacement Enclosure Back Cover - Slim	$58.97
33411	8609013-011	InTouch H2/H3/H4 Transition Board Option	$88.02
33411	8609014-001	InTouch Direct AC Wiring Option Kit - Standard Enclosure	$60.01
33411	8609015-001	InTouch Battery Backup Option	$160.04
33411	8609016-001	InTouch NIMH Backup Battery Option	$263.65
33411	8609020-001	Kronos Touch ID Biometric Verification/Identification Option	$960.22
54151ECOM	8609020-101SAAS	TOUCH ID OPTION,INTOUCH - monthly rental fee	$39.47
54151ECOM	8609021-001-SAAS	Remote B/C Reader, Kronos, Series, 4000 & InTouch - monthy rental fee	$19.74
33411	8609023-001	InTouch Remote HID MiniProx Reader Option	$578.55
33411	8609023-001	InTouch Remote HID MiniProx Reader Option	$424.33
54151ECOM	8609023-001-SAAS	Remote HID MiniProx Reader, InTouch - monthly rental fee	$24.66
33411	8609024-001	InTouch Remote HID ProxPro Reader Option	$578.55
54151ECOM	8609024-001-SAAS	Remote HID ProxPro Reader, InTouch - monthly rental fee	$24.66
33411	8609026-001	InTouch Linear Imager Bar Code Scanner Option	$805.84
54151ECOM	8609026-001-SAAS	Linear Imager, InTouch - monthly rental fee	$29.60
33411	8609027-001	InTouch Remote EM Prox USB Reader Option	$578.55
33411	8609030-001	Wi-Fi Option Kit for H2/H3 InTouch	$200.04
33411	8609042-001	Kronos Touch ID Plus Biometric Option for InTouch H3	$969.91
54151ECOM	8609042-001-SAAS	Touch ID Plus Option, Intouch - monthly rental fee	$49.33
33411	8609042-011	Kronos Touch ID Plus Biometric Option for InTouch H3/H4	$991.80
54151ECOM	8609042-011-SAAS	Kronos Touch ID Plus Biometric Option for InTouch H3/H4 - monthly rental fee	$49.66
33411	8609042-021	Kronos Touch ID Plus Biometric Option for InTouch H3, H4	$1,090.98
54151ECOM	8609042-101-SAAS	Touch ID Plus Option, Intouch - monthly rental fee	$49.33
54151ECOM	8609042-111	WORKFORCE READY RENTAL TOUCH ID PLUS FOR H3/H4 INTOUCH	$49.66

SIN	Part#	Description	Price (Contract Price)
33411	8609043-001	Kronos Touch ID Biometric Option for InTouch H3	$969.91
33411	8609044-001	Touch ID for InTouch H3/H4 Adapter Kit	$10.91
33411	8609100-002	Kronos InTouch, H4 Standard Enclosure, with Magnetic Stripe Card Reader	$3,329.62
54151ECOM	8609100-002SAAS	Kronos InTouch, H4 Standard Enclosure, with Magnetic Stripe Card Reader- monthly rental fee	$148.00
33411	8609100-003	Kronos InTouch, H4 Standard Enclosure, with HID Proximity Card Reader	$3,818.62
54151ECOM	8609100-003SAAS	Kronos InTouch, H4 Standard Enclosure, with HID Proximity Card Reader- monthly rental fee	$157.86
33411	8609100-004	Kronos InTouch, H4 Standard Enclosure, with EM4102 Proximity Card Reader	$3,818.62
54151ECOM	8609100-004SAAS	Kronos InTouch, H4 Standard Enclosure, with EM4102 Proximity Card Reader- monthly rental fee	$157.86
33411	8609100-007	Kronos InTouch, H4 Standard Enclosure, with Smart Card Reader	$3,907.53
54151ECOM	8609100-007SAAS	Kronos InTouch, H4 Standard Enclosure, with Smart Card Reader- monthly rental fee	$167.73
33411	8609100-008	Kronos InTouch, H4 Standard Enclosure, with Bar Code Badge Reader	$3,196.26
54151ECOM	8609100-008SAAS	Kronos InTouch, H4 Standard Enclosure, with Bar Code Badge Reader- monthly rental fee	$148.00
33411	8609100-052	Kronos InTouch, H4 Slim Enclosure, with Magnetic Stripe Card Reader	$2,996.66
54151ECOM	8609100-052SAAS	Kronos InTouch, H4 Slim Enclosure, with Magnetic Stripe Card Reader- monthly rental fee	$148.00
33411	8609100-053	Kronos InTouch, H4 Slim Enclosure, with HID Proximity Card Reader	$3,436.76
54151ECOM	8609100-053SAAS	Kronos InTouch, H4 Slim Enclosure, with HID Proximity Card Reader- monthly rental fee	$157.86
33411	8609100-054	Kronos InTouch, H4 Slim Enclosure, with EM4102 Proximity Card Reader	$3,436.76
54151ECOM	8609100-054SAAS	Kronos InTouch, H4 Slim Enclosure, with EM4102 Proximity Card Reader- monthly rental fee	$157.86
33411	8609100-057	Kronos InTouch, H4 Slim Enclosure, with Smart Card Reader	$3,516.78
54151ECOM	8609100-057SAAS	Kronos InTouch, H4 Slim Enclosure, with Smart Card Reader- monthly rental fee	$167.73
54151ECOM	8609100-102	WORKFORCE READY INTOUCH 9100 H4,STANDARD,MAG - monthly rental fee	$148.00
54151ECOM	8609100-103	WORKFORCE READY INTOUCH 9100 H4,STANDARD,HID PROX - monthly rental fee	$157.86
54151ECOM	8609100-104	WORKFORCE READY INTOUCH 9100 H4,STANDARD,EM4102 PROX - monthly rental fee	$157.86
54151ECOM	8609100-107	WORKFORCE READY INTOUCH 9100 H4,STANDARD,SMART CARD - monthly rental fee	$167.73
54151ECOM	8609100-108	WORKFORCE READY INTOUCH 9100 H4,STANDARD,KR B/C - monthly rental fee	$148.00
33411	8609110-001	Kronos Touch ID Biometric Option for InTouch H4	$969.91

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609110-001SAAS	Kronos Touch ID Biometric Option for InTouch H4- monthly rental fee	$49.33
33411	8609110-011	Kronos Touch ID Biometric Option for InTouch H4 (Not for H3, H2 or H1 clocks)	$1,090.98
54151ECOM	8609110-011-SAAS	Kronos Touch ID Biometric Option for InTouch H3/H4 - monthly rental fee	$49.66
54151ECOM	8609110-101	WORKFORCE READY TOUCH ID OPTION FOR H4 INTOUCH - monthly rental fee	$49.33
54151ECOM	8609110-111	WORKFORCE READY TOUCH ID OPTION FOR H4 INTOUCH - monthly rental fee	$49.66
33411	8609120-001	Wi-Fi Option Kit for InTouch DX & InTouch 9100 H4	$222.27
33411	8610000-001	Kronos InTouch DX with Bar Code Badge Reader	$3,359.30
54151ECOM	8610000-001SAAS	KRONOS INTOUCH DX,B/C RENTAL MONTHLY FEE	$153.94
33411	8610000-002	Kronos InTouchDX with Magnetic Stripe Card Reader	$3,495.68
135-52	8610000-002SAAS	KRONOS INTOUCH DX,MAG RENTAL MONTHLY FEE	$158.90
33411	8610000-003	Kronos InTouchDX with HID Proximity Card Reader	$3,995.71
135-52	8610000-003SAAS	KRONOS INTOUCH DX,HID PROX RENTAL MONTHLY FEE	$163.87
33411	8610000-007	Kronos InTouchDX with Smart Card Reader	$4,086.62
135-52	8610000-007SAAS	KRONOS INTOUCH DX,SMART CARD RENTAL MONTHLY FEE	$168.84
33411	8610000-009	Kronos InTouch DX with Legic Reader	$4,087.04
33411	8610000-011	UKG InTouch DX G2 with Bar Code Badge Reader	$3,715.11
33411	8610000-012	UKG InTouch DX G2 with Magnetic Stripe Card Reader	$3,880.41
33411	8610000-013	UKG InTouch DX G2 with HID Proximity Card Reader	$4,401.11
33411	8610000-017	UKG InTouch DX G2 with Smart Card Reader	$4,492.02
33411	8610000-019	UKG InTouch DX G2 with Legic Reader	$4,492.02
33411	8610010-001	InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	$119.84
33411	8610011-001	InTouch DX/DX G2 NIMH Backup Battery Option	$347.13
33411	8610012-001	Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	$1,227.35
54151ECOM	8610012-001SAAS	TOUCH ID PLUS OPTION FOR INTOUCH DX RENTAL MONTHLY FEE	$49.66
33411	8610013-001	Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	$1,363.72
33411	8610014-001	Wi-Fi Option Kit for InTouch DX G2	$297.54
33411	8610015-001	InTouch DX/DX G2 External Reader Board Option	$119.84
33411	8610047-001	InTouch DX/DX G2 Enclosure Top Filler Plate	$6.20
33411	8610050-001	InTouch DX/DX G2 Replacement Enclosure Back Cover	$82.65
811212	86F9000-018	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ Bar Code Badge Reader	$134.04
511210	8800079-000	Workforce Timekeeper v6 - per employee	$47.21

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8800079-000-SAAS-ENT	Workforce Timekeeper v6 - per employee per month	$4.94
511210	8800079-000GM	Gold Maintenance for Workforce Timekeeper v6 - per employee	$10.43
511210	8800079-000PM	Platinum Maintenance for Workforce Timekeeper v6 - per employee	$11.86
511210	8800080-000	Workforce Accruals v6 - per employee	$18.40
54151ECOM	8800080-000-SAAS-ENT	Workforce Accruals v6 - per employee per month	$0.79
511210	8800080-000GM	Gold Maintenance for Workforce Accruals v6 - per employee	$4.07
511210	8800080-000PM	Platinum Maintenance for Workforce Accruals v6 - per employee	$4.63
511210	8800081-000	Workforce Employee v6 - per employee	$32.01
54151ECOM	8800081-000-SAAS-ENT	Workforce Employee v6 - per employee per month	$1.37
511210	8800081-000GM	Gold Maintenance for Workforce Employee v6 - per employee	$7.08
511210	8800081-000PM	Platinum Maintenance for Workforce Employee v6 - per employee	$8.04
511210	8800082-000	Managers for Workforce Central v6 - per Mgr	$369.69
54151ECOM	8800082-000-SAAS-ENT	Managers for Workforce Central v6 - per Mgr per month	$15.83
511210	8800082-000GM	Gold Maintenance for Managers for Workforce Central v6 - per Mgr	$81.74
511210	8800082-000PM	Platinum Maintenance for Managers for Workforce Central v6 - per Mgr	$92.89
511210	8800083-000	Workforce Scheduler V6 - per employee	$46.20
54151ECOM	8800083-000-SAAS-ENT	Workforce Scheduler V6 - per employee per month	$2.23
511210	8800083-000GM	Gold Maintenance for Workforce Scheduler v6 - per employee	$10.21
511210	8800083-000PM	Platinum Maintenance for Workforce Scheduler V6 - per employee	$11.61
511210	8800084-000	Workforce Activities V6 - per license	$40.49
54151ECOM	8800084-000-SAAS-ENT	Workforce Activities V6 - per employee per month	$2.40
511210	8800084-000GM	Gold Maintenance for Workforce Activities v6 - per license	$8.95
511210	8800084-000PM	Platinum Maintenance for Workforce Activities V6 - per license	$10.16
511210	8800085-000	Workforce Attendance V6 - per license	$18.40
54151ECOM	8800085-000-SAAS-ENT	Workforce Attendance V6 - per employee per month	$0.79
511210	8800085-000GM	Gold Maintenance for Workforce Attendance v6 - per license	$4.07
511210	8800085-000PM	Platinum Maintenance for Workforce Attendance V6 - per license	$4.63
511210	8800086-000	Workforce Leave V6 - per license	$36.81
54151ECOM	8800086-000-SAAS-ENT	Workforce Leave V6 - per employee per month	$1.57
511210	8800086-000GM	Gold Maintenance for Workforce Leave v6 - per license	$8.14
511210	8800086-000PM	Platinum Maintenance for Workforce Leave V6 - per license	$9.25
511210	8800087-000	Workforce Record Manager V6 - per employee	$4.62
54151ECOM	8800087-000-SAAS-ENT	Workforce Record Manager V6 - per employee per month	$0.20

SIN	Part#	Description	Price (Contract Price)
511210	8800087-000GM	Gold Maintenance for Workforce Record Manager v6 - per employee	$1.03
511210	8800087-000PM	Platinum Maintenance for Workforce Record Manager V6 - per employee	$1.15
511210	8800088-000	Workforce Connect Primary Interface v6 - Employee	$8.80
511210	8800088-000GM	Gold Maintenance for Workforce Connect Primary Interface v6 - Employee	$1.95
511210	8800088-000PM	Platinum Maintenance for Workforce Connect Primary Interface v6 - Employee	$2.20
511210	8800090-000	Workforce Connect Additional Interface V6 - Employee	$4.40
511210	8800090-000GM	Gold Maintenance for Workforce Connect Additional Interface V6 - Employee	$0.97
511210	8800090-000PM	Platinum Maintenance for Workforce Connect Additional Interface V6 - Employee	$1.10
511210	8800092-000	Workforce Connect Unlimited Interface V6 - Employee	$25.31
511210	8800092-000GM	Gold Maintenance for Workforce Connect Unlimited Interface V6 - Employee	$5.60
511210	8800092-000PM	Platinum Maintenance for Workforce Connect Unlimited Interface V6 - Employee	$6.35
511210	8800129-000	Workforce Absence Manager v6 - per license	$40.49
54151ECOM	8800129-000-SAAS-ENT	Workforce Absence Manager V6 - per employee per month	$1.74
511210	8800129-000GM	Gold Maintenance for Workforce Absence Manager v6 - per license	$8.95
511210	8800129-000PM	Platinum Maintenance for Workforce Absence Manager v6 - per license	$10.16
511210	8800131-000	Workforce Integration Manager v6 - per Employee	$7.05
54151ECOM	8800131-000-SAAS-ENT	Workforce Integration Manager V6 - per employee per month	$0.99
511210	8800131-000GM	Gold Maintenance for Workforce Integration Manager v6 - per Employee	$1.55
511210	8800131-000PM	Platinum Maintenance for Workforce Integration Manager v6 - per Employee	$1.77
511210	8800136-000	Workforce ESP Self Service V6	$12.00
511210	8800136-000GM	Gold Maintenance for Workforce ESP Self Service V6	$2.65
511210	8800136-000PM	Platinum Maintenance for Workforce ESP Self Service V6	$3.02
511210	8800137-000	Workforce Mobile Employee V6	$6.40
511210	8800137-000-GM	Gold Maintenance for Workforce Mobile Employee V6	$1.41
511210	8800137-000GM	Gold Maintenance for Workforce Mobile Employee V6	$1.41
511210	8800137-000PM	Platinum Maintenance for Workforce Mobile Employee V6 - Platinum Maint	$1.61
511210	8800138-000	Workforce Mobile Manager V6 - per Mgr	$52.01
511210	8800138-000-GM	Gold Maintenance for Workforce Mobile Manager V6	$11.50
511210	8800138-000GM	Gold Maintenance for Workforce Mobile Manager V6	$11.50
511210	8800138-000PM	Platinum Maintenance for Workforce Mobile Manager V6 - Platinum Maint	$13.07
511210	8800141-000	Workforce Tablet v6 - per employee	$49.90

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8800141-000-SAAS-ENT	Workforce Tablet v6- per license per month	$3.40
511210	8800141-000GM	Workforce Tablet v6 - per employee Gold Maintenance	$17.52
511210	8800141-000PM	Workforce Tablet v6 - per employee Platinum Maintenance	$19.91
511210	8800144-000	Workforce Timekeeper V7 - per employee	$47.21
511210	8800144-000-GM	Workforce Timekeeper v7 - per employee Gold Maintenance	$10.44
511210	8800144-000-PM	Workforce Timekeeper v7 - per employee Platinum Maintenance	$11.86
54151ECOM	8800144-000-SAAS-ENT	Workforce Timekeeper v7 - per employee per month	$4.94
511210	8800145-000	Workforce Accruals V7 - per employee	$18.40
511210	8800145-000-GM	Workforce Accruals v7 - per employee Gold Maintenance	$4.07
511210	8800145-000-PM	Workforce Accruals v7 - per employee Platinum Maintenance	$4.63
54151ECOM	8800145-000-SAAS-ENT	Workforce Accruals v7 - per employee per month	$0.99
511210	8800146-000	Workforce Employee V7 - per employee	$32.01
511210	8800146-000-GM	Workforce Employee v7 - per employee - Gold Maintenance	$7.07
511210	8800146-000-PM	Workforce Employee v7 - per employee - Platinum Maintenance	$8.04
54151ECOM	8800146-000-SAAS-ENT	Workforce Employee v7 - per employee per month	$1.48
511210	8800147-000	Managers for Workforce Central V7 - per Mgr	$369.69
511210	8800147-000- PM	Managers for Workforce Central v7 - per Mgr Platinum Maintenance	$92.89
511210	8800147-000-GM	Managers for Workforce Central v7 - per Mgr Gold Maintenance	$81.74
54151ECOM	8800147-000-SAAS-ENT	Workforce Manager v7 - per Mgr per month	$24.66
511210	8800147-000GM	GOLD MAINTENANCE FOR WORKFORCE MANAGER, V7 - PER EMPLOYEE	$81.74
511210	8800148-000	Workforce Scheduler V7 - per employee	$52.01
511210	8800148-000-GM	Workforce Scheduler V7 - per employee Gold Maintenance	$11.50
511210	8800148-000-PM	Workforce Scheduler V7 - per employee Platinum Maintenance	$13.07
54151ECOM	8800148-000-SAAS-ENT	Workforce Scheduler v7 - per employee per month	$2.47
511210	8800149-000	Workforce Activities V7 - per license	$56.01
511210	8800149-000-GM	Workforce Activities V7 - per license - Gold Maintenance	$12.39
511210	8800149-000-PM	Workforce Activities V7 - per license - Platinum Maintenance	$14.07
54151ECOM	8800149-000-SAAS-ENT	Workforce Activities v7 - per employee per month	$2.47
511210	8800150-000	Workforce Attendance V7 - per employee	$18.40
511210	8800150-000-GM	Workforce Attendance V7 - per license - Gold Maintenance	$4.07
511210	8800150-000-PM	Workforce Attendance V7 - per license - Platinum Maintenance	$4.63
54151ECOM	8800150-000-SAAS-ENT	Workforce Attendance v7 - per employee per month	$0.99
511210	8800151-000	Workforce Leave V7 - per employee	$36.81

SIN	Part#	Description	Price (Contract Price)
511210	8800151-000-GM	Workforce Leave V7 - per license - Gold Maintenance	$8.14
511210	8800151-000-PM	Workforce Leave V7 - per license - Platinim Maintenance	$9.25
54151ECOM	8800151-000-SAAS-ENT	Workforce Leave v7 - per employee per month	$1.97
511210	8800152-000	Workforce Absence Manager V7 - per employee	$40.81
511210	8800152-000-GM	Workforce Absence Manager V7 - per license Gold Maintenance	$9.03
511210	8800152-000-PM	Workforce Absence Manager V7 - per license Platinum Maintenance	$10.25
54151ECOM	8800152-000-SAAS-ENT	Workforce Absence Manager v7 - per employee per month	$2.47
511210	8800153-000	Workforce Record Manager V7 - per employee	$4.80
511210	8800153-000-GM	Workforce Record Manager V7 - per employee - Gold Maintenance	$1.06
511210	8800153-000-PM	Workforce Record Manager V7 - per employee Platinum Maintenance	$1.21
54151ECOM	8800153-000-SAAS-ENT	Workforce Record Manager v7 - per employee per month	$0.29
511210	8800154-000	Workforce Integration Manager V7 - per employee	$10.40
511210	8800154-000-GM	Workforce Integration Manager V7 - per Employee- Gold Maintenance	$2.30
511210	8800154-000-PM	Workforce Integration Manager V7 - per Employee - Platinum Maintenance	$2.61
54151ECOM	8800154-000-SAAS-ENT	Workforce Integration Manager v7 - per employee per month	$0.99
511210	8800155-000	Workforce Task Management V7 - per employee	$36.01
511210	8800155-000-GM	Workforce Task Management V7 - per employee Gold Maintenance	$7.96
511210	8800155-000-PM	Workforce Task Management V7 - per employee Platinum Maintenance	$9.05
54151ECOM	8800155-000-SAAS-ENT	Workforce Task Management v7- per employee per month	$2.47
511210	8800156-000	Workforce Mobile Employee V7 - per employee	$6.40
54151ECOM	8800156-000-SAAS-ENT	Workforce Mobile Employee v7 - per employee per month	$0.74
511210	8800156-000GM	GOLD MAINTENANCE FOR WORKFORCE MOBILE EMPLOYEE, V7 - PER EMPLOYEE	$1.42
511210	8800156-000PM	PLATINUM MAINTENANCE FOR WORKFORCE MOBILE EMPLOYEE, V7 - PER EMPLOYEE	$1.61
511210	8800157-000	Workforce Mobile Manager V7 - per Mgr	$52.01
54151ECOM	8800157-000-SAAS-ENT	Workforce Mobile Manager v7 - per employee per month	$3.46
511210	8800157-000GM	GOLD MAINTENANCE FOR WORKFORCE MOBILE MANAGER, V7 - PER EMPLOYEE	$11.50
511210	8800157-000PM	PLATINUM MAINTENANCE FOR WORKFORCE MOBILE MANAGER, V7 - PER EMPLOYEE	$13.07
511210	8800158-000	Workforce Tablet V7 - per employee	$79.22
511210	8800158-000-GM	Workforce Tablet v7- per employee -Gold Maintenance	$17.52
511210	8800158-000-PM	Workforce Tablet v7- per employee - Platinum Maintenance	$19.90
54151ECOM	8800158-000-SAAS-ENT	Workforce Tablet v7 - per employee per month	$0.99

SIN	Part#	Description	Price (Contract Price)
511210	8800175-000	Workforce Timekeeper V8 - per employee	$47.21
54151ECOM	8800175-000-SAAS-ENT	Workforce Timekeeper v8- per employee per month	$4.94
54151ECOM	8800175-000-SAAS-SMB	Workforce Timekeeper v8- per employee per month	$4.94
511210	8800175-000GM	Gold Maintenance for Workforce Timekeeper V8 - per employee	$10.44
511210	8800175-000PM	Platinum Maintenance for Workforce Timekeeper V8 - per employee	$11.86
511210	8800176-000	Workforce Accruals V8 - per employee	$18.40
54151ECOM	8800176-000-SAAS-ENT	Workforce Accruals v8 - per employee per month	$0.99
54151ECOM	8800176-000-SAAS-SMB	Workforce Accruals v8 - per employee per month	$0.99
511210	8800176-000GM	Gold Maintenance for Workforce Accruals V8 - per employee	$4.07
511210	8800176-000PM	Platinum Maintenance for Workforce Accruals V8 - per employee	$4.63
511210	8800177-000	Workforce Employee V8 - per employee	$32.01
54151ECOM	8800177-000-SAAS-ENT	Workforce Employee v8 - per employee per month	$1.48
54151ECOM	8800177-000-SAAS-SMB	Workforce Employee v8 - per employee per month	$1.48
511210	8800177-000GM	Gold Maintenance for Workforce Employee V8 - per employee	$7.08
511210	8800177-000PM	Platinum Maintenance for Workforce Employee V8 - per employee	$8.04
511210	8800178-000	Managers for Workforce Central V8 - per Mgr	$369.69
54151ECOM	8800178-000-SAAS-ENT	Workforce Manager v8 - per Mgr per month	$24.66
54151ECOM	8800178-000-SAAS-SMB	Workforce Manager v8 - per Mgr per month	$24.66
511210	8800178-000GM	Gold Maintenance for Workforce Manager V8 - per employee	$81.74
511210	8800178-000PM	Platinum Maintenance for Workforce Manager V8 - per employee	$92.89
511210	8800179-000	Workforce Scheduler V8 - per employee	$52.01
54151ECOM	8800179-000-SAAS-ENT	Workforce Scheduler v8 - per employee per month	$2.47
54151ECOM	8800179-000-SAAS-SMB	Workforce Scheduler v8 - per employee per month	$2.47
511210	8800179-000GM	Gold Maintenance for Workforce Scheduler V8 - per employee	$11.50
511210	8800179-000PM	Platinum Maintenance for Workforce Scheduler V8 - per employee	$13.07
511210	8800180-000	Workforce Activities V8 - per license	$56.01
54151ECOM	8800180-000-SAAS-ENT	Workforce Activities v8 - per employee per month	$2.47
54151ECOM	8800180-000-SAAS-SMB	Workforce Activities v8 - per employee per month	$2.47
511210	8800180-000GM	Gold Maintenance for Workforce Activities V8 - per employee	$12.39
511210	8800180-000PM	Platinum Maintenance for Workforce Activities V8 - per employee	$14.07
511210	8800181-000	Workforce Attendance V8 - per employee	$18.40
54151ECOM	8800181-000-SAAS-ENT	Workforce Attendance v8 - per employee per month	$0.99
54151ECOM	8800181-000-SAAS-SMB	Workforce Attendance v8 - per employee per month	$0.99

SIN	Part#	Description	Price (Contract Price)
511210	8800181-000GM	Gold Maintenance for Workforce Attendance V8 - per employee	$4.07
511210	8800181-000PM	Platinum Maintenance for Workforce Attendance V8 - per employee	$4.63
511210	8800182-000	Workforce Leave V8 - per employee	$36.81
54151ECOM	8800182-000-SAAS-ENT	Workforce Leave v8 - per employee per month	$1.97
54151ECOM	8800182-000-SAAS-SMB	Workforce Leave v8 - per employee per month	$1.97
511210	8800182-000GM	Gold Maintenance for Workforce Leave V8 - per employee	$8.14
511210	8800182-000PM	Platinum Maintenance for Workforce Leave V8 - per employee	$9.25
511210	8800183-000	Workforce Absence Manager V8 - per employee	$40.81
54151ECOM	8800183-000-SAAS-ENT	Workforce Absence Manager v8 - per employee per month	$2.47
54151ECOM	8800183-000-SAAS-SMB	Workforce Absence Manager v8 - per employee per month	$2.47
511210	8800183-000GM	Gold Maintenance for Workforce Absence Manager V8 - per employee	$9.03
511210	8800183-000PM	Platinum Maintenance for Workforce Absence Manager V8 - per employee	$10.25
511210	8800184-000	Kronos Enterprise Archive V8 - per employee	$4.80
54151ECOM	8800184-000-SAAS-ENT	Workforce Enterprise Archive v8 - per employee per month (Replaces Workforce Record Manager)	$0.29
54151ECOM	8800184-000-SAAS-SMB	Workforce Enterprise Archive v8 - per employee per month (Replaces Workforce Record Manager)	$0.29
511210	8800184-000GM	Gold Maintenance for Workforce Enterprise Archive V8 - per employee	$1.06
511210	8800184-000PM	Platinum Maintenance for Workforce Enterprise Archive V8 - per employee	$1.21
511210	8800185-000	Workforce Integration Manager V8 - per employee	$10.40
54151ECOM	8800185-000-SAAS-ENT	Workforce Integration Manager v8 - per employee per month	$0.99
54151ECOM	8800185-000-SAAS-SMB	Workforce Integration Manager v8 - per employee per month	$0.99
511210	8800185-000GM	Gold Maintenance for Workforce Integration Manager V8 - per employee	$2.30
511210	8800185-000PM	Platinum Maintenance for Workforce Integration Manager V8 - per employee	$2.61
511210	8800186-000	Workforce Task Management V8 - per employee	$36.01
54151ECOM	8800186-000-SAAS-ENT	Workforce Task Management v8- per employee per month	$2.47
54151ECOM	8800186-000-SAAS-SMB	Workforce Task Management v8- per employee per month	$2.47
511210	8800186-000GM	Gold Maintenance for Workforce Task Management V8 - per employee	$7.96
511210	8800186-000PM	Platinum Maintenance for Workforce Task Management V8 - per employee	$9.05
511210	8800187-000	Workforce Mobile Employee V8 - per employee	$6.40
54151ECOM	8800187-000-SAAS-ENT	Workforce Mobile Employee v8 - per employee per month	$0.74
54151ECOM	8800187-000-SAAS-SMB	Workforce Mobile Employee v8 - per employee per month	$0.74

SIN	Part#	Description	Price (Contract Price)
511210	8800187-000GM	Gold Maintenance for Workforce Mobile Employee V8 - per employee	$1.42
511210	8800187-000PM	Platinum Maintenance for Workforce Mobile Employee V8 - per employee	$1.61
511210	8800188-000	Workforce Mobile Manager V8 - per Mgr	$52.01
54151ECOM	8800188-000-SAAS-ENT	Workforce Mobile Manager v8 - per employee per month	$3.46
54151ECOM	8800188-000-SAAS-SMB	Workforce Mobile Manager v8 - per employee per month	$3.46
511210	8800188-000GM	Gold Maintenance for Workforce Mobile Manager V8 - per employee	$11.50
511210	8800188-000PM	Platinum Maintenance for Workforce Mobile Manager V8 - per employee	$13.07
511210	8800189-000	Workforce Tablet V8 - per employee	$79.22
54151ECOM	8800189-000-SAAS-ENT	Workforce Tablet v8 - per employee per month	$0.99
54151ECOM	8800189-000-SAAS-SMB	Workforce Tablet v8 - per employee per month	$0.99
511210	8800189-000GM	Gold Maintenance for Workforce Tablet V8 - per employee	$17.52
511210	8800189-000PM	Platinum Maintenance for Workforce Tablet V8 - per employee	$19.90
33411	8900181-101	InTouch Replacement Security Screw Removal Tool	$4.96
33411	9600166-101	InTouch Replacement Hardware Accessory Packet for Standard and Slim Enclosures	$6.16
33411	9600323-021	InTouch DX Replacement Hardware Accessory Packet	$8.27
54151	9900064-PRO-AC	CSG ENTERPRISE - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990001-DED	Monthly Dedicated - PM/SC/AC	$21,981.68
54151	9990002-DED	Monthly Dedicated - TC	$27,054.38
54151	9990002-EDU	UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	$223.20
54151	9990002-ENT-AC	Paragon ENTERPRISE - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990002-ENT-ANALYTICS CON	Paragon ENTERPRISE - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990002-ENT-EP	Paragon ENTERPRISE - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990002-ENT-IC	Paragon ENTERPRISE - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990002-ENT-KSS CON	Paragon ENTERPRISE - KSS CONSULTANT (per hour)	$227.21
54151	9990002-ENT-MGMT CON	Paragon ENTERPRISE - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990002-ENT-MSC	Paragon ENTERPRISE - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990002-ENT-OC	Paragon ENTERPRISE - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990002-ENT-PM	Paragon ENTERPRISE - PROJECT MANAGER (per hour)	$243.07
54151	9990002-ENT-SIC	Paragon ENTERPRISE - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990002-ENT-SOL ARC	Paragon ENTERPRISE - SOLUTION ARCHITECT (per hour)	$227.21
54151	9990002-ENT-SOL CON	Paragon ENTERPRISE - SOLUTION CONSULTANT (per hour)	$209.25

SIN	Part#	Description	Price (Contract Price)
54151	9990002-ENT-SOL DEV	Paragon ENTERPRISE - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990002-ENT-TC	Paragon ENTERPRISE - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990002-HOS-AC	Paragon HOSPITAL - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990002-HOS-ANALYTICS CON	Paragon HOSPITAL - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990002-HOS-EP	Paragon HOSPITAL - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990002-HOS-IC	Paragon HOSPITAL - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990002-HOS-KSS CON	Paragon HOSPITAL - KSS CONSULTANT (per hour)	$227.21
54151	9990002-HOS-MGMT CON	Paragon HOSPITAL - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990002-HOS-MSC	Paragon HOSPITAL - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990002-HOS-OC	Paragon HOSPITAL - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990002-HOS-PM	Paragon HOSPITAL - PROJECT MANAGER (per hour)	$243.07
54151	9990002-HOS-SIC	Paragon HOSPITAL - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990002-HOS-SOL ARC	Paragon HOSPITAL - SOLUTION ARCHITECT (per hour)	$227.21
54151	9990002-HOS-SOL CON	Paragon HOSPITAL - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990002-HOS-SOL DEV	Paragon HOSPITAL - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990002-HOS-TC	Paragon HOSPITAL - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990002-MID-AC	Paragon MID-MARKET FIELD - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990002-MID-ANALYTICS CON	Paragon MID-MARKET FIELD - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990002-MID-EP	Paragon MID-MARKET FIELD - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990002-MID-IC	Paragon MID-MARKET FIELD - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990002-MID-KSS CON	Paragon MID-MARKET FIELD - KSS CONSULTANT (per hour)	$227.21
54151	9990002-MID-MGMT CON	Paragon MID-MARKET FIELD - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990002-MID-MSC	Paragon MID-MARKET FIELD - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990002-MID-OC	Paragon MID-MARKET FIELD - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990002-MID-PM	Paragon MID-MARKET FIELD - PROJECT MANAGER (per hour)	$243.07
54151	9990002-MID-SIC	Paragon MID-MARKET FIELD - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990002-MID-SOL ARC	Paragon MID-MARKET FIELD - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990002-MID-SOL CON	Paragon MID-MARKET FIELD - SOLUTION CONSULTANT (per hour)	$209.25

SIN	Part#	Description	Price (Contract Price)
54151	9990002-MID-SOL DEV	Paragon MID-MARKET FIELD - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990002-MID-TC	Paragon MID-MARKET FIELD - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990002-ONL-AC	Paragon ONLINE REMOTE - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990002-ONL-ANALYTICS CON	Paragon ONLINE REMOTE - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990002-ONL-EP	Paragon ONLINE REMOTE - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990002-ONL-IC	Paragon ONLINE REMOTE - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990002-ONL-KSS CON	Paragon ONLINE REMOTE - KSS CONSULTANT (per hour)	$227.21
54151	9990002-ONL-MGMT CON	Paragon ONLINE REMOTE - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990002-ONL-MSC	Paragon ONLINE REMOTE - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990002-ONL-OC	Paragon ONLINE REMOTE - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990002-ONL-PM	Paragon ONLINE REMOTE - PROJECT MANAGER (per hour)	$243.07
54151	9990002-ONL-SIC	Paragon ONLINE REMOTE - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990002-ONL-SOL ARC	Paragon ONLINE REMOTE - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990002-ONL-SOL CON	Paragon ONLINE REMOTE - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990002-ONL-SOL DEV	Paragon ONLINE REMOTE - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990002-ONL-TC	Paragon ONLINE REMOTE - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990002-RET-ANALYTICS CON	Paragon RETAIL - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990002-RET-EP	Paragon RETAIL - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990002-RET-IC	Paragon RETAIL - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990002-RET-KSS CON	Paragon RETAIL - KSS CONSULTANT (per hour)	$227.21
54151	9990002-RET-MGMT CON	Paragon RETAIL - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990002-RET-MSC	Paragon RETAIL - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990002-RET-OC	Paragon RETAIL - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990002-RET-SIC	Paragon RETAIL - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990002-RET-SOL ARC	Paragon RETAIL - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990002-RET-SOL CON	Paragon RETAIL - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990002-RET-SOL DEV	Paragon RETAIL - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990002-RET-TC	Paragon RETAIL - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990002-TTE	TTE - Implementation	$185.99
54151	9990003-CED	Engineering Discovery	$79.25

SIN	Part#	Description	Price (Contract Price)
54151	9990003-CON	Optimization Services	$181.77
54151	9990003-HOS-AC	Paragon HOS HRMS - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990003-HOS-ANALYTICS CON	Paragon HOS HRMS - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990003-HOS-EP	Paragon HOS HRMS - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990003-HOS-IC	Paragon HOS HRMS - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990003-HOS-KSS CON	Paragon HOS HRMS - KSS CONSULTANT (per hour)	$227.21
54151	9990003-HOS-MGMT CON	Paragon HOS HRMS - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990003-HOS-MSC	Paragon HOS HRMS - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990003-HOS-OC	Paragon HOS HRMS - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990003-HOS-PM	Paragon HOS HRMS - PROJECT MANAGER (per hour)	$243.07
54151	9990003-HOS-SIC	Paragon HOS HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990003-HOS-SOL ARC	Paragon HOS HRMS - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990003-HOS-SOL CON	Paragon HOS HRMS - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990003-HOS-SOL DEV	Paragon HOS HRMS - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990003-HOS-TC	Paragon HOS HRMS - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990003-KSS	Solution Services Discovery (per hour)	$199.94
54151	9990003-MID-AC	Paragon MID MKT HRMS - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990003-MID-ANALYTICS CON	Paragon MID MKT HRMS - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990003-MID-EP	Paragon MID MKT HRMS - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990003-MID-IC	Paragon MID MKT HRMS - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990003-MID-KSS CON	Paragon MID MKT HRMS - KSS CONSULTANT (per hour)	$227.21
54151	9990003-MID-MGMT CON	Paragon MID MKT HRMS - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990003-MID-MSC	Paragon MID MKT HRMS - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990003-MID-OC	Paragon MID MKT HRMS - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990003-MID-PM	Paragon MID MKT HRMS - PROJECT MANAGER (per hour)	$243.07
54151	9990003-MID-SIC	Paragon MID MKT HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990003-MID-SOL ARC	Paragon MID MKT HRMS - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990003-MID-SOL CON	Paragon MID MKT HRMS - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990003-MID-SOL DEV	Paragon MID MKT HRMS - SOLUTION DEVELOPER (per hour)	$249.41

SIN	Part#	Description	Price (Contract Price)
54151	9990003-MID-TC	Paragon MID MKT HRMS - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990003-ONL-AC	Paragon ONLINE HRMS REMOTE - APPLICATION CONSULTANT	$209.25
54151	9990003-ONL-ANALYTICS CON	Paragon ONLINE HRMS REMOTE - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990003-ONL-EP	Paragon ONLINE HRMS REMOTE - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990003-ONL-IC	Paragon ONLINE HRMS REMOTE - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990003-ONL-KSS CON	Paragon ONLINE HRMS REMOTE - KSS CONSULTANT (per hour)	$227.21
54151	9990003-ONL-MGMT CON	Paragon ONLINE HRMS REMOTE - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990003-ONL-MSC	Paragon ONLINE HRMS REMOTE - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990003-ONL-OC	Paragon ONLINE HRMS REMOTE - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990003-ONL-PM	Paragon ONLINE HRMS REMOTE - PROJECT MANAGER (per hour)	$243.07
54151	9990003-ONL-SIC	Paragon ONLINE HRMS REMOTE - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990003-ONL-SOL ARC	Paragon ONLINE HRMS REMOTE - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990003-ONL-SOL CON	Paragon ONLINE HRMS REMOTE - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990003-ONL-SOL DEV	Paragon ONLINE HRMS REMOTE - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990003-ONL-TC	Paragon ONLINE HRMS REMOTE - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990004-CON	Reporting Analysis	$181.77
54151	9990004-ENT-AC	Paragon ENT HRMS - APPLICATION CONSULTANT	$209.25
54151	9990004-ENT-ANALYTICS CON	Paragon ENT HRMS - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990004-ENT-EP	Paragon ENT HRMS - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990004-ENT-IC	Paragon ENT HRMS - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990004-ENT-KSS CON	Paragon ENT HRMS - KSS CONSULTANT (per hour)	$227.21
54151	9990004-ENT-MGMT CON	Paragon ENT HRMS - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990004-ENT-MSC	Paragon ENT HRMS - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990004-ENT-OC	Paragon ENT HRMS - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990004-ENT-PM	Paragon ENT HRMS - PROJECT MANAGER (per hour)	$243.07
54151	9990004-ENT-SIC	Paragon ENT HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990004-ENT-SOL ARC	Paragon ENT HRMS - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990004-ENT-SOL CON	Paragon ENT HRMS - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990004-ENT-SOL DEV	Paragon ENT HRMS - SOLUTION DEVELOPER (per hour)	$249.41

SIN	Part#	Description	Price (Contract Price)
54151	9990004-ENT-TC	Paragon ENT HRMS - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990004-KSS	Solution Services Integration (per hour)	$199.94
54151	9990004-MID-AC	Paragon MID MARKET - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990004-MID-ANALYTICS CON	Paragon MID-MARKET - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990004-MID-EP	Paragon MID-MARKET - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990004-MID-IC	Paragon MID-MARKET - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990004-MID-KSS CON	Paragon MID-MARKET - KSS CONSULTANT (per hour)	$227.21
54151	9990004-MID-MGMT CON	Paragon MID-MARKET - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990004-MID-MSC	Paragon MID-MARKET - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990004-MID-OC	Paragon MID-MARKET - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990004-MID-PM	Paragon MID-MARKET - PROJECT MANAGER (per hour)	$243.07
54151	9990004-MID-SIC	Paragon MID-MARKET - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990004-MID-SOL ARC	Paragon MID-MARKET - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990004-MID-SOL CON	Paragon MID-MARKET - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990004-MID-SOL DEV	Paragon MID-MARKET - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990004-MID-TC	Paragon MID-MARKET - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990004-ONL-AC	Paragon ONLINE TIME ESSENTIALS - APPLICATIONS CONSULTANT (per hour)	$209.25
54151	9990004-ONL-PM	Paragon ONLINE TIME ESSENTIALS - PROJECT MANAGER (per hour)	$243.07
54151	9990004-ONL-TC	Paragon ONLINE TIME ESSENTIALS - TECHNOLOGY CONSULTANT	$227.21
54151ECOM	9990005-ENT	UKG READY UKG CONSULTANT (TIME AND MATERIALS)	$174.37
54151	9990005-MID-AC	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990005-MID-PM	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - PROJECT MANAGER (per hour)	$243.07
54151	9990005-MID-TC	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990005-ONL-AC	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990005-ONL-PM	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - PROJECT MANAGER (per hour)	$243.07
54151	9990005-ONL-TC	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990006-SMB-A	TELESTAFF NEW NEW SMB IMPLEMENTATION	$21,136.02
54151	9990006-SMB-B	TELESTAFF SMB MIGRATION FOR DIMENSIONS	$8,454.41
54151	9990007-CON	Report Writing Services	$181.77
54151	9990007-ONL	Momentum Online Data Launch Service	$152.18

SIN	Part#	Description	Price (Contract Price)
54151	9990007-SMB-A	TELESTAFF ADDITIONAL BUSINESS UNIT FOR 24/HOUR STAFFING	$13,019.79
54151	9990007-SMB-B	TELESTAFF EXTRA DUTY MANAGEMENT	$1,301.98
54151	9990007-SMB-C	TELESTAFF EXTRA DUTY MANAGEMENT	$8,454.41
54151	9990007-SMB-D	TELESTAFF W/ DIMENSIONS EXTRA DUTY EVENT MANAGEMENT PRODUCTS	$1,301.98
54151	9990008-ONL	Momentum Online iSeries*	$156.40
54151	9990008-ONL-AC	Paragon ONLINE iSERIES - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990008-ONL-ANALYTICS CON	Paragon ONLINE iSERIES - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990008-ONL-EP	Paragon ONLINE iSERIES - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990008-ONL-IC	Paragon ONLINE iSERIES - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990008-ONL-KSS CON	Paragon ONLINE iSERIES - KSS CONSULTANT (per hour)	$227.21
54151	9990008-ONL-MGMT CON	Paragon ONLINE iSERIES - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990008-ONL-MSC	Paragon ONLINE iSERIES - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990008-ONL-OC	Paragon ONLINE iSERIES - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990008-ONL-PM	Paragon ONLINE iSERIES - PROJECT MANAGER(per hour)	$243.06
54151	9990008-ONL-SIC	Paragon ONLINE iSERIES - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990008-ONL-SOL ARC	Paragon ONLINE iSERIES - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990008-ONL-SOL CON	Paragon ONLINE iSERIES - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990008-ONL-SOL DEV	Paragon ONLINE iSERIES - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990008-ONL-TC	Paragon ONLINE iSERIES - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990009-CON	Database Support Services	$181.77
54151	9990009-ONL	Momentum Online Analytics	$152.18
54151	9990009-ONL-AC	Paragon ONLINE ANALYTICS - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990009-ONL-ANALYTICS CON	Paragon ONLINE ANALYTICS - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990009-ONL-EP	Paragon ONLINE ANALYTICS - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990009-ONL-IC	Paragon ONLINE ANALYTICS - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990009-ONL-KSS CON	Paragon ONLINE ANALYTICS - KSS CONSULTANT (per hour)	$227.21
54151	9990009-ONL-MGMT CON	Paragon ONLINE ANALYTICS - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990009-ONL-MSC	Paragon ONLINE ANALYTICS - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990009-ONL-OC	Paragon ONLINE ANALYTICS - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990009-ONL-PM	Paragon ONLINE ANALYTICS - PROJECT MANAGER (per hour)	$243.06
54151	9990009-ONL-SIC	Paragon ONLINE ANALYTICS - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21

SIN	Part#	Description	Price (Contract Price)
54151	9990009-ONL-SOL ARC	Paragon ONLINE ANALYTICS - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990009-ONL-SOL CON	Paragon ONLINE ANALYTICS - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990009-ONL-SOL DEV	Paragon ONLINE ANALYTICS - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990009-ONL-TC	Paragon ONLINE ANALYTICS - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990010-CON	Techinical Mentoring	$181.77
54151	9990010-KSS	Solution Services Consulting (per hour)	$199.94
54151	9990011-CON	Change Management Consulting	$181.77
54151	9990012-KSS	Solution Services SFW Tool Professional Services - per hour	$181.77
54151	9990013-054	Crystal Report Services (per hour) (Qty of Hours per Statement of Work)	$158.52
54151	9990028-CON	Change Management Planning	$181.77
54151	9990029-PRO	Kronos Professional Services - per hour	$227.21
54151	9990030-CON	Upgrade Technology Assessment	$181.77
54151	9990030-PRO	Labor Analytics Implementation*	$152.18
54151	9990031-CON	System Health Check - One Time	$181.77
54151	9990032-CON	Upgrade Solution Assessment	$181.77
54151	9990033-CON	System Health Check - Quarterly	$181.77
54151	9990034-CON	Program Management	$181.77
54151	9990035-CON	Frontline Labor Management Analysis	$181.77
54151	9990036-CON	Enabling Email Notifications	$181.77
54151	9990037-CON	Configuration Services in all Systems	$181.77
54151	9990038-CON	System Integration Assessment	$181.77
54151	9990038-PRO	Professional Services ESP	$169.09
54151	9990039-CON	Roadmap Planning	$181.77
54151	9990040-CON	HRMS Mentoring and Knowledge Transfer	$181.77
54151	9990041-CON	Performance Management Standardization	$181.77
54151	9990042-CON	Implementation Planning Study	$181.77
54151	9990043-CON	Engagement Principal	$232.50
54151	9990044-CON	Application Monitoring Services	$181.77
54151	9990045-CON	Inventory Reduction and Evaluation	$211.37
54151	9990046-CON	Product Costing Consulting and Development	$211.37
54151	9990047-CON	Labor Standards Consulting	$211.37
54151	9990048-CON	Testing Services	$211.37
54151	9990049-CON	Operational Review	$181.77
54151	9990050-CON	Application Management Services Tier 1 Monthly Fee	$8,137.45
54151	9990051-CON	Application Management Services Tier 2 Monthly Fee	$13,252.41
54151	9990052-CON	Application Management Services Tier 3 Monthly Fee	$22,691.86
54151	9990053-CON	Absence Management Program Planning	$190.23
54151	9990055-CON	Managed SVCS Essential-TandL or = 1,000 EE Monthly Fee	$474.30
54151	9990056-CON	Managed SVCS Essential-TandL Up to 2,500 EE Increments Monthly Fee	$948.59
54151	9990056-PRO-AC	Professional Services - Base Deployment TeleStaff Application Consultant	$198.68
54151	9990057-CON	Managed SVCS Essential-HR/PR or = 1,000 EE Monthly Fee	$474.30
54151	9990057-PRO-AC	Professional Services - Addon Deployment TeleStaff Application Consultant	$198.68

SIN	Part#	Description	Price (Contract Price)
54151	9990057-PRO-EP	PROFESSIONAL SERVICES TELESTAFF Engagement Principal (per hour)	$198.68
54151	9990057-PRO-IC	PROFESSIONAL SERVICES TELESTAFF Integration Consultant (per hour)	$198.68
54151	9990057-PRO-PM	PROFESSIONAL SERVICES - TELESTAFF - Project Manager (per hour)	$198.68
54151	9990057-PRO-SC	PROFESSIONAL SERVICES - TELESTAFF - Solution Consultant (per hour)	$198.68
54151	9990058-CON	Managed SVCS Essential-HR/PR Up to 2,500 EE Increments Monthly Fee	$948.59
54151	9990058-PRO-SC	Professional Services - Auctions Configuration Deployment TeleStaff Solution Consultant	$198.68
54151	9990059-CON	Managed SVCS Essential-Analytics or = 1,000 EE Monthly Fee	$316.20
54151	9990059-PRO-SC	Professional Services - Advanced Configuration TeleStaff Solution Consultant	$198.68
54151	9990060-CON	Managed SVCS Essential-AnalyticsUp to 2,500 EE Increments Monthly Fee	$632.39
54151	9990060-PRO-SD	Professional Services - Solution Development TeleStaff Solution Developer	$249.41
54151	9990061-CON	Application MGT Essential-TandL or = 1,000 EE Monthly Fee	$474.30
54151	9990061-PRO-SC	Professional Services - Special Request Training TeleStaff Deployment Application Consultan	$198.68
54151	9990062-CON	Application MGT Essential-TandL Up to 2,500 EE Increments Monthly Fee	$948.59
54151	9990062-PRO	Professional Services - Special Request Training TeleStaff Advanced (per hour)	$147.95
54151	9990062-PRO-SC	Professional Services - Special Request Training TeleStaff Advanced Solution Consultant	$198.68
54151	9990063-CON	Application MGT Essential-HR/PR or = 1,000 EE Monthly Fee	$474.30
54151	9990063-PRO-SC	Professional Services - Addon Advanced Configuration TeleStaff Solution Consultant	$198.68
54151	9990064-CON	Application MGT Essential-HR/PR Up to 2,500 EE Increments Monthly Fee	$948.59
54151	9990064-PR0-PM	CSG ENTERPRISE - PROJECT MANAGER (per hour)	$243.06
54151	9990064-PRO-ANALYTICS CON	CSG ENTERPRISE - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990064-PRO-EP	CSG ENTERPRISE - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990064-PRO-IC	CSG ENTERPRISE - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990064-PRO-KSS CON	CSG ENTERPRISE - KSS CONSULTANT (per hour)	$227.21
54151	9990064-PRO-MGMT CON	CSG ENTERPRISE - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990064-PRO-MSC	CSG ENTERPRISE - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990064-PRO-OC	CSG ENTERPRISE - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990064-PRO-SIC	CSG ENTERPRISE - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21

SIN	Part#	Description	Price (Contract Price)
54151	9990064-PRO-SOL ARC	CSG ENTERPRISE - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990064-PRO-SOL CON	CSG ENTERPRISE - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990064-PRO-SOL DEV	CSG ENTERPRISE - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990064-PRO-TC	CSG ENTERPRISE - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990065-CON	Application MGT Essential-Analytics or = 1,000 EE Monthly Fee	$316.20
54151	9990065-PRO-AC	CSG MIDMARKET - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990065-PRO-ANALYTICS CON	CSG MIDMARKET - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990065-PRO-EP	CSG MIDMARKET - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990065-PRO-IC	CSG MIDMARKET - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990065-PRO-KSS CON	CSG MIDMARKET - KSS CONSULTANT (per hour)	$227.21
54151	9990065-PRO-MGMT CON	CSG MIDMARKET - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990065-PRO-MSC	CSG MIDMARKET - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990065-PRO-OC	CSG MIDMARKET - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990065-PRO-PM	CSG MIDMARKET - PROJECT MANAGER (per hour)	$243.06
54151	9990065-PRO-SIC	CSG MIDMARKET - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990065-PRO-SOL ARC	CSG MIDMARKET - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990065-PRO-SOL CON	CSG MIDMARKET - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990065-PRO-SOL DEV	CSG MIDMARKET - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990065-PRO-TC	CSG MIDMARKET - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990066-CON	Application MGT Essential-Analytics Up to 2500 EE Increments Monthly Fee	$632.39
54151	9990067-CON	Database MGT Essential-M/F-8-5 or = 1,000 EE Monthly Fee	$790.50
54151	9990068-CON	Database MGT Essential-M/F-8-5 Up to 2,500 Increments EE Monthly Fee	$1,106.69
54151	9990069-CON	Database MGT Essential-24x5 or = 1,000 EE Monthly Fee	$948.59
54151	9990070-CON	Database MGT Essential-24x5 Up to 2,500 EE Increments Monthly Fee	$1,580.99
54151	9990070-PRO	Paragon SENIOR INTEGRATION - SENIOR INTEGRATION CONSULTANT (per hour)	$227.21
54151	9990071-CON	Database MGT Essentials-24x7 or = 1,000 EE Monthly Fee	$1,264.80
54151	9990072-CON	Database MGT Essentials-24x7 Up to 2,500 EE Increments Monthly Fee	$1,897.19
54151	9990073-CON	Initialization Services	$181.77
54151	9990074-CON	Allowance Services	$181.77
54151	9990075-CON	Disaster Recovery Advisory Planning	$181.77

SIN	Part#	Description	Price (Contract Price)
54151	9990076-CON	Disaster Recovery Application Level Plan Management Monthly Fee	$316.20
54151	9990077-CON	Diagnostic Assessment	$181.77
54151	9990078-CON	Managed SVCS Essential-Additional Environment Monthly Fee	$316.20
54151	9990079-CON	Application MGT Essential-Incremental Configuration Changes Monthly Fee	$474.30
54151	9990079-PRO-TC	Professional Services - Technical Services TeleStaff Technical Consultant	$249.41
54151	9990080-CON	Application MGT Essential-Additional Environment Monthly Fee	$316.20
54151	9990081-CON	Report Subscription - Tier 1 Monthly Fee	$948.59
54151	9990082-CON	Report Subscription - Tier 2 Monthly Fee	$1,580.99
54151	9990110-CON-AC	CSG CONSULTING - APPLICATION CONSULTANT (per hour)	$209.25
54151	9990110-CON-ANALYTICS CON	CSG CONSULTING - ANALYTICS CONSULTANT (per hour)	$227.21
54151	9990110-CON-EP	CSG CONSULTING - ENGAGEMENT PRINCIPAL (per hour)	$243.06
54151	9990110-CON-IC	CSG CONSULTING - INTEGRATION CONSULTANT (per hour)	$209.25
54151	9990110-CON-KSS CON	CSG CONSULTING - KSS CONSULTANT (per hour)	$227.21
54151	9990110-CON-MGMT CON	CSG CONSULTING - MANAGEMENT CONSULTANT (per hour)	$243.06
54151	9990110-CON-MSC	CSG CONSULTING - MANAGED SERVICES CONSULTANT (per hour)	$227.21
54151	9990110-CON-OC	CSG CONSULTING - OPTIMIZATION CONSULTANT (per hour)	$227.21
54151	9990110-CON-PM	CSG CONSULTING - PROJECT MANAGER (per hour)	$243.06
54151	9990110-CON-SIC	CSG CONSULTING - SENIOR INTEGRATION CONSULTANT (per hour)	$224.04
54151	9990110-CON-SOL ARC	CSG CONSULTING - SOLUTION ARCHITECHT (per hour)	$227.21
54151	9990110-CON-SOL CON	CSG CONSULTING - SOLUTION CONSULTANT (per hour)	$209.25
54151	9990110-CON-SOL DEV	CSG CONSULTING - SOLUTION DEVELOPER (per hour)	$249.41
54151	9990110-CON-TC	CSG CONSULTING - TECHNOLOGY CONSULTANT (per hour)	$227.21
54151	9990113-PRO	Professional Services Workforce TeleTime IP - per hour	$190.23
54151	9990118-CON	Workforce Dimensions Readiness Advisory Services SMB (per hour)	$240.95
54151	9990118-PRO	Workforce Dimensions Onboarding Services SMB (per hour)	$202.91
54151	9990119-CON	Workforce Dimensions Advisory Services (per hour)	$279.00
54151	9990119-PRO	UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	$224.04
54151	9990120-CON	UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	$207.14
611420	9999122-0	Education Needs Assessment	$180.86
611420	9999126-0	Education Consulting HRMS (must be sold as minimum of 4 hrs)	$180.86

SIN	Part#	Description	Price (Contract Price)
611420	9999127-0	Course Customization (must be sold as minimum of 4 hrs)	$180.86
611420	9999128-0	HRMS Education Needs Assessment	$180.86
54151ECOM	9999800-800A	Workforce Ready Setup Fee Timekeeping Tier 1	$2,959.97
54151ECOM	9999800-800AA	Workforce Ready Setup Fee Timekeeping Tier 2	$4,933.29
54151ECOM	9999800-800AAA	Workforce Ready Setup Fee Timekeeping Tier 3	$19,733.15
54151ECOM	9999800-800AAAA	Workforce Ready Setup Fee Timekeeping Tier 4	$49,332.88
54151ECOM	9999800-800B	Workforce Ready Setup Fee Accruals Tier 1	$986.66
54151ECOM	9999800-800BB	Workforce Ready Setup Fee Accruals Tier 2	$1,233.32
54151ECOM	9999800-800BBB	Workforce Ready Setup Fee Accruals Tier 3	$4,933.29
54151ECOM	9999800-800BBBB	Workforce Ready Setup Fee Accruals Tier 4	$12,333.22
54151ECOM	9999800-800C	Workforce Ready Setup Fee Payroll Tier 1	$2,959.97
54151ECOM	9999800-800CC	Workforce Ready Setup Fee Payroll Tier 2	$4,933.29
54151ECOM	9999800-800CCC	Workforce Ready Setup Fee Payroll Tier 3	$19,733.15
54151ECOM	9999800-800CCCC	Workforce Ready Setup Fee Payroll Tier 4	$49,332.88
54151ECOM	9999800-800D	Workforce Ready Setup Fee HR Tier 1	$2,959.97
54151ECOM	9999800-800DD	Workforce Ready Setup Fee HR Tier 2	$4,933.29
54151ECOM	9999800-800DDD	Workforce Ready Setup Fee HR Tier 3	$19,733.15
54151ECOM	9999800-800DDDD	Workforce Ready Setup Fee HR Tier 4	$49,332.88
54151ECOM	9999800-800E	Workforce Ready Setup Fee Leave Tier 1	$845.45
54151ECOM	9999800-800EE	Workforce Ready Setup Fee Leave Tier 2	$1,056.82
54151ECOM	9999800-800EEE	Workforce Ready Setup Fee Leave Tier 3	$4,227.24
54151ECOM	9999800-800EEEE	Workforce Ready Setup Fee Leave Tier 4	$10,568.11
54151ECOM	9999800-800F	Workforce Ready Setup Fee ACA Manager Tier 1	$845.45
54151ECOM	9999800-800FF	Workforce Ready Setup Fee ACA Manager Tier 2	$1,056.82
54151ECOM	9999800-800FFF	Workforce Ready Setup Fee ACA Manager Tier 3	$4,227.24
54151ECOM	9999800-800FFFF	Workforce Ready Setup Fee ACA Manager Tier 4	$10,568.11
54151ECOM	9999800-800G	Workforce Ready Setup Fee Scheduler Tier 1	$845.45
54151ECOM	9999800-800GG	Workforce Ready Setup Fee Scheduler Tier 2	$1,056.82
54151ECOM	9999800-800GGG	Workforce Ready Setup Fee Scheduler Tier 3	$4,227.24
54151ECOM	9999800-800GGGG	Workforce Ready Setup Fee Scheduler Tier 4	$10,568.11
54151ECOM	9999800-800H	Workforce Ready Setup Fee CompensationTier 1	$845.45
54151ECOM	9999800-800HH	Workforce Ready Setup Fee Compensation Tier 2	$1,056.82
54151ECOM	9999800-800HHH	Workforce Ready Setup Fee Compensation Tier 3	$4,227.24
54151ECOM	9999800-800HHHH	Workforce Ready Setup Fee Compensation Tier 4	$10,568.11
54151ECOM	9999800-800I	Workforce Ready Setup Fee Performance Management Tier 1	$993.15
54151ECOM	9999800-800II	Workforce Ready Setup Fee Performance Managemente Tier 2	$1,241.44
54151ECOM	9999800-800III	Workforce Ready Setup Fee Performance Management Tier 3	$4,965.74
54151ECOM	9999800-800IIII	Workforce Ready Setup Fee Performance Management Tier 4	$12,414.36
54151ECOM	9999800-800J	Workforce Ready Setup Fee Talent Acquisition Tier 1	$993.15

SIN	Part#	Description	Price (Contract Price)
54151ECOM	9999800-800JJ	Workforce Ready Setup Fee Talent AcquisitionTier 2	$1,241.44
54151ECOM	9999800-800JJJ	Workforce Ready Setup Fee Talent Acquisition Tier 3	$4,965.74
54151ECOM	9999800-800JJJJ	Workforce Ready Setup Fee Talent Acquisition Tier 4	$12,414.36
54151ECOM	9999800-801	Workforce Ready Tax Filing Admin Setup Fee - per Admin	$2,959.97
54151ECOM	9999800-802	Workforce Ready Tax Filing One Time Setup Fee	$493.33
54151ECOM	9999800-805	Workforce Ready Google for Work Set up Fee (One Time Fee based on Per Employee)	$2.98
54151ECOM	9999800-810	UKG DIMENSIONS GOOGLE FOR WORK SETUP FEE - ONE TIME FEE PER EMPLOYEE	$4.65
54151ECOM	9999801-983	Cloud Hosting WFC Std App Server (4v/8) Start up Fee	$275.27
54151ECOM	9999801-984	Cloud Hosting WFC Large App Server (4v/16) Start up Fee	$390.72
54151ECOM	9999801-985	Cloud Hosting WFC Large Physical Server (16c/48) Start up Fee	$841.81
54151ECOM	9999801-986	Cloud Hosting WFC SQL SRVR 2008 Std Ed (2cpu) Start up Fee	$1,001.65
54151ECOM	9999801-987	Cloud Hosting WFC Windows Server 2008 Std Ed (per OS) Start up Fee	$60.38
54151ECOM	9999801-988	Cloud Hosting WFC Citrix And Two Licenses Start up Fee	$792.09
611420	9999911-0	Course Customization (must be sold as minimum of 4 hrs)	$180.86
611420	9999913-0	Education Consulting (must be sold as minimum of 4 hrs)	$180.86
54151	9999946-EDU	Workforce Dimensions Education Consulting (per hour)	$223.20
811212	99E9000-001	Per Event for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reade	$1,206.32
811212	99E9000-002	Per Event for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	$1,266.64
811212	99E9000-003	Per Event for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	$1,487.80
811212	99E9000-004	Per Event for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	$1,487.80
811212	99E9000-005	Per Event for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	$1,528.01
811212	99E9000-051	Per Event for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	$1,206.32
811212	99E9000-052	Per Event for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	$1,266.64
811212	99E9000-053	Per Event for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	$1,487.80
811212	99E9000-054	Per Event for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	$1,487.80
811212	99E9000-055	Per Event for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	$1,528.01
811212	99E9020-001	Per Event for Kronos Touch ID Biometric Verification/Identification Option	$502.64
811212	99E9023-001	Per Event for InTouch Remote HID MiniProx Reader Option	$304.62

SIN	Part#	Description	Price (Contract Price)
811212	99E9024-001	Per Event for InTouch Remote HID ProxPro Reader Option	$301.58
811212	99E9026-001	Per Event for InTouch Linear Imager Bar Code Scanner Option	$337.77
811212	99F9000-012	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	$134.04
811212	99F9000-013	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ HID Prox Reader	$134.04
811212	99F9000-014	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/EM4201 Prox Reader	$134.04
811212	99F9000-015	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w Smart Card Reader iClass	$134.04
811212	99F9000-016	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	$132.69
811212	99F9000-051	Device Software Maintenance Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	$132.69
811212	99F9000-062	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/ Mag Stripe Card Reader	$134.04
811212	99F9000-063	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/ HID Prox Reader	$134.04
811212	99F9000-064	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/EM4201 Prox Reader	$134.04
811212	99F9000-065	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w Smart Card Reader iClass	$134.04
811212	99F9000-066	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	$132.69
811212	99R0000-001	Kronos InTouch DX with Bar Code Badge Reader Depot Repair	$180.95
811212	99R0000-002	Kronos InTouchDX with Magnetic Stripe Card Reader Depot Repair	$180.95
811212	99R0000-003	Kronos InTouchDX with HID Proximity Card Reader Depot Repair	$180.95
811212	99R0000-007	Kronos InTouchDX with Smart Card Reader Depot Repair	$180.95
811212	99R0012-001	Kronos Touch ID Plus Biometric Option for InTouch DX Depot Repair	$77.21
811212	99R2000-011	Depot Repair 4500 Numeric Bar Code Modem	$229.20
811212	99R2004-001	DEPOT REPAIR 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	$152.80
811212	99R2004-011	Depot Repair 4500 Numeric Bar Code Modem	$152.80
811212	99R2222-001	DEPOT EXCHANGE READER KIT, REMOTE, B/C 485, 45	$42.22
811212	99R2800-001	Depot Repair 4500 Numeric Bar Code 10/100 Mbit Ethernet	$152.80
811212	99R2800-002	Depot Repair 4500 Numeric Mag Stripe 10/100 Mbit Ethernet	$152.80

SIN	Part#	Description	Price (Contract Price)
811212	99R2800-003	Depot Repair 4500 Numeric Proximity 10/100 Mbit Ethernet	$152.80
811212	99R2800-051	Depot Repair 4500 Alpha Bar Code 10/100 Mbit Ethernet	$152.80
811212	99R2800-052	Depot Repair 4500 Alpha Mag Stripe 10/100 Mbit Ethernet	$152.80
811212	99R2800-053	Depot Repair 4500 Alpha Proximity 10/100 Mbit Ethernet	$152.80
811212	99R2800-501	Depot Repair 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-502	Depot Repair 4500 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-503	Depot Repair 4500 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-551	Depot Repair 4500 Alpha-Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-552	Depot Repair 4500 Alpha-Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-553	Depot Repair 4500 Alpha-Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-701	Depot Repair 4510 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-702	Depot Repair 4510 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2800-703	Depot Repair 4510 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$152.80
811212	99R2801-001	Depot Repair Kronos Touch ID Fingerprint Verification Option(all supported countries)	$77.21
811212	99R2809-001	Depot Repair RS-485 Remote B/C Reader	$28.95
811212	99R2810-001	Depot Repair HID ProxPro Reader Kit	$53.08
811212	99R2811-001	Depot Repair HID MiniProx Reader Kit	$53.08
811212	99R2813-001	Depot Repair 4500 Linear Imager Bar Code Reader Kit (all supported countries)	$53.88
811212	99R2814-001	Depot Repair 4500 Linear Imager Bar Code Reader Kit - INDUSTRIAL GRADE (all supported countries)	$64.34
811212	99R9000-012	Depot Repair for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	$168.88
811212	99R9000-013	Depot Repair for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	$168.88
811212	99R9000-014	Depot Repair for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	$168.88
811212	99R9000-015	Depot Repair for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	$168.88
811212	99R9000-016	Depot Repair for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	$168.88
811212	99R9000-018	Optional Depot Repair Maintenance for ALL above In Touch	$168.88
811212	99R9000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader Depot Repair	$168.88
811212	99R9000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader Depot Repair	$168.88
811212	99R9000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader Depot Repair	$168.88

SIN	Part#	Description	Price (Contract Price)
811212	99R9000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader Depot Repair	$168.88
811212	99R9000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Repair	$168.88
811212	99R9000-051	Depot Repair for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	$168.88
811212	99R9000-062	Depot Repair for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	$168.88
811212	99R9000-063	Depot Repair for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	$168.88
811212	99R9000-064	Depot Repair for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	$168.88
811212	99R9000-065	Depot Repair for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	$168.88
811212	99R9000-066	Depot Repair for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	$168.88
811212	99R9000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader Depot Repair	$168.88
811212	99R9000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader Depot Repair	$168.88
811212	99R9000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader Depot Repair	$168.88
811212	99R9000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader Depot Repair	$168.88
811212	99R9020-001	Depot Repair for Kronos Touch ID Biometric Verification/Identification Option	$77.21
811212	99R9023-001	Depot Repair for InTouch Remote HID MiniProx Reader Option	$34.12
811212	99R9023-001	Depot Repair for InTouch Remote HID MiniProx Reader Option	$33.78
811212	99R9024-001	InTouch Remote HID ProxPro Reader Option Depot Repair	$33.77
811212	99R9026-001	InTouch Linear Imager Bar Code Scanner Option Depot Repair	$47.29
811212	99R9042-001	Kronos Touch ID Plus Biometric Option for InTouch H3 Depot Repair	$77.21
811212	99R9042-011	Kronos Touch ID Plus Biometric Option for InTouch Depot Repair	$77.21
811212	99R9043-001	Kronos Touch ID Biometric Option for InTouch H3 Depot Repair	$77.21
33411	99R9110-011	Kronos Touch ID Biometric Option for InTouch H4 Depot Repair	$79.34
811212	99X0000-001	Kronos InTouch DX with Bar Code Badge Reader Depot Exchange/KRONOS INTOUCH DX,B/C	$241.27
811212	99X0000-002	Kronos InTouchDX with Magnetic Stripe Card Reader Depot Exchange	$241.27
811212	99X0000-003	Kronos InTouchDX with HID Proximity Card Reader Depot Exchange	$241.27
811212	99X0000-007	Kronos InTouchDX with Smart Card Reader Depot Exchange	$241.27
811212	99X0000-011	UKG InTouch DX G2 with Bar Code Badge Reader Depot Exchange	$482.54
811212	99X0000-012	UKG InTouch DX G2 with Magnetic Stripe Card Reader Depot Exchange	$482.54

SIN	Part#	Description	Price (Contract Price)
811212	99X0000-013	UKG InTouch DX G2 with HID Proximity Card Reader Depot Exchange	$482.54
811212	99X0000-017	UKG InTouch DX G2 with Smart Card Reader Depot Exchange	$482.54
811212	99X0000-019	UKG InTouch DX G2 with Legic Reader Depot Exchange	$482.54
811212	99X0012-001	Kronos Touch ID Plus Biometric Option for InTouch DX Depot Exchange	$96.51
811212	99X2000-001	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	$209.09
811212	99X2000-011	Depot Exchange 4500 Numeric Bar Code Modem	$229.20
811212	99X2004-001	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	$209.09
811212	99X2004-002	DEPOT EXCHANGE 4500 NUMERIC MAG STRIPE 10/100 MBIT ETHERNET	$209.09
811212	99X2004-011	Depot Exchange 4500 Numeric Bar Code Modem	$152.80
811212	99X2005-001	DEPOT EXCHANGE FOR KRONOS TOUCH ID FVD W/FER	$96.51
811212	99X2800-001	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet	$209.09
811212	99X2800-002	Depot Exchange 4500 Numeric Mag Stripe 10/100 Mbit Ethernet	$209.09
811212	99X2800-003	Depot Exchange 4500 Numeric Proximity 10/100 Mbit Ethernet	$209.09
811212	99X2800-051	Depot Exchange 4500 Alpha Bar Code 10/100 Mbit Ethernet	$209.09
811212	99X2800-052	Depot Exchange 4500 Alpha Mag Stripe 10/100 Mbit Ethernet	$209.09
811212	99X2800-053	Depot Exchange 4500 Alpha Proximity 10/100 Mbit Ethernet	$209.09
811212	99X2800-501	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-502	Depot Exchange 4500 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-503	Depot Exchange 4500 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-551	Depot Exchange 4500 Alpha-Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-552	Depot Exchange 4500 Alpha-Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-553	Depot Exchange 4500 Alpha-Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-701	Depot Exchange 4510 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-702	Depot Exchange 4510 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2800-703	Depot Exchange 4510 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	$209.09
811212	99X2801-001	Depot Exchange Kronos Touch ID Fingerprint Verification Option(all supported countries)	$96.51
811212	99X2809-001	Depot Exchange RS-485 Remote B/C Reader	$36.19
811212	99X2810-001	Depot Exchange HID ProxPro Reader Kit	$66.75
811212	99X2811-001	Depot Exchange HID MiniProx Reader Kit	$66.75
811212	99X2813-001	Depot Exchange 4500 Linear Imager Bar Code Reader Kit (all supported countries)	$67.55

SIN	Part#	Description	Price (Contract Price)
811212	99X2814-001	Depot Exchange 4500 Linear Imager Bar Code Reader Kit - INDUSTRIAL GRADE (all supported countries)	$80.42
811212	99X9000-001	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C	$229.20
811212	99X9000-002	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, MAG	$229.20
811212	99X9000-003	DEPOT EXCHANGE FOR KRONOS INTOUCH, STANDARD ENCLOSURE, WITH HID PROXIMITY CARD READER	$229.20
811212	99X9000-012	Depot Exchange for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	$229.20
811212	99X9000-013	Depot Exchange for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	$229.20
811212	99X9000-014	Depot Exchange for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	$229.20
811212	99X9000-015	Depot Exchange for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	$229.20
811212	99X9000-016	Depot Exchange for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	$229.20
811212	99X9000-018	Depot Exchange Support Service	$229.20
811212	99X9000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader Depot Exchange	$229.20
811212	99X9000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader Depot Exchange	$229.20
811212	99X9000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader Depot Exchange	$229.20
811212	99X9000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader Depot Exchange	$229.20
811212	99X9000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange / H4 Standard Enclosure, with Bar Code Badge Reader Depot Exchange	$229.20
811212	99X9000-051	Depot Exchange for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	$229.20
811212	99X9000-062	Depot Exchange for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	$229.20
811212	99X9000-063	Depot Exchange for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	$229.20
811212	99X9000-064	Depot Exchange for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	$229.20
811212	99X9000-065	Depot Exchange for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	$229.20
811212	99X9000-066	Depot Exchange for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	$229.20
811212	99X9000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader Depot Exchange	$229.20
811212	99X9000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader Depot Exchange	$229.20
811212	99X9000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader Depot Exchange	$229.20

SIN	Part#	Description	Price (Contract Price)
811212	99X9000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader Depot Exchange	$229.20
811212	99X9000-112	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	$229.20
811212	99X9000-113	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader	$229.20
811212	99X9000-118	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader	$229.20
811212	99X9020-001	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option	$96.51
811212	99X9023-001	Depot Exchange for InTouch Remote HID MiniProx Reader Option	$43.05
811212	99X9023-001	Depot Exchange for InTouch Remote HID MiniProx Reader Option	$42.22
811212	99X9024-001	InTouch Remote HID ProxPro Reader Option Depot Exchange	$42.22
811212	99X9026-001	InTouch Linear Imager Bar Code Scanner Option Depot Exchange	$58.70
811212	99X9042-001	Kronos Touch ID Plus Biometric Option for InTouch H3 Depot Exchange	$96.51
811212	99X9042-011	Kronos Touch ID Plus Biometric Option for InTouch Depot Exchange	$96.51
811212	99X9043-001	Kronos Touch ID Biometric Option for InTouch H3 Depot Exchange	$96.51
811212	99X9110-011	Kronos Touch ID Biometric Option for InTouch H4 Depot Exchange	$96.51
611420	BAYG-TRAINPTS	Bill As You Go - Training Points: Generic Training Points to be used for any training class. Bill as you go Training Points (invoiced upon delivery or attendance)	$0.84
511210	ED SUBSCRIPTION-LMS-0-150	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 0-150 EMPLOYEES	$840.19
511210	ED SUBSCRIPTION-LMS-1501-2500	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 1501-2500 EMPLOYEES	$6,405.45
511210	ED SUBSCRIPTION-LMS-151-299	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 151-299 EMPLOYEES	$1,495.27
511210	ED SUBSCRIPTION-LMS-20000+	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 20000+ EMPLOYEES	$17,781.69
511210	ED SUBSCRIPTION-LMS-2501-5000	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 2501-5000 EMPLOYEES	$10,224.47
511210	ED SUBSCRIPTION-LMS-300-349	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 300-349 EMPLOYEES	$2,121.68
511210	ED SUBSCRIPTION-LMS-350-399	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 350-399 EMPLOYEES	$2,546.02
511210	ED SUBSCRIPTION-LMS-400-1500	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 400-1500 EMPLOYEES	$3,657.37

SIN	Part#	Description	Price (Contract Price)
511210	ED SUBSCRIPTION-LMS-5001-20000	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 5001-20000 EMPLOYEES	$13,558.54
511210	ED-SUBSCRIPTION - 0-150	KnowledgePass Ed Services Subscription 0-150	$443.65
511210	ED-SUBSCRIPTION - 1501-2500	KnowledgePass Ed Services Subscription 1501-2500	$3,556.34
511210	ED-SUBSCRIPTION - 151-299	KnowledgePass Ed Services Subscription 151-299	$799.28
511210	ED-SUBSCRIPTION - 20001+	KnowledgePass Ed Services Subscription 20001+	$17,781.69
511210	ED-SUBSCRIPTION - 2501-5000	KnowledgePass Ed Services Subscription 2501-5000	$6,668.13
511210	ED-SUBSCRIPTION - 300-349	KnowledgePass Ed Services Subscription 300-349	$1,333.63
511210	ED-SUBSCRIPTION - 350-399	KnowledgePass Ed Services Subscription 350-399	$1,555.90
511210	ED-SUBSCRIPTION - 400-1500	KnowledgePass Ed Services Subscription 400-1500	$1,778.16
511210	ED-SUBSCRIPTION - 5001-20000	KnowledgePass Ed Services Subscription 5001-20000	$8,446.31
611420	ENHANCED-WF-DIMENSIONS	ENHANCED CUSTOMER SUCCESS PLAN	$841,209.07
54151	FIXED FEE WFD ENT	Workforce Dimensions Readiness Advisory Services Enterprise Fixed Fee	$11,413.56
54151	FIXED FEE WFD SMB	Workforce Dimensions Readiness Advisory Services SMB Fixed Fee	$4,819.06
54151ECOM	HOSTING-100	Cloud Hosting Workforce Central - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-101	Cloud Hosting Workforce Central - up to 20,000 employees - Per Employee Per Month	$0.99
54151ECOM	HOSTING-102	Cloud Hosting Workforce Analytics - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-103	Cloud Hosting Workforce Analytics - up to 20,000 employees - Per Employee Per Month	$0.15
54151ECOM	HOSTING-104	Cloud Hosting Workforce Record Manager - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-104B	Cloud Hosting Workforce Enterprise Archive - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-105	Cloud Hosting Workforce Teletime IP - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-106	Cloud Hosting Workforce Teletime IP - up to 20,000 employees - Per 25 Lines Fee Per Month	$493.33
54151ECOM	HOSTING-107	Cloud Hosting Workforce Central Add App Server - up to 20,000 employees - Add App Monthly Fee	$986.66
54151ECOM	HOSTING-108	Cloud Hosting Workforce Central Add Non Production Server - up to 20,000 employees - Add App Monthly Fee	$986.66
54151ECOM	HOSTING-109	Cloud Hosting Workforce Central Disaster Recovery - up to 20,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-110	Cloud Hosting Workforce Central Disaster Recovery - up to 20,000 employees - Per Employee Per Month	$0.24
54151ECOM	HOSTING-111	Cloud Hosting Temporary Non-Production - 12 Month Minimum - Monthly Fee	$1,578.65

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-112	Cloud Hosting Workforce Central Add-On - One VPN - Monthly Fee	$73.99
54151ECOM	HOSTING-113	Cloud Hosting Workforce Central Add-On - One Citrix License - Monthly Fee	$49.33
54151ECOM	HOSTING-114	Cloud Hosting Workforce Central Add-On - One FTP License - Monthly Fee	$24.66
54151ECOM	HOSTING-115	Cloud Hosting Workforce Central Add 100GB Storage - Monthly Fee	$42.43
54151ECOM	HOSTING-116	Cloud Hosting Workforce Central Add 100GB Backup - Monthly Fee	$17.76
54151ECOM	HOSTING-117	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	$1,233.32
54151ECOM	HOSTING-118	Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	$0.49
54151ECOM	HOSTING-119	Cloud Hosting Temporary Non-Production - 6 Months - Monthly Fee	$2,663.98
54151ECOM	HOSTING-120	Cloud Hosting Temporary Non-Production - 3 Months - Monthly Fee	$4,341.29
54151ECOM	HOSTING-121	Cloud Hosting - Read Only ODBC Access to WFC/HR Database - Monthly Fee	$1,183.99
54151ECOM	HOSTING-122	Cloud Hosting Workforce Central Add 2 Cores - Monthly Fee	$126.30
54151ECOM	HOSTING-123	Cloud Hosting Workforce Central Add 2 GB RAM - Monthly Fee	$8.14
54151ECOM	HOSTING-124	Cloud Hosting SQL Standard 2012 (Per 2 Cores) - Monthly Fee	$291.06
54151ECOM	HOSTING-125	Cloud Hosting SQL Enterprise 2012 (Per 2 Cores) - Monthly Fee	$1,100.12
54151ECOM	HOSTING-126	Cloud Hosting SQL STD to ENT Upgrade 2012 (Per 2 Cores) - Monthly Fee	$809.06
54151ECOM	HOSTING-127	Cloud Hosting Cross-Connect Fiber or Copper - Monthly Fee	$394.66
54151ECOM	HOSTING-129	Cloud Hosting Add Kronos Enterprise Archive -up to 1,000,000 employees - Base Monthly Fee	$986.66
54151ECOM	HOSTING-20A	Cloud Hosting WFC Monthly Fee 1-750EE	$1,627.98
54151ECOM	HOSTING-20B	Cloud Hosting WFC Monthly Fee 751 - 1500 EE	$2,279.17
54151ECOM	HOSTING-20C	Cloud Hosting WFC Monthly Fee 1501 - 2500 EE	$2,930.38
54151ECOM	HOSTING-20D	Cloud Hosting WFC Monthly Fee 2501-5000EE	$4,124.23
54151ECOM	HOSTING-20E	Cloud Hosting WFC Monthly Fee 5001 - 6250 EE	$5,643.68
54151ECOM	HOSTING-20F	Cloud Hosting WFC Monthly Fee 6251 - 7500 EE	$7,054.60
54151ECOM	HOSTING-20G	Cloud Hosting WFC Monthly Fee 7501 - 10,000 EE	$8,682.59
54151ECOM	HOSTING-20H	Cloud Hosting WFC Monthly Fee 10,001 - 15,000 EE	$13,175.82
54151ECOM	HOSTING-20I	Cloud Hosting WFC Monthly Fee 15,001 - 20,000 EE	$16,431.79
54151ECOM	HOSTING-21A	Cloud Hosting WFC Add Analytics Monthly Fee 0 - 750 EE	$1,627.98
54151ECOM	HOSTING-21B	Cloud Hosting WFC Add Analytics Monthly Fee 751 - 1500 EE	$2,170.65
54151ECOM	HOSTING-21C	Cloud Hosting WFC Add Analytics Monthly Fee 1501 - 2500 EE	$2,170.65
54151ECOM	HOSTING-21D	Cloud Hosting WFC Add Analytics Monthly Fee 2501 - 5000 EE	$3,527.30
54151ECOM	HOSTING-21E	Cloud Hosting WFC Add Analytics Monthly Fee5001 - 6250 EE	$3,907.16

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-21F	Cloud Hosting WFC Add Analytics Monthly Fee 6251 - 7500 EE	$3,907.16
54151ECOM	HOSTING-21G	Cloud Hosting WFC Add Analytics Monthly Fee 7501 - 10,000 EE	$4,232.76
54151ECOM	HOSTING-21H	Cloud Hosting WFC Add Analytics Monthly Fee 10,001 - 15,000 EE	$4,612.61
54151ECOM	HOSTING-21I	Cloud Hosting WFC Add Analytics Monthly Fee 15,001 - 20,000 EE	$4,883.95
54151ECOM	HOSTING-22A	Cloud Hosting WFC Add Record Manager Monthly Fee 0 - 750 EE	$759.73
54151ECOM	HOSTING-22B	Cloud Hosting WFC Add Record Manager Monthly Fee 751 - 1500 EE	$813.98
54151ECOM	HOSTING-22C	Cloud Hosting WFC Add Record Manager Monthly Fee 1501 - 2500 EE	$813.98
54151ECOM	HOSTING-22D	Cloud Hosting WFC Add Record Manager Monthly Fee 2501 - 5000 EE	$976.79
54151ECOM	HOSTING-22E	Cloud Hosting WFC Add Record Manager Monthly Fee 5001 - 6250 EE	$1,085.32
54151ECOM	HOSTING-22F	Cloud Hosting WFC Add Record Manager Monthly Fee 6251 - 7500 EE	$1,085.32
54151ECOM	HOSTING-22G	Cloud Hosting WFC Add Record Manager Monthly Fee 7501 - 10,000 EE	$1,356.65
54151ECOM	HOSTING-22H	Cloud Hosting WFC Add Record Manager Monthly Fee 10,001 - 15,000 EE	$1,627.98
54151ECOM	HOSTING-22I	Cloud Hosting WFC Add Record Manager Monthly Fee 15,001 - 20,000 EE	$1,899.31
54151ECOM	HOSTING-23	Cloud Hosting Teletime 24 Port Monthly Fee	$2,121.80
54151ECOM	HOSTING-24	Cloud Hosting Teletime 48 Port Monthly Fee	$2,635.16
54151ECOM	HOSTING-25	Cloud Hosting Teletime 72 Port Monthly Fee	$4,755.89
54151ECOM	HOSTING-26	Cloud Hosting Teletime 96 Port Monthly Fee	$5,269.25
54151ECOM	HOSTING-27A	Cloud Hosting WFC Add App Server Monthly Fee 5001 - 6250 EE	$1,085.32
54151ECOM	HOSTING-27B	Cloud Hosting WFC Add App Server Monthly Fee 6251 - 7500 EE	$1,085.32
54151ECOM	HOSTING-27C	Cloud Hosting WFC Add App Server Monthly Fee 7501 - 10,000 EE	$1,085.32
54151ECOM	HOSTING-27D	Cloud Hosting WFC Add App Server Monthly Fee 10,001 - 15,000 EE	$1,085.32
54151ECOM	HOSTING-27E	Cloud Hosting WFC Add App Server Monthly Fee 15,001 - 20,000 EE	$1,085.32
54151ECOM	HOSTING-28A	Cloud Hosting WFC Add Non Prod Monthly Fee 0 - 750 EE	$759.73
54151ECOM	HOSTING-28B	Cloud Hosting WFC Add Non Prod Monthly Fee 751 - 1500 EE	$813.98
54151ECOM	HOSTING-28C	Cloud Hosting WFC Add Non Prod Monthly Fee 1501 - 2500 EE	$813.98
54151ECOM	HOSTING-28D	Cloud Hosting WFC Add Non Prod Monthly Fee 2501 - 5000 EE	$976.79
54151ECOM	HOSTING-28E	Cloud Hosting WFC Add Non Prod Monthly Fee 5001 - 6250 EE	$1,085.32
54151ECOM	HOSTING-28F	Cloud Hosting WFC Add Non Prod Monthly Fee 6251 - 7500 EE	$1,085.32
54151ECOM	HOSTING-28G	Cloud Hosting WFC Add Non Prod Monthly Fee 7501 - 10,000 EE	$1,356.65
54151ECOM	HOSTING-28H	Cloud Hosting WFC Add Non Prod Monthly Fee 10,001 - 15,000 EE	$1,627.98

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-28I	Cloud Hosting WFC Add Non Prod Monthly Fee 15,001 - 20,000 EE	$1,899.31
54151ECOM	HOSTING-29A	Cloud Hosting WFC Disaster Recovery Monthly Fee 0 - 750 EE	$1,193.85
54151ECOM	HOSTING-29B	Cloud Hosting WFC Disaster Recovery Monthly Fee 751 - 1500 EE	$1,302.39
54151ECOM	HOSTING-29C	Cloud Hosting WFC Disaster Recovery Monthly Fee 1501 - 2500 EE	$1,302.39
54151ECOM	HOSTING-29D	Cloud Hosting WFC Disaster Recovery Monthly Fee 2501 - 5000 EE	$1,736.51
54151ECOM	HOSTING-29E	Cloud Hosting WFC Disaster Recovery Monthly Fee 5001 - 6250 EE	$2,821.84
54151ECOM	HOSTING-29F	Cloud Hosting WFC Disaster Recovery Monthly Fee 6251 - 7500 EE	$2,821.84
54151ECOM	HOSTING-29G	Cloud Hosting WFC Disaster Recovery Monthly Fee 7501 - 10,000 EE	$3,473.03
54151ECOM	HOSTING-29H	Cloud Hosting WFC Disaster Recovery Monthly Fee 10,001 - 15,000 EE	$4,341.29
54151ECOM	HOSTING-29I	Cloud Hosting WFC Disaster Recovery Monthly Fee 15,001 - 20,000 EE	$5,209.55
54151ECOM	HOSTING-30	Cloud Hosting WFC Temporary Non-Prod Instance Monthly Fee	$1,627.98
54151ECOM	HOSTING-31	Cloud Hosting WFC Add One VPN Monthly Fee	$81.39
54151ECOM	HOSTING-32	Cloud Hosting WFC Add One Citrix License Monthly Fee	$54.27
54151ECOM	HOSTING-33	Cloud Hosting WFC Add One FTP License Monthly Fee	$27.13
54151ECOM	HOSTING-34	Cloud Hosting WFC Citrix And Two Licenses Monthly Fee	$968.11
54151ECOM	HOSTING-35	Cloud Hosting WFC Add 100GB Storage Monthly Fee	$46.67
54151ECOM	HOSTING-36	Cloud Hosting WFC Add 100GB Backup Monthly Fee	$19.54
54151ECOM	HOSTING-37	Cloud Hosting WFC Std App Server (4v/8) Monthly Fee	$336.45
54151ECOM	HOSTING-38	Cloud Hosting WFC Large App Server (4v/16) Monthly Fee	$477.54
54151ECOM	HOSTING-39	Cloud Hosting WFC Large Physical Server (16c/48) Monthly Fee	$1,028.89
54151ECOM	HOSTING-40	Cloud Hosting WFC SQL SRVR 2008 Std Ed (2cpu) Monthly Fee	$1,224.24
54151ECOM	HOSTING-41	Cloud Hosting WFC Windows Server 2008 Std Ed (per OS) Monthly Fee	$73.80
54151ECOM	HOSTING-42	Cloud Hosting Teletime 4 Port Monthly Fee	$1,720.23
54151ECOM	HOSTING-44	Cloud Hosting Teletime 8 Port Monthly Fee	$1,828.77
54151ECOM	HOSTING-63	Cloud Hosting WFC Add Analytics Hosting Monthly Fee 1-20,000 ee	$986.66
54151ECOM	HOSTING-64	Cloud Hosting WFC Analytics Per EE Monthly Fee 1-20,000 ee	$0.99
54151ECOM	HOSTING-69	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	$1,356.65
54151ECOM	HOSTING-70	Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month (1-20,000ee)	$0.54
54151	PRSVC3I-000	webTA Payroll Provider SSC Analyst / Programmer	$201.63
54151	PRSVC3I-001	webTA Project Manager	$295.16
54151	PRSVC3I-002	webTA Application Consultant/ IT Engineer	$245.75

SIN	Part#	Description	Price (Contract Price)
54151	PRSVC3I-003	webTA Senior IT Engineer	$283.56
54151	PRSVC3I-004	webTA Senior Systems Analyst / Programmer	$264.65
54151	PRSVC3I-005	webTA Systems Analyst / Programmer	$233.15
54151	PRSVC3I-006	webTA Junior Systems Analyst / Programmer	$201.63
54151	PRSVC3I-008	webTA Implementation Support	$233.15
54151	PRSVC3I-009	webTA Principle Solutions Analyst	$318.18
511210	PSL0012-V4	webTA Services Module v4 License - Capacity Add only- No new customers	$7,020.87
511210	PSL0012-V4-GM	Gold Maintenance for webTA Services Module v4 License - - Capacity Add only- No new customers	$1,563.16
511210	PSL0012-V5	webTA Services Module v5 License	$7,020.87
511210	PSL0012-V5GM	Gold Maintenance for webTA Services Module v5 License	$1,563.16
511210	PSL0013-V4	webTA Guide Module - - Capacity Add only- No new customers	$24.80
511210	PSL0013-V4-GM	Gold Maintenance for webTA Guide Module - Capacity Add only- No new customers	$5.53
511210	PSL004-V4	webTA Time and Attendance System v4 single user license - Capacity Add only- No new customers	$61.96
511210	PSL004-V4-GM	Gold Maintenance for webTA Time and Attendance System v4 single user license - Capacity Add only- No new customers	$13.79
511210	PSL004-V5	webTA Time and Attendance System v5 single user license	$61.95
511210	PSL004-V5GM	Gold Maintenance for webTA Time and Attendance System v5 single user license	$13.79
511210	PSL005-V4	webTA Labor Management Module v4 single user license - Capacity Add only- No new customers	$12.36
511210	PSL005-V4-GM	Gold Maintenance for webTA Labor Management Module v4 single user license - Capacity Add only- No new customers	$2.75
511210	PSL005-V5	webTA Labor Management Module v5 single user license	$12.36
511210	PSL005-V5GM	Gold Maintenance for webTA Labor Management Module v5 single user license	$2.75
511210	PSL006-V4	webTA Smart Time Module v4 single user license (Req for Time In / Time Out) - Capacity Add only- No new customers	$24.80
511210	PSL006-V4-GM	Gold Maintenance for webTA Smart Time Module v4 single user license (Req for Time In / Time Out) - Capacity Add only- No new customers	$5.53
511210	PSL006-V5	webTA Smart Time Module v5 single user license (Req for Time In/Time Out)	$24.80
511210	PSL006-V5GM	Gold Maintenance for webTA Smart Time Module v5 single user license (Req for Time In/Time Out)	$5.53
511210	PSL008-V4	webTA Reports Server Module v4 License - Capacity Add only- No new customers	$5,400.59
511210	PSL008-V4GM	Gold Maintenance for webTA Reports Server Module v4 License - Capacity Add only- No new customers	$1,443.84
511210	PSL0088-V4	webTA Reports Module v4 single user license - Capacity Add only- No new customers	$13.25

SIN	Part#	Description	Price (Contract Price)
511210	PSL0088-V4-GM	Gold Maintenance for webTA Reports Module v4 single user license - Capacity Add only- No new customers	$2.95
511210	PSL0088-V5	webTA Reports Module v5 single user license	$13.24
511210	PSL0088-V5GM	Gold Maintenance for webTA Reports Module v5 single user license	$2.95
54151ECOM	SAAS-WFD-ADD-TENANT-1	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 1	$496.57
54151ECOM	SAAS-WFD-ADD-TENANT-2	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 2	$496.57
54151ECOM	SAAS-WFD-ADD-TENANT-3	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 3	$993.15
54151ECOM	SAAS-WFD-ADD-TENANT-4	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 4	$1,489.72
54151ECOM	SAAS-WFD-ADD-TENANT-5	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 5	$2,482.87
54151ECOM	SAAS-WFD-ADD-TENANT-6	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 6	$4,965.74
54151ECOM	SAAS-WFD-ADD-TENANT-7	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 7	$9,931.49
54151ECOM	SAAS-WFD-ADD-TENANT-8	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 8	$19,862.97
54151ECOM	SAAS-WFD-ADD-TENANT-9	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 9	$37,243.07
54151ECOM	SAAS-WFD-ADD-TENANTS	WORKFORCE DIMENSIONS NON-PROD ADDITIONAL TENANT SAAS - PER EMPLOYEE PER MONTH	$0.25
54151ECOM	TAM-ENHANCED-WF-DIMENSIONS	TECHNICAL ACCOUNT MANAGER (TAM) - ENHANCED PER YEAR	$120,898.04
54151ECOM	TAM-ESSENTIALS-WF-DIMENSIONS	TECHNICAL ACCOUNT MANAGER (TAM) - ESSENTIALS PER YEAR	$120,898.04
611420	TRAINPTS	Training Points: Generic Training Points to be used for any training class. (invoiced upon delivery of order)	$0.84

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2025-12

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

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

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

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

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

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

UKG PRO TIMEKEEPING SOFTWARE

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

2. Compensation: Contractor shall be paid per service quote for satisfactory performance of the Scope of Work attached as *Exhibit A*. Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceed $100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B*, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by *Exhibit A.*

4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as *Exhibit C.*

5. Contract Term: The Contract term is for a period of one year commencing March 20, 2025 unless terminated pursuant to the Standard Terms and Conditions, attached hereto as *Exhibit B.* The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended annually by the terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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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:	To Contractor:
Brandi Suda City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 bsuda@flagstaffaz.gov 928-213-2217	immixTechnology, Inc. Eric Chanthakhoune Eric.Chanthakhoune@immixgroup.com 8444 Westpark Drive, Suite 200 McLean, VA 22102 PH: 703-752-0610 or 1-571-384-3751 FX: 703-752-0611
With a copy to: Liane Garcia City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 lgarcia@flagstaffaz.gov	With a copy to: Angie Molique City of Flagstaff 211 W. Aspen Ave Flagstaff, AZ. 86001 928-213-2210

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

Immix Technologies, Inc.:

By: Toni Meriwether

Title: Inside Sales Manager

CITY OF FLAGSTAFF

By: Rick Tadder

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

Title: Director, Management Services

ATTEST:

Stacy Saltzburg

City Clerk

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

APPROVED AS TO FORM:

Anja Wendel

City Attorney's Office

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

Notice to Proceed issued: _____, 20___

August 8, 2023

EXHIBIT A
SCOPE OF WORK

immixTechnology, Inc. Quote & Pamphlets – 18 pages

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

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

Contract No.: GS-35F-0265X

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

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

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

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

Manufacturer Quote #:
Manufacturer Ref #: 6110573

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

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

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

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

ANYTHING AS A SERVICE	$66,471.00
Grand Total	$72,573.03

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

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

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

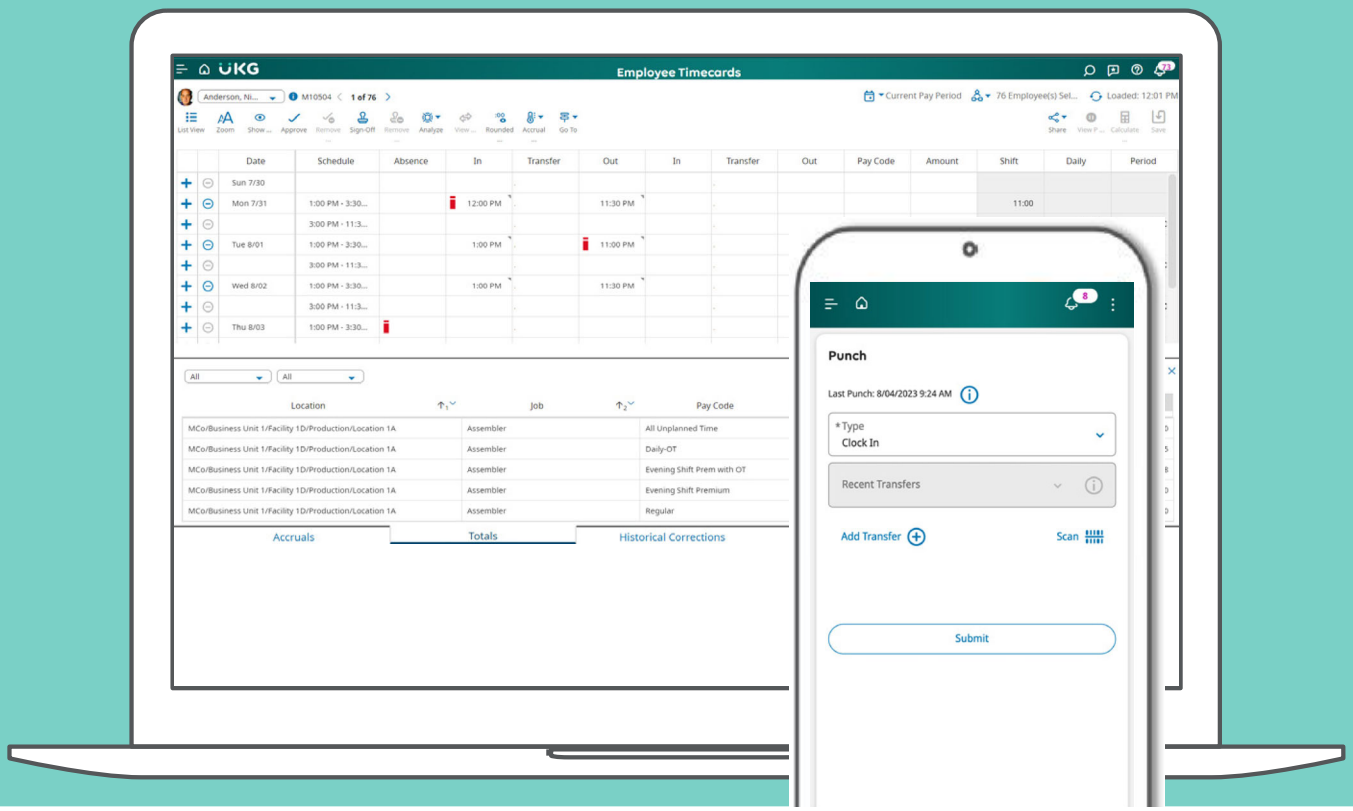
The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Pro Workforce Management

UKG Pro Timekeeping Hourly

Simplify and automate **time and attendance tracking**

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



Control Labor Costs

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

Engage Your Employees

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

Stay Compliant

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

Key Features

For managers

Pay policy items (pay codes, work rules, wage profiles)

Time & attendance reports

Group edits

Timecard actions (approval, signoff, edit, transfers, etc.)

Time & attendance Audits

Overtime alerts (rejected, projected, approaching)

Alerts for projected shift differentials

Setup options

Move Amounts enables managers to easily override pay code totals to move from one totals bucket to another for accurate reporting

For employees

Ability to make time-off and other scheduling requests directly from the calendar

Separate hourly and salaried timecards

Personalized time-entry records for recording time against projects

Full mobile timecard functionality

Attestation allows organizations to implement a meal break lockout

Manage All Your People Data in One Place

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

Access Key Metrics in Real Time

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

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CV0760-USv4

Pro Workforce Management

UKG Pro Timekeeping Salaried

Simplify and automate time and attendance tracking

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

Simple, Yet Comprehensive

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

Data-driven Work Insight

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

Mobile Experience

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



Key Benefits

Control Labor Costs

Automatically apply work and pay rules to reduce payroll inflation

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

Minimize Compliance Risk

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

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

Improve Productivity

Automate and streamline time-consuming administrative tasks

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

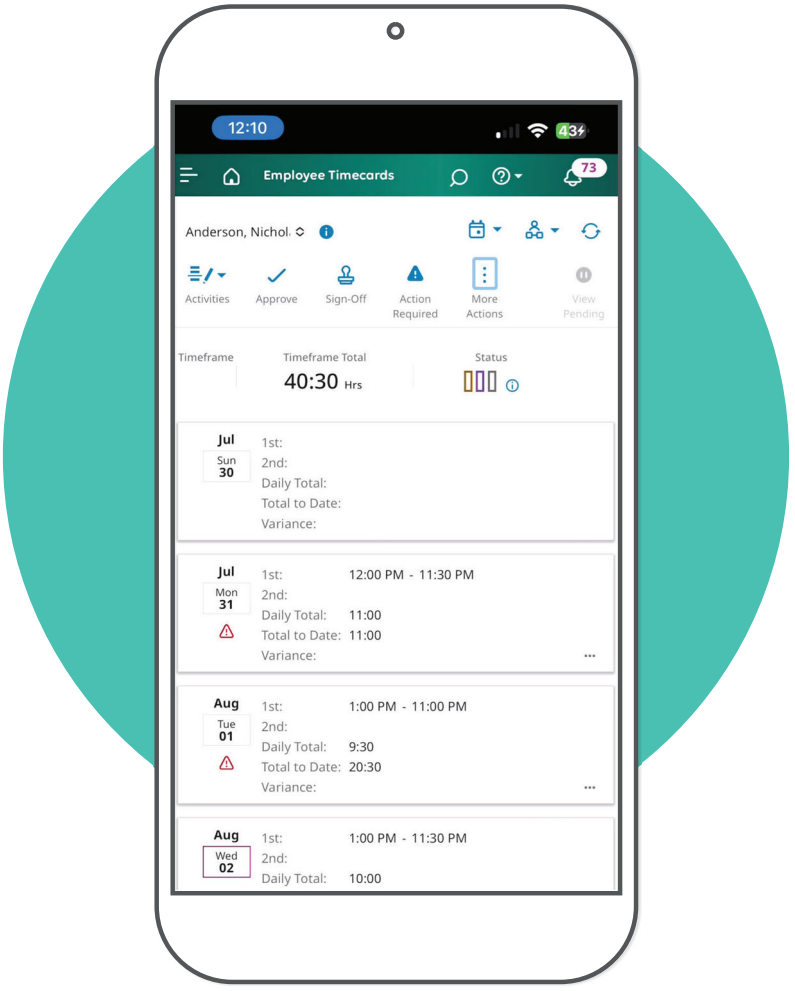
Engage Employees

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

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

UKG Pro Salaried Timekeeping Features

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



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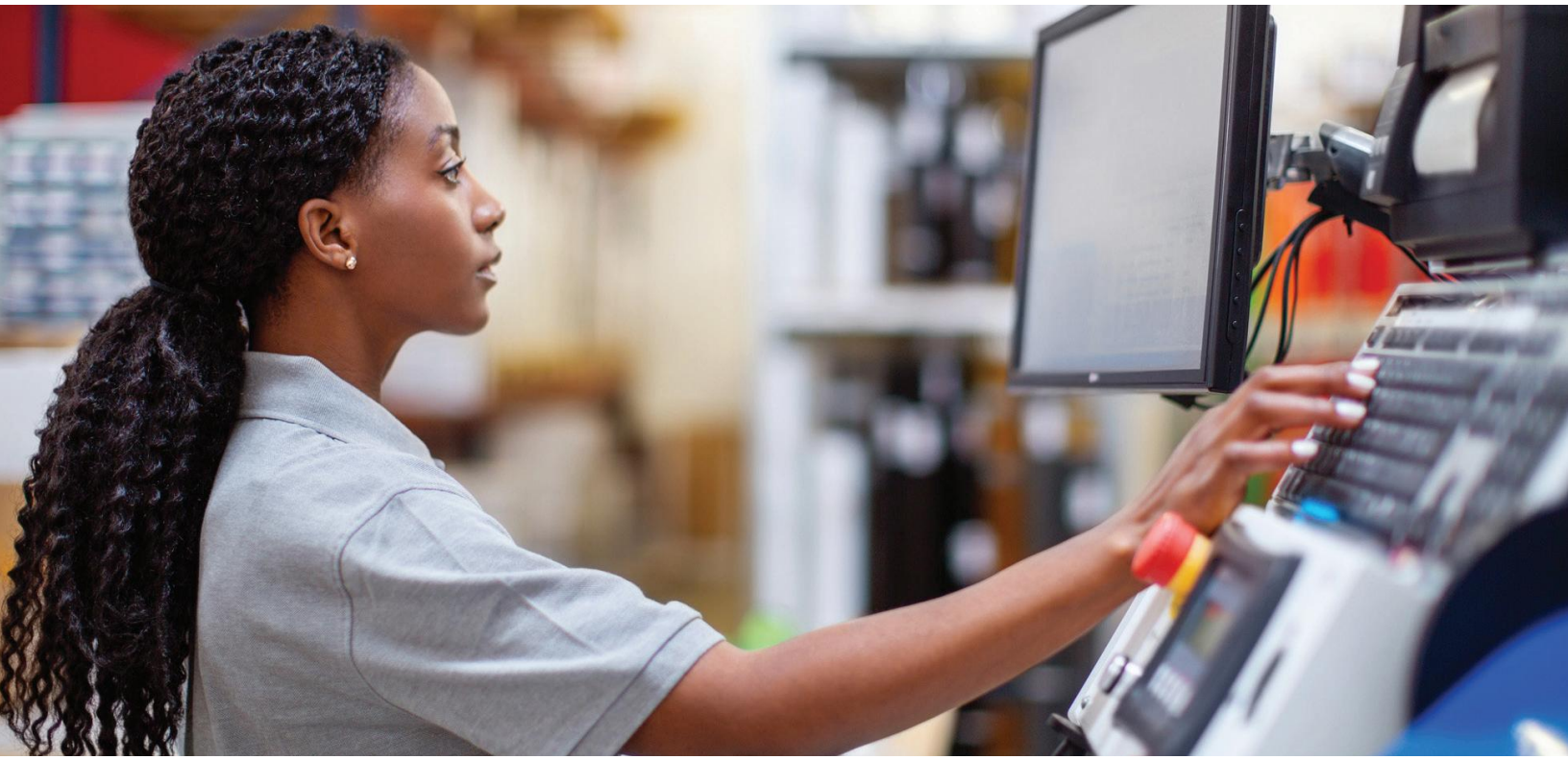
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Pro Workforce Management

UKG Pro Activities

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

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



Comprehensive Reporting

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

Enhanced People Experience

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

Timely Comprehensive Updates

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

Key benefits

- **For managers**
- Identify and deploy your most productive performers
- Gain real-time visibility into items that are a work in progress
- Streamline operations by identifying and removing bottlenecks
- Quickly reallocate and optimize critical labor resources to meet production deadlines
- Assess critical KPIs such as productivity, efficiency, and direct vs. indirect time
- Simplify system interaction with the logical guided workflow for your people with pre-built templates
- Develop accurate labor standards by understanding variances between actual and standard performance
- Automate reconciliation of labor hours to payroll

Key features of UKG Pro Activities

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

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Pro Workforce Management

UKG Pro Absence

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

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

Proactive Indicators

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

Recognize & Incentivize

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

Visible Insights

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



Key benefits

For Managers

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

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

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

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

For Employees

Request leave and open leave cases on their own

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

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

Make leave edits and add leave time through the schedule

Leave Features

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

Attendance Features

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

Accrual Features

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

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UKG InTouch DX

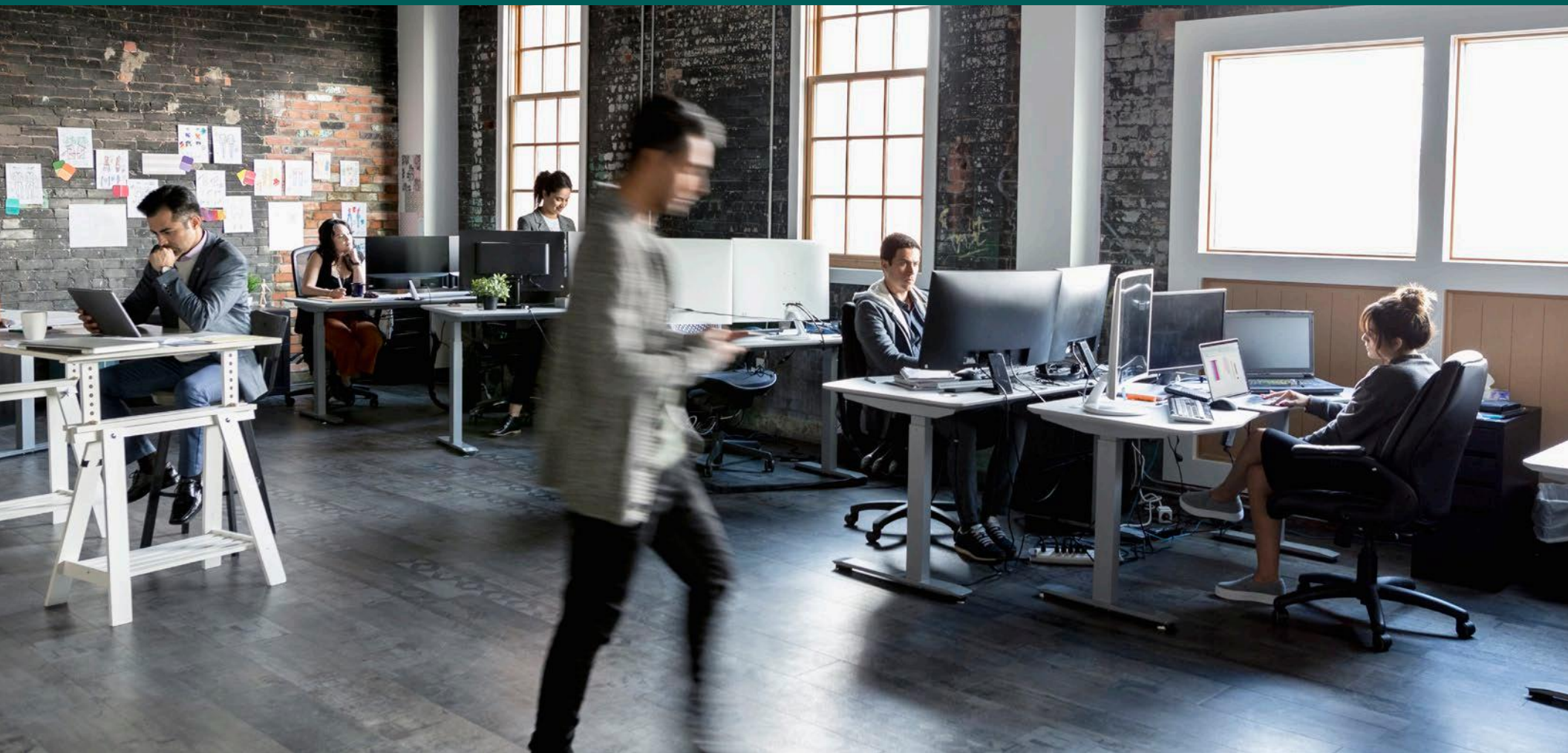
A reimagined timeclock experience for the modern workforce



Meet the UKG InTouch DX

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

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



Hardware designed for how people work today — and tomorrow

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

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

large, super-responsive touchscreen

punch in and out faster than ever



Introducing TouchFree ID

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

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



recognizes everyone in your workforce

clocking in is incredibly convenient

An intelligent timeclock that puts convenience first

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

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

combines related tasks for faster interactions

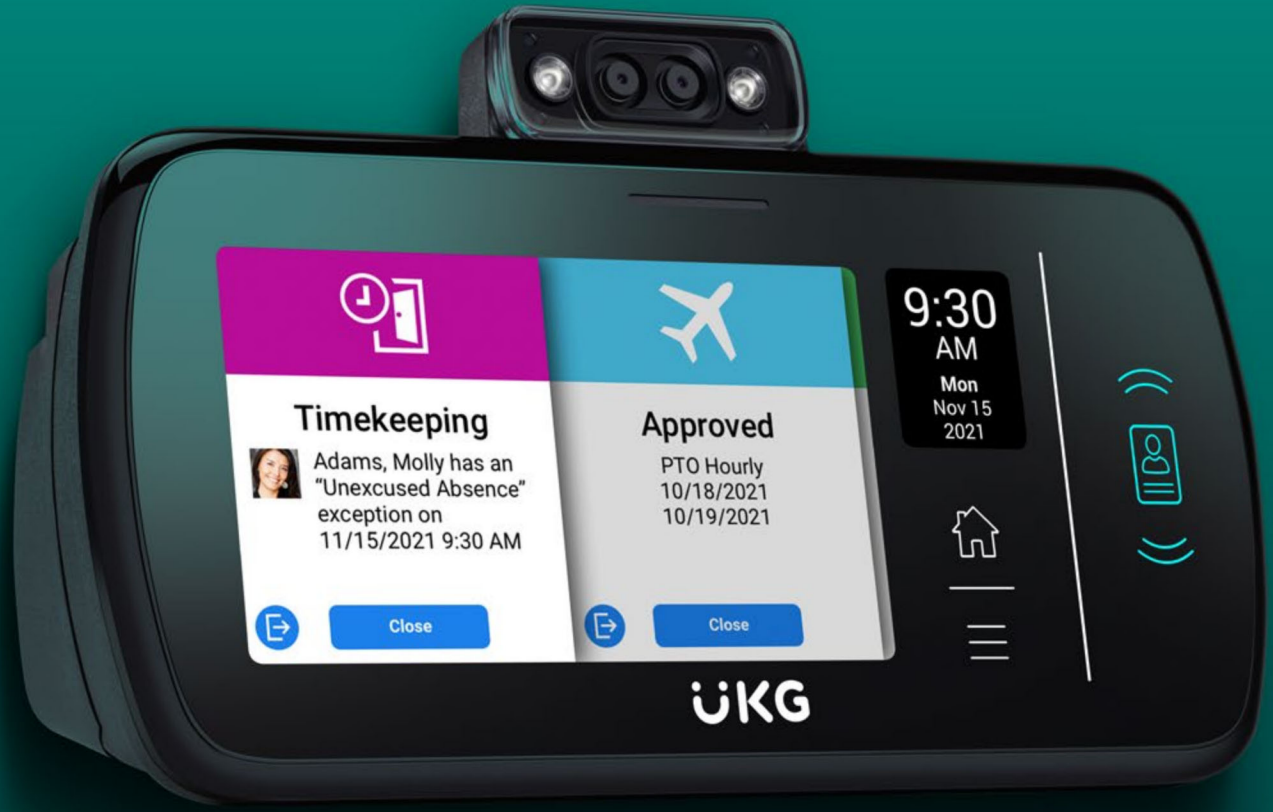
real-time data access and updates in the cloud



An intuitive and engaging employee experience

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

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



instantly pushes notifications to employees

personalized home screen

Key features

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

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

A personalized experience with real-time notifications

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

Streamlined navigation for faster interactions

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

Optimized viewing angle for ergonomic use

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

A rugged device designed for virtually any environment

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

Touchless technology an integrated option

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

Multilanguage support for your diverse workforce

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

Multiple card reader and biometric options

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

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UKG InTouch DX device specifications

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

Put UKG InTouch DX to work for you

+1 800 225 1561 | **UKG.com/intouchDX**

About UKG

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

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EXHIBIT B
STANDARD TERMS AND CONDITIONS
(Attached)

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties.”

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

26. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

27. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

28. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.

29. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

CONTRACT CHANGES

31. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

32. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

33. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

34. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

35. NO WAIVER: Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

36. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

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

EMPLOYEES AND SUBCONTRACTORS

38. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

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

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

DEFAULT AND TERMINATION

42. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

43. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

44. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

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

47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

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

53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.

55. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

56. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

57. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.

58. FORCE MAJEURE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

59. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

60. CHANGES TO CONTRACT: The Contract <u>shall not</u> be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

61. FORCED LABOR OF ETHNIC UYGHURS: If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

62. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C
INSURANCE
(Attached)

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles 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 and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

   f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nathan Naliborski, Fleet Manager

Co-Submitter: Jen Brown

Co-Submitter: Jen Brown

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526, plus all applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Global Rental Co., Inc. for an Altec AT48M Aerial Work Platform in the amount of $233,526.00, plus all applicable taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works - Streets Section is responsible for maintaining the city's 700 lane miles of roadway, including the maintenance of traffic signals and over 4,000 streetlights. Streets have been focused on the transition of the City's streetlights to dark-sky compliant LED fixtures over the past couple years and this new vehicle will be dedicated to our streetlight and traffic signal program. Streets also maintain 48 signalized intersections across the city and the numerous pedestrian crossings. The purchase of an Altec AT48M Aerial Work Platform (a/k/a "bucket truck") would allow Streets to maintain the ability to service all of our City infrastructure in these programs.

Financial Impact:

The Streets Section will utilize the FY2025-26 budget in the following accounts:

- 040-06-161-0618-6-4401 - Streets Rolling Stock - $220,000
- 040-06-161-0614-6-4357 - Streets Repair and Maintenance - $13,526 overage will be covered in this account

This purchase was presented to, approved by the Fleet Management Committee and the Budget process for FY 2026.

Policy Impact:

Our community desires a strong relationship to our transportation infrastructure and its maintenance expectations. This piece of equipment is essential in the safe maintenance and replacement of lighting fixtures and traffic signal maintenance.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve this Cooperative Purchase Contract with Global Rental Co., Inc.; or
2. Forego the purchase of the bucket truck and provide staff with other alternatives.

Background and History:
The Streets section currently utilizes one Altec Aerial Work Platform mounted on a Freightliner cab/chassis. This unit is two-wheel drive and is a med/heavy-duty vehicle which has some limitations on access. The proposed purchase would add a bucket truck to the Section, allowing the two new Streetlight Technicians approved in 2022/2023 to conduct repairs and maintenance of street lighting, signal, and pedestrian crossings while allowing for the Signal Technician team to keep up with their workload.

City of Flagstaff Purchasing section worked with the Fleet section to identify an agency contract for cooperative use. Sourcewell is a State of Minnesota local government conducted a competitive and open procurement process through Request for Proposal 040924 that resulted in Contract # 040924-ALT with Contractor.

Connection to PBB Priorities and Objectives:
Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Attachments: Detailed Specs
Cooperative Purchase Contract

Global
Global Rental Co., Inc.

Quote Number: 1725999 - 2
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 1/28/2026

Quoted for: City of Flagstaff
Quoted by: John Georgacopoulos
Phone: / Email: (909) 743-3265 / john.georgacopoulos@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
AT48M 4x4		**$182,637**	**$188,286**	**3%**
(A.) Sourcewell Options On Contract				
1				
2				
3				
	SOURCEWELL OPTIONS TOTAL:	**$182,637**	**$188,286**	**3%**

(A.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2026 model year in lieu of 2023	$36,001
8	OTHER	Two man platform addition	$7,650
9			
		OPEN MARKET OPTIONS TOTAL:	$43,651

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$226,288**
Delivery to Customer:	**$7,238**
TOTAL FOR UNIT/BODY/CHASSIS:	**$233,526**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is $3.50/ mile
Alternate year models may be available in addition to the ones shown here, they will be discounted / priced
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

***This quote does not include City, County, State or Federal taxes.**

January 7, 2026
Our 97th Year

Ship To:
GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242
US

Attn:
Phone: 816-676-4098
Email:

Bill To:
GLOBAL RENTAL CO INC
33 INVERNESS CENTER PKWY STE 250
(DO NOT MAIL INVOICES)
BIRMINGHAM, AL 35242
US

Altec Sales Order:	8465932	**X7 Discrete Job:**	1037070541
Altec Quotation Number:	1725999 - 2	**X7 Configured Item:**	000000000-41303940
Run Number:	1505605	**Quantity:**	1
Account Manager:	Jared E. Braswell	**X4 Discrete Job:**	1037070562
Technical Sales Rep:	Ashleigh Thompson	**X4 Configured Item:**	000024003-41303934
Reference WO:	Start From-1035386979	**System Engineer:**	Jordan Berrocales
Customer Inspection:		**Structural Engineer:**	Jordan Berrocales
Customer Truck Number:		**Line Set Date:**	09/09/2025

Item	Description	Qty
	Unit	
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1
2.	Pedestal	1
3.	Platform Mounted Single Handle Controls	1
4.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1
6.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1
7.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1
8.	Jib Stick, 36" L, non-extension, non certified, grey in color	1
9.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1
10.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No	1

Item	Description	Qty
	Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	
11.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height. **A.** Maximum Spread: 87 inches **B.** Outrigger Motion Alarms **C.** Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1
12.	Winch load line swivel hook	1
13.	Altec Unit Powder Painted White	1
14.	Additional Sold Stock And Global Option **Sales Text: Two-Man Platform, Fiberglass, 24Wx48Lx42D, End Mount, 180 Degree Rotation** **Last Updated By: Carynn Spencer on 24-OCT-2025 07:04**	1
15.	Additional Sold Stock And Global Option **Sales Text: Platform Cover, for two-man platform** **Last Updated By: Carynn Spencer on 24-OCT-2025 07:04**	1
16.	Additional Sold Stock And Global Option **Sales Text: Platform Liner for two-man platform, 50 kv rating** **Last Updated By: Carynn Spencer on 24-OCT-2025 07:04**	1
	Unit and Hydraulic Acc.	
17.	Subbase	1
18.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1
19.	Hydraulic Reservoir, 15 Gallon, Rectangular, 22" L x 8.5" W x 24" H, and includes breather caps and dipsticks	1
20.	Temperature Sight Gauge	1
21.	Hydraulic Oil HVI-22 with Dye (Standard)	25
22.	Standard Pump For PTO	1
23.	Electric Shifted PTO	1
24.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1
25.	Additional Sold Stock And Global Option **Sales Text: 2-man platform scuff pad (24 IN L X 48 IN W)** **Last Updated By: Ashleigh Thompson on 17-NOV-2025 13:50**	1
26.	Additional Sold Stock And Global Option **Sales Text: Scuff pad with step for Two-Man Platform**	1

Item	Description	Qty

Last Updated By: Carynn Spencer on 21-NOV-2025 16:54

Body

27. Altec LGSS-132-84 (81) low-side general service body with step: 1

- **A.** Steel body
- **B.** Steel structural channel crossmembers and smooth floor with ladder-style understructure
- **C.** 132 in body length
- **D.** 94 in body width
- **E.** 40 in body compartment height
- **F.** 20 in body compartment depth
- **G.** 24 in from body floor to compartment tops
- **H.** Finish paint entire body Altec white
- **I.** Undercoat applied under the body
- **J.** 5.5 in drop-in composite cargo retaining board at rear of body
- **K.** 5.5 in drop-in composite retaining board at top of side access step
- **L.** Stainless steel rotary paddle latches with locks
- **M.** Gas props on all vertical doors
- **N.** Chains on all horizontal doors
- **O.** Standard master body locking system
- **P.** Hotstick shelf extending full length of body on streetside
- **Q.** Two (2) hotstick brackets Installed on streetside
- **R.** Standard drop-down hotstick door for one (1) shelf on streetside, stainless steel slam paddle latch with keyed lock
- **S.** One chock holder on each side of body with retaining lip In fender panel
- **T.** 1st vertical (SS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers
- **U.** 2nd vertical (SS) - 24 in w - Two (2) adjustable shelves with removable dividers on 4 in centers
- **V.** 1st horizontal (SS) - 50 in w - One (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment
- **W.** Rear vertical (SS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)
- **X.** 1st vertical (CS) - 34 in w - One (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4 in centers
- **Y.** 2nd vertical (CS) - 24 in w - Gripstrut access steps with two (2) sloped grab handles, vented battery storage
- **Z.** 1st horizontal (CS) - 50 in w - One (1) adjustable shelf with removable dividers on 4 in centers and one (1) fixed shelf with removable dividers on 4 in centers on bottom of compartment
- **AA.** Rear vertical (CS) - 24 in w - Six (6) locking swivel hooks on an adjustable rail (1-4-1)
- **AB.** Body floor cut-out for AT48M/P aerial device near front of body
- **AC.** Steel tailshelf, 29 in l x 94 in w, with rear cross storage and drop down doors, outrigger cutouts
- **AD.** Two (2) wire thru channels at bulkhead with cover
- **AE.** Underbody channels on streetside and curbside for wiring/plumbing

Body and Chassis Accessories

28. Underride Protection Bumper Installed At Rear 1

29. Combination 2 Ball (10 000 LB MGTW) and Rigid Pintle Hitch (16 000 LB MGTW with 3 000 LB MVL), 4-Bolt, Buyers BH82000 1

Item	Description	Qty
30.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
31.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
32.	Platform Rest, Rigid with Rubber Tube	1
33.	Articulating Arm Rest for a Telescopic Unit	1
34.	Boom Rest for a Telescopic Unit	1
35.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	4
36.	Outrigger Pad Holder, 20" L x 20" W x 7" H, Fits 19.5" x 19.5" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
37.	Pendulum Retainers For Outrigger Pad Holders	2
38.	Mud Flaps With Altec Logo (Pair)	1
39.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
40.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1
41.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1
42.	Driveaway Safety Kit	1
43.	Soft Vinyl Lanyard Pouch	1
44.	Vinyl manual pouch for storage of all operator and parts manuals	1
	Electrical Accessories	
45.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
46.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1
47.	Strobe Beacons, Amber LED, with Brush Guard, Installed on Post at Front of Body, One (1) Each Side (Standard) (Tecniq #K10-AAAD-1)	1
48.	Dual Tone Back-Up With Outrigger Motion Alarm	1
49.	PTO Hour Meter, Digital, with 10,000 Hour Display	1
50.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
51.	Ford Upfitter Switches (Supplied with Chassis)	1
52.	Power Distribution Module (PDM-6A), 6 Accessory Circuits, CAN Signals, Installed, Chevy/International CV, Ford, Dodge	1
53.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1

Item	Description	Qty
54.	Install secondary stowage system.	1
55.	Install Remote Start/Stop system in Final Assembly.	1
56.	Install Outrigger Interlock System	1
57.	Heavy Duty Secondary Stowage Pump	1
58.	PTO Indicator Light Installed In Cab	1
59.	Additional Sold Stock And Global Option	1

Sales Text: **Install OEM Supplied Back-Up Camera in FA**
Last Updated By: Ashleigh Thompson on 02-DEC-2024 13:54

Finishing Details

60.	Powder Coat Unit Altec White	1
61.	Finish Paint Body Accessories Above Body Floor Altec White	1
62.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
63.	Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface	1
64.	Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface	1
65.	Apply Non-Skid Coating to all walking surfaces	1
66.	Globalization includes Unit Condition Report and Placards	1
67.	English Safety And Instructional Decals	1
68.	Vehicle Height Placard - Installed In Cab	1
69.	Placard, HVI-22 Hydraulic Oil	1
70.	DOT Certification Required	1

Sales Text: **33 Inverness Center Parkway**
Birmingham AL 35242
Last Updated By: Ashleigh Thompson on 02-DEC-2024 13:54

71.	Dielectric test unit according to ANSI requirements.	1
72.	Stability test unit according to ANSI requirements.	1
73.	Focus Factory Build	1
74.	Globalized Per Global Rental's Specification To Include Following:	1

A. Global Key Rings Installed on Keys

Item	Description	Qty
	B. Global Decal Kit **C.** Full Discrete Job Numbers Located on Front Streetside and Curbside Rear of Vehicle **D.** Fuse Kit in the Manual Pouch **E.** Completed Service Sticker Located Next to the DOT Sticker **F.** Weight Slip **G.** Signed/Dated Dielectric and Stability Test **H.** Completed Unit Condition Reports **I.** Four (4) Pictures Showing the Front, Rear, Curbside and Streetside of the Full Truck **J.** Temp Tag	
75.	Inbound Freight	1
76.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
77.	Altec Stock/Global Spec, AT48M, ARM Jib, Ford F600 4x4, No Body Compartment Lights	1
	Chassis	
78.	Altec Supplied Chassis	1
79.	2025 Model Year	1
80.	Ford F600	1
81.	4x4	1
82.	Chassis Cab	1
83.	Regular Cab	1
84.	Chassis Color - White	1
85.	AM/FM Radio	1
86.	Bluetooth	1
87.	Block Heater	1
88.	Limited Slip Rear Axle	1
89.	Trailer Brake Controller (Factory Installed)	1
90.	Power Mirrors with Heated Glass	1
91.	Cruise Control	1
92.	Air Conditioning	1
93.	Keyless Entry	1
94.	Power Door Locks	1
95.	Power Windows	1
96.	Tilt Steering Wheel	1

Item	Description	Qty
97.	84 Clear CA (Round To Next Whole Number)	1
98.	Chassis Wheelbase Length - 169	1
99.	GVWR 22,000 LBs	1
100.	7,500 LBS Front GAWR	1
101.	15,500 LBS Rear GAWR	1
102.	Ford 6.7L Power Stroke Diesel	1
103.	330 HP Engine Rating	1
104.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1
105.	Ford 40 Gallon Fuel Tank (Rear)	1
106.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
107.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
108.	CARB Clean Idle Certification	1
109.	50-State Emissions	1
110.	No Idle Engine Shut-Down Required	1
111.	225/70R19.5 Front Tire	1
112.	225/70R19.5 Rear Tire	1
113.	Hydraulic Brakes	1
114.	Park Brake In Rear Wheels	1
115.	63C - Aft Axle Frame Extension	1
116.	98R - Operator Commanded Regeneration (OCR)	1
117.	Vinyl Split Bench Seat	1
	Additional Pricing	
118.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1
	Miscellaneous	
119.	Global Spec Modification	1

Altec Industries, Inc.

BY _____

Ashleigh Thompson , Technical Sales Representative

Unselected Items

Item Number	Description
970128178-	Platform Cover, 24" x 30", Soft Vinyl
	Unselected By:Carynn Spencer on 24-OCT-2025 07:04
970128185-	Platform Liner, 24" x 30" x 42", 50 kV Rating
	Unselected By:Carynn Spencer on 24-OCT-2025 07:04
970655136-	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation
	Unselected By:Carynn Spencer on 24-OCT-2025 07:04
970704204-	Scuff Pad, 24" x 30", No Step, For Use With Platform Liner (U&H Acc)
	Unselected By:Ashleigh Thompson on 17-NOV-2025 13:50
970569101-	Additional Sold Stock And Global Option 4 (Unit) **Scuff pad with step for Two-Man Platform** **Unselected By:Carynn Spencer on 21-NOV-2025 16:54**

New Selected Items

Item Number	Description
970569087-	Additional Sold Stock And Global Option 1 (Unit) **Two-Man Platform, Fiberglass, 24Wx48Lx42D, End Mount, 180 Degree Rotation** **Created By:Carynn Spencer on 24-OCT-2025 07:04**
970569091-	Additional Sold Stock And Global Option 2 (Unit) **Platform Cover, for two-man platform** **Created By:Carynn Spencer on 24-OCT-2025 07:04**
970569097-	Additional Sold Stock And Global Option 3 (Unit) **Platform Liner for two-man platform, 50 kv rating** **Created By:Carynn Spencer on 24-OCT-2025 07:04**
970569108-	Additional Sold Stock And Global Option 11 (Unit & Hydraulic Accessories) **2-man platform scuff pad (24 IN L X 48 IN W)** **Created By:Ashleigh Thompson on 17-NOV-2025 13:50**
970569113-	Additional Sold Stock And Global Option 12 (Unit & Hydraulic Accessories) **Scuff pad with step for Two-Man Platform** **Created By:Carynn Spencer on 21-NOV-2025 16:54**

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-154

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Global Rental Co., Inc.,** an Alabama Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Equipment Sales**;

B. **Sourcewell** is a State of Minnesota local Government conducted a competitive and open procurement process through Request for Proposal **040924** that resulted in Contract No. **040924-ALT** 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 Quote attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Altec AT48M 4x4

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 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.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 the amount of **two hundred thirty-three thousand five hundred twenty-six dollars ($233,526), plus city, state, county or federal taxes**; 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 request, 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 be terminated upon completion of the purchase.

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
928-213-2108

To Contractor:
Global Rental Co., Inc.
Attn: John Georgacopoulos
909-743-3265
John.georgacopoulos@altec.com

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

With a copy to:
Nathan Naliborski
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
NNaliborski@flagstaffaz.gov
928-213-2187

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.

IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

CITY OF FLAGSTAFF

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

CONTRACTOR

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 28, 2026

EXHIBIT A
QUOTE
(attached)

1. Global Rental Co., Inc Quote Number 1218202501 – 1 page

EXHIBIT A - QUOTE

Global Rental Co., Inc.

Quote Number: 1218202501
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 1/21/2026

Quoted for: City of Flagstaff
Quoted by: John Georgacopoulos
Phone: / Email: (909) 743-3265 / john.georgacopoulos@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
AT48M 4x4		**$182,637**	**$188,286**	**3%**
(A.) Sourcewell Options On Contract				
1				
2				
3				
	SOURCEWELL OPTIONS TOTAL:	**$182,637**	**$188,286**	**3%**

(A.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2026 model year in lieu of 2023	$36,001
8	OTHER	Two man platform addition	$7,650
9			
		OPEN MARKET OPTIONS TOTAL:	$43,651

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$226,288**
Delivery to Customer:	**$7,238**
TOTAL FOR UNIT/BODY/CHASSIS:	**$233,526**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is $3.50/ mile
Alternate year models may be available in addition to the ones shown here, they will be discounted / priced
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

***This quote does not include City, County, State or Federal taxes.**

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

1. Sourcewell Agency Contract 040924-ALT – 39 pages
2. Sourcewell Agency Pricing – 1 page

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Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Rental Co., Inc., 33 Inverness Center Parkway, Birmingham, AL 35242-7648 (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 Rental Equipment, Products, and Related Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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.

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

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 returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

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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;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- 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 Change 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 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

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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:

- Maintenance and management of this Contract;

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- 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 by Participating Entities under this Contract during each calendar quarter. Payments should

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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, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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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	Global Rental Co., Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Ritter 76C5D47C56D143E...
By: _____	By: _____
Jeremy Schwartz	Mike Ritter
Title: Chief Procurement Officer	Title: Controller
Date: 6/11/2024 | 8:58 AM CDT	Date: 6/11/2024 | 8:42 AM CDT

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RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name:	Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state:	Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address:	210 Inverness Center Dr. Birmingham, AL 35242
Contact:	Brooklyn Russell
Email:	contractmanagement@altec.com
Phone:	270-699-1021
HST#:	

Submission Details

Created On:	Wednesday February 21, 2024 08:41:12
Submitted On:	Wednesday April 03, 2024 16:38:38
Submitted By:	Brooklyn Russell
Email:	contractmanagement@altec.com
Transaction #:	c484ae8d-38b0-4622-b004-34a63a23dbbd
Submitter's IP Address:	163.116.137.157

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")	Global Rental Co, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Global Rental Canada Holdings, Inc. Global Rental Canada, ULC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage # - 1DCN4 UEI - JDLLUAWK4CT1	*
5	Proposer Physical Address:	33 INVERNESS CENTER PKWY BRIMINGHAM, AL 35242-7648 USA	*
6	Proposer website address (or addresses):	https://www.altec.com/global-rental/	*
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):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooklyn Russell, Contract Specialist, 33 Inverness Center Pkwy, Birmingham, AL 35242, contractmanagement@altec.com, 270-505-1691	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263	

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.	Altec has been a company committed to excellence and customer service in the Public Utility industry since 1929. Our products are the industry leaders and it is a company goal to consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Our customers come first. Global Rental was formed in 1990 to provide a rental option of our equipment to better serve our customers. global Rental is a subsidiary company and wholly owned by Altec, Inc. As a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets, we deliver products and services in more than 100 countries throughout the world. Altec Inc. is the parent holding company for Altec Industries Inc, Global Rental Co., Inc. Altec NUECO, LLC, Altec Worldwide, LLC, Altec Capital Service, LLC, Repair Central, LLC, Altec Air, LLC, JJ Kane Associates, Inc., Altec Venture, LLC and Altec Fenex.	*
11	What are your company’s expectations in the event of an award?	With an awarded cooperative purchasing contract, Global Rental will be able to further serve our government agency customers and continue to strength the relationship and position with those customers. This award would support the goal of continued growth within this business sector and provide the opportunity to be a preferred supplier for Sourcewell members.	*

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.	Altec has been in business for 95 years and Global Rental for 34 years. Global Rental is a wholly owned subsidiary of Altec. The entire tenure of business has been privately held under the same family ownership. Our business is privately held and as such we do not disclose financial data. However, we are financially sound and both are conservatively managed.	*
13	What is your US market share for the solutions that you are proposing?	Global Rental maintains strong positioning in the markets we serve. For core products, an approximate 60% market share is maintained, with an approximate 20% market share for non-core products.	*
14	What is your Canadian market share for the solutions that you are proposing?	Global Rental Canadian market share is maintained at an approximate 20%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Altec & Global Rental have never petitioned for bankruptcy.	*
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?	Altec, a manufacturer of equipment, operates with a dedicated sales team. We partner with various specialty product manufacturers to offer a comprehensive range of equipment tailored to the needs of public utilities, educational institutions, and cooperative markets. Our sales and service personnel, including those for Global Rental and Altec, are all directly employed by Altec, covering every state in the US, Canada, and more than 100 countries worldwide. Additionally, all mobile service and service center staff are part of our team. As a company, we engage solely in direct sales, service, and manufacturing operations and do not rely on a dealer network.	*
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.	Global Rental and Altec Industries possess all the necessary licenses and certifications required to fulfill the goods and services outlined in this RFP, including compliance with OSHA/ANSI/ASME manufacturing standards. The Altec Industries, Inc. plant in St. Joseph, MO, which manufactures a significant portion of our products, holds ISO 9001:2008 certification. Our plant employees hold various certifications, including welding, Fluid Power Society, and different engineering certifications. Account Managers specializing in our Crane product lines are mandated to undergo Certified Operator training every five years through our Sentry Operator Certification program. Additionally, We offer certification programs for crane and digger derrick operators through our Sentry training program. Our facilities implement the Altec Production System, incorporating the lean manufacturing Kanban system.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Altec & Global Rental has not been suspended or debarred is the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Excelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017	*
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of sales.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of sales.	*
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?	Commonwealth of Pennsylvania (Co-Stars): Over $1MM Michigan MI Deal: Over $1MM Sourcewell #110421-ALT: $50+MM Utah State Contract: $250K+	*
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?	GSA Contract GS-30F-026GA, over $5MM annually. We also hold two DLA contracts with like annual sales volume.	*

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 *	
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489	*
City of Tallahassee (FL)	Eddie Tyer	850-891-5663	*
City of Lexington (NC)	Bill Stockman	336-243-2489	*

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 *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	Colorado - CO	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes and Cable pullers.	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, and Cranes.	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over $2M	*
Local Government Agency	Government	California - CA	Purchases Aerial Devices and service bodies	Transaction sizes are typically 5+ per PO	Over $2M	*

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.	Altec employs a direct sales force comprising over 100 Account Managers dedicated to government and commercial sales and support within their designated territories. Additionally Altec employs over 25 direct sales associates that focus exclusively on Rental Equipment. These territories are carefully crafted based on customer concentration, and our Account Managers reside within them. They devote 100% of their time to communicating, consulting, and managing customer needs. The products highlighted in this RFP are fundamental to our customers and industry, enabling our Account Managers to offer expert knowledge to Sourcewell members regarding their benefits and usage. Altec prioritizes its Sourcewell contract as the preferred method for serving government customers.	*
27	Dealer network or other distribution methods.	We do not use dealer or distribution networks. Global / Altec is a factory direct sales / service company.	*
28	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 50 Service Centers located throughout the United States and Canada equipped with the tools, equipment, and certified hydraulic technicians needed to get our customers' equipment up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to customer location. Mobile service technicians are equipped with the trucks and tools needed to get equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers. Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. Please see included maps of our Service Centers and Mobile Service Technician locations	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will issue purchase orders directly to us. All purchase orders are processed by Global Rental / Altec, as we are a factory direct company. Sourcewell quotes / orders are flagged in our system upon quote / order receipt and a report is run each quarter to report the sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our wordwide operations.	*

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.	When you choose to rent or purchase equipment from Global / Altec, you're investing in a long-lasting relationship. The Altec Service Group stands behind this commitment with the most comprehensive service and support organization in the industry. We offer an extensive range of parts for equipment repair and maintenance, along with a technical support and training team dedicated to educating and resolving issues. Altec boasts a comprehensive Service Organization capable of providing both breakdown and preventive maintenance. Our Shop Service is accessible at multiple locations, and our Mobile Service Technicians can be dispatched directly to your location, including emergency breakdown service, all aimed at supporting your equipment's operation. For parts, service, and sales needs, our dedicated line, 877-GO-ALTEC, operates 24/7, with the objective of answering all parts calls in under 10 seconds. We have 35 parts experts with over 300 years of combined experience, ensuring customers are never directed to voicemail when seeking parts support. Furthermore, Global and Altec Account Managers in your area are readily available via their cell phones and email, ensuring swift assistance whenever needed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec / Global proposes to service all Sourcewell Members throughout the United States	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec is eager to provide sales / service support in Canada. We have facilities and dedicated sales / service employees in Canada. Our New Equipment Sourcewell contract (110421-ALT) has been adopted by Canoe Procurement Group of Canada. Please see attached file Canada - Sourcewell Price List for Canadian specific Offerings.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service all Sourcewell Members.	*
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?	Altec proposes to service all Sourcewell Members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec proposes to service all Sourcewell Members, including participating entities in Hawaii, Alaska and US Territories.	*

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.	The marketing strategy for Global/Altec in promoting Sourcewell will encompass various tactics, including but not limited to, the creation of printed marketing materials, press releases, advertisements, and web-based marketing efforts. We have a dedicated Sourcewell landing page: https://www.altec.com/government-sales/municipality-local-government/. Additionally, out teams will participate in trade shows and promote Sourcewell through branded items like magnets, flags, and other promotional materials. Both the Altec Government Sales team and Corporate Communications Project Manager will play integral roles in executing Sourcewell promotions on a corporate level. Our aim is to expand our portfolio marketed to Sourcewell members by incorporating the availability of rental, third-party equipment and used equipment sales, complementing our existing focus on new equipment sales. For reference, please find attached examples of the printed promotional materials we distribute to our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 175,000 likes, over 175,000 follows), and other sites.	*
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?	Our observation indicates that Sourcewell offers extensive avenues for promoting our products, leveraging their web traffic, participation in trade shows, and distribution of printed marketing materials. We anticipate and hope that this supportive environment will persist with the introduction of this new RFP for rental equipment. Within our sales process, our Sourcewell contract is seamlessly integrated as the preferred method for Cooperative Purchasing. When a customer is open to Cooperative Purchasing and meets the eligibility criteria for Sourcewell, our sales team takes the initiative to engage in discussions.	*
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.	Altec Connect provides a customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec / Global actively manages federal customer solicitations/RFQs via the GSA E-buy system and several other state/ city public sites, these offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website, awards / POs are still provided manually by the respective contracting officer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon the delivery of equipment to a Sourcewell member, the local Altec Account Manager conducts an on-site equipment orientation for the designated operators, provided at no extra cost. Each truck is supplied with two sets of operator and maintenance/parts manuals, covering standard features, safe operation, maintenance, and repair information, all provided free of charge. Altec Sentry offers a range of Instructor-Led courses for aerials, derricks, and cranes, compliant with OSHA and ANSI standards, facilitating employer training requirements. These programs, available in Operator and Train-The-Trainer formats, incur additional costs based on factors such as training duration, class size, and instructor travel time. The following Instructor-Led Trainings are offered: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Moreover, Altec Sentry provides over 80 online courses for cranes, aerial devices, digger derricks, and chippers. These courses, accessible through a user-friendly dashboard and storefront, offer ANSI and OSHA-compliant General Training and Familiarization, eliminating the need for traditional classroom sessions. Additional training options from Altec (subject to extra charges) include: - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (with testing provided by a third party) - NCCCO certification programs for operators of mobile cranes and digger derricks	*
41	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec advancements that demonstrate this mentality are such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are “clipped in” while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial’s load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems We continue to focus on ways to keep our customers working safer and smarter and invest in advancements focused in those same efforts.	*

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.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. We acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec’s allegiance is evident in the development of numerous sustainability initiatives: - The Industry’s First Green-Focused Facility - Dixon, CA - Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon, CA allows Altec the opportunity to increase manufacturing of our line of industry’s leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. - Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. Partnering with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and jobsite energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck’s internal combustion engine. Our Green Fleet product line / JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - JEMS BG - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). - The St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.	*
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.	Our Green Fleet product line qualifies for the California Air Resource Board's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). This program was created to accelerate the adoption of cleaner, more efficient trucks and buses. HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: • Calstart • Clean Cities	*

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.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
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?	Global Rental and Altec offer Sourcewell members the advantage of working with one manufacturer for sales, engineering, key component integration (unit/body/chassis), direct warranty administration, and service solutions for a full line of Public Utility Equipment and related equipment. We can provide full equipment lifecycle solutions, including: - Altec Capital Services (ACS) - Equipment Financing - Global Rental Company - Equipment Rentals - Altec Supply - Tool and Accessory Sales - Altec Sentry - Operator Safety Training - Altec Fleet Services - Comprehensive Fleet Management Solution - Altec Service Group - In-shop and Mobile service - Altec NUECO Used Equipment/Trade-In options - JJ Kane Auctioneers - Auctions - (preferred auctioneer of Altec, Inc. and its subsidiaries) Canadian and Worldwide Availability: - Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - Altec Worldwide — We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today – Total customer satisfaction in all aspects of the business. For that reason, Global Rental was founded in 1990 to better serve our customers who needed rental solutions. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an IS09001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - Altec knows that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - All booms ultrasonically tested, and documents maintained. - All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - All bearing surfaces to be machined after welding. - All units with electronic circuit boards to be wave soldered - Provide a power distribution module (PDM) in the cab as a central point for all	*

		electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) Warranty: Most of our products have a limited lifetime structural warranty for the first owner. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.	

Table 9A: 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?	Yes, the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, and master rental agreement (See attached).	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard warranty includes 90 day travel coverage. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase by end user.	*
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?	No, Altec's Mobile Service Technicians (MSTs) service all 50 states and Canada. We own and operate approximately 50 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative. For location information please see attached documents Map with Facilities and Map with Mobile Service Techs, or visit https://www.altec.com/locations/	*
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?	Products not manufactured by Altec would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, third-party equipment, etc.	*
51	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However. due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
52	Describe any service contract options for the items included in your proposal.	PM Inspections, DOT inspections, Dielectric Tests are offered from our Service Team. Please reference document Price List - Service Items	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Products are to be maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, customer responsibilities and master rental agreement (See attached).	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Products are to be maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, customer responsibilities and master rental agreement (See attached).	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30 on rentals, Net 10 on truck sales. Accepted payment methods are wire, check, ACH, and credit cards	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and/or financing options are offered through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
57	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.	For rental equipment, there is a master rental agreement provided to customers. For used equipment, and third-party equipment sales an invoice, bill of sale, limited warranty or exclusion of warranties are documentation provided.	*
58	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?	Global Rental accepts P-card for rentals. There is no surcharge for Sourcewell participating entities for using this process. Global does not accept P-card for purchases.	*

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 *	
59	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.	Line Item Proposed Contract Pricing plus $3.50/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached file titled Global - Sourcewell Price List. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
60	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.	Line Item Proposed Contract Pricing plus $3.50/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached file titled Global - Sourcewell Price List. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount form Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical to qualify for quantity rebate	*
62	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.	Global Rental / Altec will utilize the Open Market section for the customer to be able to customize equipment as needed, any unit modifications from model listed and to account for any model year differences from published contract offerings. We will present a unique quote for each opportunity for customer review.	*
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is not included in pricing. It applies to all customers and the addition to price is $3.50 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Global Rental / Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional $3.50 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate. Additionally customers are welcome to pickup the equipment at one of our locations	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	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.	Our team conducts quarterly assessments of Sourcewell orders, cross-referencing the list of customers with the membership roster on Sourcewell's website to ensure their membership status. Our Technical Sales Representatives, responsible for preparing Sourcewell quotes for customers, undergo training on the quoting process. Additionally, our quote template is regularly updated and accessible on our internal company site. It is mandatory for our Account Managers to designate a truck as a Sourcewell quote within our system to avail Sourcewell pricing.	*
69	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.	Monthly updates on new customers using Sourcewell rental contract. Customers that use our new equipment contract 110421-ALT that we are able to transition fulfill their rental equipment needs with the rental contract. Internal Training for 100% of Global Account Managers on benefits and use of contract.	*
70	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.)	Global Rental proposes a 1% fee payment to Sourcewell on all orders.	*

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

Line Item	Question	Response *	
71	Describe the rent-to-buy option for new rental equipment if applicable.	50% rental credit for first 12 cycles, 35% after that, cumulative.	
72	Describe your used rental equipment sales program if applicable.	Global allows for equipment rental rates as well as a selection of used equipment for purchase. The extent of usage varies among equipment. Global is constantly cycling in new inventory and has equipment for sale through our used rental equipment program, please reference file Global - Sourcewell Price List	
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis A selection of derrick devices with utility bodies mounted on chassis A selection of boom stick cranes mounted on chassis A selection of knuckle boom cranes mounted on chassis A selection of cable placers, stringers, tensioners, and pullers A selection of Dump Trucks A selection of grapple loaders mounted on chassis A selection of hydro excavation equipment A selection of air excavation equipment A selection of pole, cargo, reel trailers The extent of usage varies among equipment.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core products we are offering: • Trailer Options • Specialty Products • Scheduled Maintenance for Altec equipment (PM inspections, DOT inspections, Dielectric Tests, etc).	*

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments	
76	Earth Moving Equipment	○ Yes ◉ No	N/A	*
77	Aerial Equipment	◉ Yes ○ No		
78	Compaction Equipment	○ Yes ◉ No		
79	Industrial	○ Yes ◉ No	N/A	*
80	Roadway	○ Yes ◉ No		
81	Concrete Equipment	○ Yes ◉ No		
82	Landscape Equipment	◉ Yes ○ No	Forestry Aerial Devices Grapple Loaders	
83	Trailers	◉ Yes ○ No	Pole, cargo and reel trailers mounted on chassis.	
84	Lighting Equipment	◉ Yes ○ No		
85	Barricades	○ Yes ◉ No		
86	Signs	○ Yes ◉ No		
87	Batteries or Charging Equipment	○ Yes ◉ No		
88	Generators	○ Yes ◉ No		
89	Wash Stations	○ Yes ◉ No		
90	Portable Restrooms	○ Yes ◉ No		
91	Temporary Shelters	○ Yes ◉ No		
92	Used Rental Equipment Sales	◉ Yes ○ No		

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	○ Yes ◉ No	
94	Street Maintenance & Cleaning Equipment	○ Yes ◉ No	
95	Bucket Trucks	◉ Yes ○ No	
96	Diggers	◉ Yes ○ No	
97	Roll-Off Trucks	◉ Yes ○ No	Dump trucks
98	Refuse Trucks	○ Yes ◉ No	
99	Waste & Debris Handling Equipment	◉ Yes ○ No	Grapple loaders

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Price Lists.zip - Wednesday April 03, 2024 12:49:11
- Financial Strength and Stability - Controller Letter_Sourcewell_4-3-2024.pdf - Wednesday April 03, 2024 15:35:40
- Marketing Plan/Samples - Marketing.zip - Wednesday April 03, 2024 12:49:24
- WMBE/MBE/SBE or Related Certificates - Statement on Diversity in the Workforce.pdf - Wednesday April 03, 2024 12:49:53
- Warranty Information - Warranty.zip - Wednesday April 03, 2024 12:50:23
- Standard Transaction Document Samples - Quote Template Examples.zip - Wednesday April 03, 2024 12:50:33
- Requested Exceptions - RFP_040924_Rental_Equipment_Contract_Template- Exceptions.docx - Wednesday April 03, 2024 12:51:13
- Upload Additional Document - Additional.zip - Wednesday April 03, 2024 12:51:34

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. - Brooklyn Russell, Contract Specialist, Altec Industries, Inc.

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_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	☑	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	☑	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	☑	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	☑	1

Global Rental #040924-ALT

Pricing for contract #040924-ALT offers Sourcewell participating agencies the following discounts:

- Line-item proposed contract pricing plus $3.50 per mile delivery charge (CONUS only).
- The pricing provided a discount between 3%-5% off MSRP.
- Quantity and volume discounts for identical units:
  - 2-5 Units: 1% discount from contract price.
  - 6-10 Units: 1.5% discount from contract price.
  - 11-19 Units: 2% discount from contract price.
  - 20+ Units: TBD at time of the order.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Emily Markel, Purchasing Manager

Co-Submitter: Paul Mood

Co-Submitter: Paul Mood

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: First Amendment to Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Consultant Services Contract with ATL, Inc. d/b/a CMT Technical Services in an amount of $150,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

ATL, Inc. d/b/a CMT Technical Services ("CMT Technical Services") has been providing materials testing consultant services for the City of Flagstaff under a Consultant Services Agreement since February 20, 2025. Material testing services include quality assurance for all permitted City infrastructure improvements, is managed by the City Engineer, and reports directly to assigned City staff. This First Amendment will add an additional year to the term of the Consultant Services Agreement and an additional cost of $150,000. By adding $150,000 to the cost of the Consultant Services Agreement, the threshold value of this contract will exceed $100,000, thereby requiring City Council approval under the City Charter.

Financial Impact:

Project Name: First Amendment to Consultant Services Agreement
Cost: $150,000.00
Account Number Budgeted: 001-10-123-0314-4-4206
FY2025-26 Budgeted Amount: $192,000
Grant Funded: No
Funding Source: General Fund - Engineering Permit Fee

Policy Impact:

None.

Previous Council Decision or Community Discussion:

Council approved a contract with CMT Engineering Laboratories on May 21, 2019. That contract expired in 2025 and was replaced with a one-year contract, which is now being extended for an additional year to allow for a formal solicitation to be completed.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment to the Consultant Services Agreement, as recommended; or
2. Reject the First Amendment and provide additional direction to staff. This option would impact the ability of the

City to perform quality assurance testing for infrastructure improvements.

Background and History:
The elimination of the City's in-house materials testing personnel and laboratory in 2014 intimated the need to hire a private sector firm. The current contract with the private sector firm will end soon and needs to be extended and more funding to be agreed to. The Purchasing team is currently working on a formal solicitation to establish a long-term contract with the awarded firm.

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments: 2025-139 First Amendment CMT Materials Testing
2025-139 Original Contract

FIRST AMENDMENT
CONSULTANT SERVICES AGREEMENT
Contract No. 2025-139

This First Amendment ("First Amendment") is entered into this _____ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and ATL, Inc. d/b/a CMT Technical Services, CMT Engineering Laboratories, an Arizona C corporation ("Consultant"). The City and Consultant may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, the City and Consultant entered in a Consultant Services Agreement on February 20, 2025, in the amount of $99,990 to provide materials testing professional services ("Initial Contract") and this Initial Contract authorized one (1) one (1)-year renewal;

WHEREAS, at some point, Consultant has come to be known as CMT Technical Services;

WHEREAS, the City and Consultant desire to renew the terms and conditions for another year, to reflect increases in the prices charged by Consultant, and add an additional $150,000 to the compensation under the Contract; and

WHEREAS, the Parties desire to amend the Initial Contract to enter into this First Amendment to reflect these changes.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

1. Amendment of Term and Renewal: The Parties hereby elect to renew the Contract for the final one (1)-year term.

2. Amendment of Compensation: The Parties hereby amend and restate Paragraph 3 of the Contract in its entirety to read as follows:

    3. Compensation:

        3.1 Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred and fifty thousand dollars ($150,000)**, including fees and taxes, based on an hourly rate made in accordance with the Quote attached hereto as *Exhibit A*.

        3.2 The entire compensation for the services performed under the Initial Contract and any amendments is an amount not to exceed **two hundred forty-nine thousand dollars ($249,000)**, including fees and taxes.

        3.3 Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

3. Amendment of *Exhibit A*: The Parties hereby replace *Exhibit A* to the Agreement in its entirety with *Exhibit A* attached hereto to this First Amendment.

4. Amendment of Business Entity Name: Consultant has provided information to the City to update the business entity name. For purposes of accounting and formal documentation, Consultant will hereby be identified as "ATL, Inc. d/b/a CMT Technical Services, CMT Engineering Laboratories, an Arizona C corporation".

5. All other terms and conditions of the Initial Contract, except to the extent amended herein, remain in full force and effect.

6. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

CITY OF FLAGSTAFF	**CONSULTANT**
By:_____ City Manager	By:_____ Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

EXHIBIT A
SCOPE OF WORK and PRICE SCHEDULE

Scope of Work

1. Equipment and Laboratory

   a. All laboratory equipment shall be calibrated annually. Verification of calibration is required. Ongoing maintenance of equipment is required. The City reserves the right to inspect laboratory facilities at any time.
   b. Nuclear densometers are required for determining field density, moisture content and oil content and shall always be stored and operated in strict adherence to State of Arizona radiation regulatory agency requirements.

2. Personnel Qualifications and Personnel Performance

   a. The City requires that field personnel have ACI certification, NICET and/or ATTI certifications. These certifications ensure the personnel can perform the required tasks as warranted.
   b. Ability to maintain strict adherence to industry accepted testing procedures and requirements when conducting and reporting test results.
   c. Field personnel are required to meet a one-hour maximum response time between various project locations.
   d. Perform critical tests and sampling for asphalt (*e.g.* Marshall plug, oil content, gradation, stability/flow and voids) and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
   e. Perform critical tests and sampling for soils and aggregate base course (*e.g.* proctor, sieve, plasticity index and gradation) following initial testing and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
   f. Field personnel shall have received safety training, competency in confined space entry, flagging and traffic control, trench excavations and general work zone safety.
   g. Materials testing field personnel shall have the ability to:
      i. Accept direction from the City's Construction Manager and/or designee.
      ii. Function as a team member.
      iii. Provide excellent customer service in all situations that arise on a construction site.
      iv. Perform duties as an extension of City staff.
      v. Accept direction from City Inspectors as to frequency and location of tests and how to report failing tests to the City's customers.
      vi. Read construction plans and specifications.
      vii. Identify issues and to communicate concerns to the City Inspector.

3. Contractor's Criteria

   a. All laboratory materials testing shall be conducted under the direct supervision of a Professional Engineer registered in the State of Arizona.
   b. Staff must be skilled, knowledgeable and well trained in materials testing processes and protocols.
   c. Contractors must be able to maintain a fully integrated training and quality control program, independently from the City.
   d. Quality control is the responsibility of the Contractor. The Contractor shall provide quality assurance testing, solely on the City's behalf, for improvements performed under City permit(s).
   e. Contractor shall perform testing accurately with attention to detail in both the laboratory and in the field.

f. A minimum of two (2) materials testing field personnel shall be provided, solely dedicated to the City's projects from April 15 to December 15. The personnel shall be available to respond on an as need basis with a twenty-four (24) hour notice from December 15 through April 15
g. Contractor must adjust staffing level to accommodate fluctuations in workloads.
h. Regular attendance is a mandatory requirement of the service provided. Staff must be able to work weekends, holidays and night shifts.
i. Field personnel must have adequate construction site transportation, cell phones, necessary field-testing equipment and safety clothing.
j. Maintain accurate and complete records and reports. Submittal of test results to the City on a weekly basis.

Price Schedule: Attached

EXHIBIT A

DESCRIPTION	UNITS	RATES
Clerical	Hourly	**$69.50**
Construction Technician (Soils, Aggregates, Concrete & Asphalt)	Hourly	**$87.00**
Construction Technician (Asphalt-Experienced)	Hourly	**$110.50**
Laboratory Supervisor	Hourly	**$98.50**
Project Manager	Hourly	**$232.00**
Project Coordination / Supervision	Hourly	**$115.50**
Staff Engineer	Hourly	**$243.50**
Construction Special Inspector	Hourly	**$115.50**
Registered Engineer	Hourly	**$243.50**
Daily/Field Report	Each	**$11.50**
Daily Special Inspection Report	Each	**$29.50**
Concrete/Grout Compressive Strength (Cylinders)	Each	**$29.50**
Hot-Mix Asphalt Series-Marshall (Asphalt Lab)	Each	**$550.00**
Hot-Mix Asphalt Series-Gyratory (Asphalt Lab)	Each	**$585.00**
Binder Content (Ignition) / Gradation	Each	**$200.00**
Asphalt Bulk Specific Gravity / Bulk Density (Marshall)	Each	**$175.00**
Asphalt Bulk Specific Gravity / Bulk Density (Gyratory)	Each	**$210.00**
Asphalt Maximum Specific Gravity / Density (Rice)	Each	**$175.00**
Marshall Stability & Flow ***(not included in HMA Series)***	Each	**$175.00**
Fractured Faces	Each	**$87.00**
Sand Equivalent	Each	**$110.50**
Maximum Density / Optimum Moisture (Standard Proctor)	Each	**$173.50**
Maximum Density / Optimum Moisture (Modified Proctor)	Each	**$202.50**
Sieve Analysis (Coarse & Fine)	Each	**$110.50**
Sieve Analysis (Clayey Material)	Each	**$127.00**
Plasticity Index (Dry Preparation)	Each	**$115.50**
Plasticity Index (Wet Preparation)	Each	**$150.00**
Moisture Content (Soils / Aggregates)	Each	**$23.00**
Specific Gravity (Coarse)	Each	**$156.50**
Specific Gravity (Fine)	Each	**$173.50**
Asphalt Core Thickness / Density	Each	**$46.50**
Core Trailer / Equipment	Day	**$173.50**
Grout (Set of 4)	Each	**$185.00**
Overtime	Hourly	**1.5 x ST**

Notes: Project Management will be charged at 2 Hours per Week. Project Coordination / Supervision will be charged at 3 Hours per Week. Travel Time is Portal to Portal. A three (3) hour minimum applies to all testing and inspection. Overtime will be charged at 1.5 times the standard labor rate once assigned staff exceeds 8 Hours per Day.

CONSULTANT SERVICES AGREEMENT
Contract No. 2025-139

This Contract is entered into this 20 day of February, 2025 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and ATL, Inc. dba CMT Engineering Laboratories an Arizona C corporation ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide consulting services;

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

1. Scope of Work: Consultant shall provide the consulting services generally described as:

Materials Testing Professional Services

and as more specifically described in the Quote attached here to as *Exhibit A* (the "Services").

2. Term and Renewal:

2.1 Contract Term: The term is for a period of one (1) year unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

2.2 Renewal: The Contract may be renewed or extended for up to one (1) year additional, terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Compensation: Consultant shall be paid for satisfactory performance of the Contract in an amount not to exceed **ninety-nine thousand nine hundred ninety dollars and zero cents ($99,990.00)**, including fees and taxes, based on an hourly rate made in accordance with the Quote attached hereto as *Exhibit A*. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

4. Termination & Cancellation Clauses.

4.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Consultant.

4.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those services completed prior to the effective date of the termination.

4.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Consultant.

5. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

6. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

7. Insurance:

   7.1 Coverage: Contractor shall carry $1,000,000 of Commercial General Liability insurance, $500,000 Automotive Liability insurance, and the State of Arizona statutorily required amount of insurance for Workers' Compensation and Employer's Liability.

   7.2 Professional Liability: Where the Contractor is required by state statute to maintain certain licensure to provide the Services required in the Contract, Contractor shall maintain $2,000,000 of Professional Liability insurance.

   7.3 Certificate of Insurance: Contractor shall provide a Certificate of Insurance to the City documenting the requisite coverage before engaging in the Scope of Work defined above.

8. Indemnity: Consultant shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Consultant, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

9. Assignment/Subcontracting: Consultant shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without prior written approval of the City.

10. Independent Contractor: Consultant 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.

11. Nondiscrimination: Consultant shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

12. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, surveys, survey results, graphics, tables, charts, plans, computations and other data shall be the property of City ("City's work product"). Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and

interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

13. Re-Use: The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Contractor or any third parties without the City's prior written consent.

14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Consultant hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

16. Forced Labor of Ethnic Uyghurs: Consultant hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

17. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
To the City:
Angel Baca
City Engineering
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: Abaca@flgstaffaz.gov

To Contractor:
D. J. Peters
Arizona Regional Manager
CMT Engineering Laboratories
2355 N. Steves Blvd., Suite B
Flagstaff Az, 86004
daniel.peters@cmttechnicalservices.com

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: EMarkel@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

18. 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.

CONSULTANT:

By:_____

Title: Arizona Regional Manager

Date: 2/11/2025

CITY OF FLAGSTAFF

By:_____

Paul A. Mood signed on 2/18/2025 1:12:07 PM

Title: Director, Engineering

Date:_____

ATTEST:

_____

City Clerk

Stacy Saltzburg signed on 2/20/2025 7:32:39 AM

APPROVED AS TO FORM:

_____

Christina Rubalcava signed on 2/18/2025 12:08:24 PM

City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated November 19, 2024

EXHIBIT A
SCOPE OF WORK and PRICE SCHEDULE

Scope of Work

1. Equipment and Laboratory

   a. All laboratory equipment shall be calibrated annually. Verification of calibration is required. Ongoing maintenance of equipment is required. The City reserves the right to inspect laboratory facilities at any time.
   b. Nuclear densometers are required for determining field density, moisture content and oil content and shall always be stored and operated in strict adherence to State of Arizona radiation regulatory agency requirements.

2. Personnel Qualifications and Personnel Performance

   a. The City requires that field personnel have ACI certification, NICET and/or ATTI certifications. These certifications ensure the personnel can perform the required tasks as warranted.
   b. Ability to maintain strict adherence to industry accepted testing procedures and requirements when conducting and reporting test results.
   c. Field personnel are required to meet a one-hour maximum response time between various project locations.
   d. Perform critical tests and sampling for asphalt (*e.g.* Marshall plug, oil content, gradation, stability/flow and voids) and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
   e. Perform critical tests and sampling for soils and aggregate base course (*e.g.* proctor, sieve, plasticity index and gradation) following initial testing and to report lab results to the assigned City Inspector within four (4) hours of taking the sample.
   f. Field personnel shall have received safety training, competency in confined space entry, flagging and traffic control, trench excavations and general work zone safety.
   g. Materials testing field personnel shall have the ability to:
      i. Accept direction from the City's Construction Manager and/or designee.
      ii. Function as a team member.
      iii. Provide excellent customer service in all situations that arise on a construction site.
      iv. Perform duties as an extension of City staff.
      v. Accept direction from City Inspectors as to frequency and location of tests and how to report failing tests to the City's customers.
      vi. Read construction plans and specifications.
      vii. Identify issues and to communicate concerns to the City Inspector.

3. Contractor's Criteria

   a. All laboratory materials testing shall be conducted under the direct supervision of a Professional Engineer registered in the State of Arizona.
   b. Staff must be skilled, knowledgeable and well trained in materials testing processes and protocols.
   c. Contractors must be able to maintain a fully integrated training and quality control program, independently from the City.
   d. Quality control is the responsibility of the Contractor. The Contractor shall provide quality assurance testing, solely on the City's behalf, for improvements performed under City permit(s).
   e. Contractor shall perform testing accurately with attention to detail in both the laboratory and in the field.

f. A minimum of two (2) materials testing field personnel shall be provided, solely dedicated to the City's projects from April 15 to December 15. The personnel shall be available to respond on an as need basis with a twenty-four (24) hour notice from December 15 through April 15
g. Contractor must adjust staffing level to accommodate fluctuations in workloads.
h. Regular attendance is a mandatory requirement of the service provided. Staff must be able to work weekends, holidays and night shifts.
i. Field personnel must have adequate construction site transportation, cell phones, necessary field-testing equipment and safety clothing.
j. Maintain accurate and complete records and reports. Submittal of test results to the City on a weekly basis.

Price Schedule: Attached

CMT Engineering Laboratories
2921 N 30th Avenue
Phoenix, AZ 85017

8/6/2024

City of Flagstaff

Labor	Rate
M. Rivera Jr	$72.00
A. Baker	$72.00
S. Tolf	$72.00
M. Mijares	$72.00
M. Mijares - OT	$108.00
S. Barrios (Clerical)	$45.00
C. Reynolds T4	$78.00
C. Reynolds (reports/meetings)	$100.00
M. Pooler (reports/meetings)	$100.00
H. Belliston (PE)	$150.00

Tests	
Concrete	$18.00
Ignition gradation	$125.00
AC moisture	$18.00
Marshall	$110.00
Rice	$72.00
Marshall Stability & Flow	$110.00
Asphalt Binder	$765.00
Fractured Faces	$105.00
LA Abrasion	$150.00
Lightweight Pieces	$200.00
Gradation	$70.00
Atterberg	$65.00
Std Proctor	$125.00

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Co-Submitter: Teddy Callan

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.

STAFF RECOMMENDED ACTION:

1. Approval of the City wide routine and emergency tree service on-call contracts with C's Tree Service, ArborWorks, and West Coast Arborists, Inc.;
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City needs an accelerated contracting process for routine and emergency tree services. This includes tree limb trimming and cutting, tree felling, root system removal, trimming trees around utilities, and chipping services. These services are needed to maintain safety and efficiency for the Flagstaff Fire Department, Engineering and Capital Improvements, PROSE, Public Works, Sustainability, and Water Services.

On June 30, 2025, the City of Flagstaff initiated a Request for Statements of Qualification process to establish a qualified list of Contractors for on-call Routine and Emergency Tree Services to be utilized over a five (5) year period on an as-needed basis. Selection to this list does not guarantee a contract award or a specific volume of work. Individual project scopes will be assigned via separate task orders or Purchase Orders issued under the on-call contract. Each project will be governed by its own negotiated scope of work, schedule, and compensation.

Three qualifying proposals were reviewed, scored, and approved by staff (C's Tree Service, ArborWorks, and West Coast Arborists, Inc).

Financial Impact:

Routine and emergency tree services are implemented via available funding mechanisms, including general division budgets, bond funds (FWPP), and grants. This on-call contract will save staff time in project management and procurement. Divisions that have requested these on-call contracts are the Flagstaff Fire Department, Engineering and Capital Improvements, PROSE, Public Works, Sustainability, and Water Services.

The total not to exceed these contracts will be $155,000 per contract, annually:

$100,000 -- Flagstaff Watershed Protection Project 407-09-425-3277-1-4260

$55,000 -- Water Services Funds

- Stormwater Maintenance 206-08-331-1257-0-4237
- Water Production Plant (drinking water treatment plant) 202-08-301-1022-0-4229
- Water Reclamation Plants (wastewater treatment plants) 203-08-311-1111-0-4208
- Water Distribution 202-08-303-1052-0-4290 (currently used for our Leak Detection program and will be asking for additional on-going funding, to support this contract)
- Wastewater Collections 203-08-313-1134-0-4237

Policy Impact:

These on-call contracts have no policy impact at this time.

Previous Council Decision or Community Discussion:
There has not been previous City Council decision on this item.

Options and Alternatives to Recommended Action:

1. The preferred option is to provide on-call contracts to C's Tree Service, Arborwokrs, and West Coast Arborists, Inc.
2. A second option is to hire additional City staff and equipment to do the same amount of work.
3. A third option is to allow the routine tree services to be deferred while requiring City staff to implement all emergency services work.

Background and History:
The City manages a significant number of projects that require routine and emergency tree services. These services support safety and operational needs for the Flagstaff Fire Department, Engineering and Capital Improvements, PROSE, Public Works, Sustainability, and Water Services. To streamline access to these services and reduce the need for repeated standalone procurements, Purchasing issued a Request for Statements of Qualifications (RSOQ) on June 30, 2025. Published July 3rd and July 17, 2025, in the Arizona Daily Sun. Selection to the list does not guarantee a specific volume of work, and individual scopes will be assigned through separate task orders issued under the on-call contracts.

The City received four submittals in response to the RSOQ. One submittal was deemed non-responsive for failing to meet the minimum submission requirements. The remaining three firms, ArborWorks, C's Tree Service, and West Coast Arborists, Inc., were determined to be qualified submitters, and were evaluated by a staff selection committee. Based on these results, staff recommends entering into separate on-call contracts with all three firms to provide flexibility and capacity for routine and emergency tree service needs citywide.

Their scoring is as follows:

- ArborWorks - 514 / 600
- C's Tree Service - 313 / 600
- West Coast Arborist - 493 / 600

Connection to PBB Priorities and Objectives:
High Performing Governance: Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems
Livable Community: Support the development of attainable and accessible housing
Livable Community: Achieve a well maintained community through comprehensive and equitable code compliance

Connection to Regional Plan:
Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.2 -- Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four

Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.
Policy PF.3.1 -- Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

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

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

Connection to 10-Year Housing Plan:
These tree service contracts will support wildfire risk reduction activities that align with Connect 3.2: Encourage neighborhoods, housing types, and building practices that increase health.
Investing in wildfire risk reduction is the best way to mitigate public health impacts associated with undesirable wildfires. For example, air quality impacts and stress.

Connection to Division Specific Plan:
These contracts align with the FFD 2023-2024 Strategic Plan service level goal: Reduce risks through Prevention & WFM efforts.

Attachments: ArborWorks Contract
C's Trees Contract
West Coast Arborist Contract

GENERAL SERVICES PURCHASE CONTRACT
ON-CALL TREE TRIMMING AND REMOVAL
Contract No. 2026-07

This Contract is entered into this _____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and ArborWorks LLC, an Arizona Limited Liability Company ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide certain services; and

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

1. Scope of Work:

    1.1 General: Contractor shall provide the services generally described as ***On-Call Tree Trimming and Removal: Routine and Emergency Services***, as more specifically identified in the Scope of Work, attached hereto as *Exhibit A* (the "Services").

    1.2 Per On-Call Task Order: The Contract is for On-Call Services which shall be documented through an "On-Call Task Order". Each invoice prepared to perform work under the Contract shall serve as a separate On-Call Task Order, shall comply with the requirements of Section 5, and also contain the following information:

        1.2.1 Be prepared on corporate letterhead.
        1.2.2 The date the invoice was prepared.
        1.2.3 The date the service was performed and the location.
        1.2.4 A detailed description of work including labor and materials.

2. Term and Renewal:

    2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

    2.2 Renewal: The Contract may be renewed for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

    2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Termination & Cancellation Clauses.

    3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

    3.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

3.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

4. Compensation:

4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred fifty five thousand dollars and zero cents ($155,000.00) annually**, including fees and taxes. The City reserves the right to contract with multiple vendors to perform the work described under this Contract and does not promise to pay Contractor the entire Compensation amount.

4.2 Price: Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor, provide to the City the services at the prices in the Fee Schedule, attached hereto as ***Exhibit B***.

4.3 Price Adjustments: Price adjustments may be negotiated, annually, on the execution date, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

4.4 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

5. Invoicing and Payment after Delivery:

5.1 Payment: Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

5.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

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

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 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.

6.3 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.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Cooperative Use: The Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to provide the services identified on the Quote to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

8. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A "change order" is not a sufficient mechanism for amending the Contract.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Insurance:

10.1 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.

10.2 Coverage: 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.

10.2.1 Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
10.2.2 Umbrella Coverage	$2,000,000

10.2.3 Automobile Liability

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

10.2.4 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

10.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

10.3.1 Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

10.3.2 Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

10.3.3 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.

10.3.4 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.

10.3.5 Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

10.3.6 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.

11. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

12. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

13. 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

14. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

17. 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.

18. Warranty: All work shall be of good quality and free of defects, and performed in a diligent and professional manner. Contractor warrants all work for a period of one (1) year following final acceptance by the City. This warranty shall survive termination or expiration of the Contract.

19. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Neil Chapman
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Neil.chapman@flagstaffaz.gov

To Contractor:
Kelli McCarty
40266 Junction Dr.
Oakhurst, CA 93644
proposals@arborworks.com
559-641-2434

To the City:
Patrick O'Connor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
poconnor@flagstaffaz.gov

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

CONTRACTOR:	CITY OF FLAGSTAFF
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 23, 2026

Exhibit A

Scope of Work

The services required include, but are not limited to:

1. Tree Removal and Disposal

- The contractor shall remove designated trees (alive or dead) within City-managed properties. This includes felling the trees safely, removing all trunks, limbs, and branches, and ensuring no damage occurs to surrounding infrastructure (e.g., utilities, roads, sidewalks, buildings).
- Stump Removal: All stumps must be either ground down to at least 8 inches below grade or removed entirely, based on specific instructions. If a stump is not to be ground, it must be cut flush to the ground. Any resulting holes must be backfilled with topsoil, graded, and compacted to prevent settlement.
- All debris, including brush and wood chips, must be removed from the site, and disposed of in compliance with local, state, and federal regulations.
- Tree removal shall be completed within seven (7) working days of notification from the City unless otherwise specified for emergency services.

2. Slash Pile Specifications

- The contractor may be requested to construct slash piles on-site.
    - All stems and slash created by this thinning treatment will be hand piled.
    - Construct piles with a minimum height of 7 feet and minimum diameter of 7 feet.
    - Individual pieces of slash shall protrude no more than 3 feet from the pile.
    - Outside of cultural resource priority areas, construct piles in open areas. Within cultural resource priority areas, piles may only be constructed in approved locations. A PDF map of cultural resource priority areas will be provided to the selected contractor.
    - Do not place slash piles within 6 feet of any live tree and not under any live canopy.
    - Do not construct piles within 20 feet of any approved system trails.
    - Do not construct piles on top of down logs or stumps.

3. Tree Trimming and Pruning

- The contractor shall prune trees as designated by the City, ensuring the removal of all dead, diseased, or broken branches that pose safety hazards or impact infrastructure.
- Pruning Standards: Cuts must be clean, smooth, and made close to the trunk or parent limb without damaging the branch collar. Larger branches shall be removed using proper arboricultural practices such as the three-cut (jump-cut) method to avoid tearing the bark.
- All pruned branches, debris, and cuttings must be removed from the site and properly disposed of.
- Aerial Lift or Climbing Harnesses: Contractors must use appropriate equipment (aerial lifts, climbing harnesses, etc.) to ensure worker safety while performing tree trimming tasks.

4. Emergency Tree Services

- The contractor shall provide **on-call emergency services** 24/7 for urgent tree-related issues, such as storm damage, fallen trees obstructing roadways, or trees posing immediate threats to public safety or infrastructure.

5. Site Protection and Restoration

- The contractor is responsible for ensuring that no damage occurs to sidewalks, roads, curbs, utilities, or any other infrastructure during tree removal or trimming activities. Any damage caused by the contractor's operations must be repaired at the contractor's expense and to the satisfaction of the City.
- The contractor must take special care not to disturb underground utilities, water lines, or drainage systems. Coordination with utility providers is required prior to commencing any work that may impact these services.
- All work areas must be restored to their original condition upon completion of the project. This includes the removal of debris, sweeping of streets and sidewalks, and ensuring that any disturbed ground is properly backfilled and leveled.

6. Stump Grinding and Backfilling

- **Stump Grinding**: The contractor must grind stumps to a minimum depth of 8 inches below the surrounding grade. If roots or raised areas from the root flare remain, they must also be ground or leveled to match the adjacent ground.
- **Backfilling**: Holes from stump grinding must be backfilled with high-quality topsoil, free from debris, and compacted to prevent settlement. The contractor is responsible for providing the necessary topsoil.
- **Site Safety**: Stump grinding sites must be properly barricaded if not backfilled on the same day to prevent safety hazards.

7. Traffic Control and Safety

- The contractor is responsible for maintaining a safe work zone and controlling pedestrian and vehicular traffic as necessary during tree removal and trimming operations.
- Proper signage, cones, barriers, and other traffic control measures must be used in accordance with local safety regulations.
- The contractor must ensure that all work areas are safe and clear of hazards at the end of each workday. No partially cut or unstable trees may be left standing overnight.

8. Tree Removal and Disposal Requirements

Chipping and Mulching (Preferred Option Where Feasible)

- All trimmed branches, limbs, and woody debris under 12 inches in diameter may be chipped or mulched on-site.
- Chipped/mulched materials may be left on-site, depending on direction from the requesting department or project manager. Specific locations for mulch delivery or spread may be provided, but there is no requirement to remove mulch or specify a destination unless directed by the City.

Material Sensitivity and Safety

  - Mulch shall not be placed in locations that may increase wildfire risk (e.g., areas with high ember exposure potential).
  - The City retains discretion to determine where mulch may or may not be placed.

Large Debris

  - Logs and stumps too large to chip may be cut into manageable pieces and left on-site or disposed of per City direction.

Off-Site Diversion (As Needed)

- If mulching on-site is not feasible, the City may direct the Contractor to deliver materials to local composting or recycling facilities.
- The City may, but is not required to, request documentation of disposal locations.

9. Additional Requirements:

1. **Coordination with Utilities**: The contractor must confirm the location of all utilities (above and below ground) before beginning any work, particularly for stump grinding and root removal near utility lines.
2. **Completion Timelines**: All non-emergency work must be completed within five (5) working days of receiving notification, or on the agreed-upon timeline with the designated City Project Manager. Emergency services must be completed within twelve (12) hours unless otherwise specified by the City.
3. **Disposal of Debris**: All debris, including branches, trunks, and chips, must be removed from the worksite by the contractor. The City does not permit leaving wood for public collection.

Exhibit B
Fee Schedule & Emergency Services Statement

Service/Equipment Description	Unit (Hour/Each/Tree/Mile)	Unit Rate ($)	Notes/Limitations
Full Tree Removal	*Hourly Rate*	$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Tree Cutting/Slash Pile Building	*Hourly Rate*	$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Tree Cutting/Slash Pile Removal	*Hourly Rate*	$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Hazard Tree/Limb Trimming Near Utilities	*Per Hour*	$ 243.36	Rate is based on a three-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Emergency Tree Removai	*Per Hour*	$ 294.56	The emergency tree removal hourly rate applies to after-hours callouts and includes management presence on site during response activities. Time begins upon departure from the yard and ends upon return.
Stump Grinding	*Per Hour*	$ 249.96	Hourly rates exclude equipment rental costs. Any rental equipment required for the scope of work will be billed as a passthrough at the applicable vendor daily rate.
Chipping & Debris Hauling (without tree cutting)	*Per load or hour*	$ 148.79	Rate is based on a two-person crew utilizing a dump trailer and truck. Debris disposal charges are excluded and will be billed separately if applicable.
Traffic Control Services	*Per hour or per setup*	$ 148.79	Rate is based on a two-person crew with a four-hour minimum for standard traffic control. Traffic control requiring certified performance or TC drawings will be billed as a passthrough at vendor rates and minimums.
Certified Arborist Consulting	*Per hour*	$ 117.61	
Bucket Truck (40'/60'/75')	*Per day*	$ 35.51	
Crane Operation	*Per day*		Crane operations are performed by a third-party contractor and will be billed as a passthrough at the vendor's established rates, including all applicable minimum charges and requirements.

Describe approach/factors considered when quoting Emergency services in a separate attached memo (no page # requirement)

**Specialized Services to be quoted by Contractor and evaluated and accepted by City Project Manager*

Date	10/29/2025
Validity period for submitted rates	12/31/2026

EMERGENCY SERVICES APPROACH AND PRICING CONSIDERATIONS

City of Flagstaff – On-Call Tree Trimming Services

Overview

ArborWorks recognizes that emergency response requires immediate mobilization, specialized equipment, and experienced personnel capable of operating safely and efficiently under dynamic conditions. Our approach prioritizes rapid response, clear communication with City representatives, and coordinated deployment of field crews and management personnel to mitigate hazards and restore safety as quickly as possible.

Approach to Emergency Services

- **Availability and Response:** ArborWorks maintains on-call crews and management staff who can be mobilized 24/7 for storm response, downed tree incidents, or other urgent hazards.
- **Command and Coordination:** Management personnel are present on-site during emergency callouts to ensure effective communication, hazard assessment, and operational oversight.
- **Safety Protocols:** All emergency operations follow ANSI Z133 safety standards, utility vegetation management best practices, and site-specific hazard mitigation procedures.
- **Resource Allocation:** Crews are equipped with bucket trucks, dump trailers, chippers, and necessary rigging gear to efficiently manage tree removals, debris clearance, and site stabilization.
- **Documentation:** Work completed under emergency conditions is documented with time logs, photographs, and descriptions of actions taken, ensuring transparency and accountability.

Factors Considered in Pricing

- **After-Hours Premium:** Emergency events typically occur outside standard working hours and require higher labor costs due to overtime and rapid mobilization.
- **Management Oversight:** Pricing includes the presence of a management representative during all emergency responses for coordination and safety assurance.
- **Mobilization Time:** Time is billed from departure from the yard to return to the yard, ensuring coverage for travel, setup, and site demobilization.
- **Equipment Utilization:** Standard equipment (bucket trucks, dump trailers, etc.) is included in the hourly rate; specialized equipment (e.g., cranes, traffic control, rentals) is billed as a passthrough at vendor rates.

Commitment

ArborWorks is committed to providing safe, efficient, and timely emergency tree services to support the City of Flagstaff's public safety and infrastructure needs. Our experienced team has a proven record of responding effectively to large-scale storm events, wildfire recovery efforts, and municipal hazard mitigation projects across multiple states.

GENERAL SERVICES PURCHASE CONTRACT
ON-CALL TREE TRIMMING AND REMOVAL
Contract No. 2026-07

This Contract is entered into this _____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Colin Challifour d/b/a C's Tree Service, LLC ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide certain services; and

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

1. Scope of Work:

    1.1 General: Contractor shall provide the services generally described as ***On-Call Tree Trimming and Removal: Routine and Emergency Services***, as more specifically identified in the Scope of Work, attached hereto as *Exhibit A* (the "Services").

    1.2 Per On-Call Task Order: The Contract is for On-Call Services which shall be documented through an "On-Call Task Order". Each invoice prepared to perform work under the Contract shall serve as a separate On-Call Task Order, shall comply with the requirements of Section 5, and also contain the following information:

        1.2.1 Be prepared on corporate letterhead.
        1.2.2 The date the invoice was prepared.
        1.2.3 The date the service was performed and the location.
        1.2.4 A detailed description of work including labor and materials.

2. Term and Renewal:

    2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

    2.2 Renewal: The Contract may be renewed for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

    2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Termination & Cancellation Clauses.

    3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

    3.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

3.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

4. Compensation:

4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred fifty five thousand dollars and zero cents ($155,000.00) annually**, including fees and taxes. The City reserves the right to contract with multiple vendors to perform the work described under this Contract and does not promise to pay Contractor the entire Compensation amount.

4.2 Price: Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor, provide to the City the services at the prices in the Fee Schedule, attached hereto as ***Exhibit B***.

4.3 Price Adjustments: Price adjustments may be negotiated, annually, on the execution date, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

4.4 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

5. Invoicing and Payment after Delivery:

5.1 Payment: Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

5.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

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

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 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.

6.3 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.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Cooperative Use: The Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to provide the services identified on the Quote to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

8. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A "change order" is not a sufficient mechanism for amending the Contract.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Insurance:

10.1 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.

10.2 Coverage: 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.

10.2.1 Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
10.2.2 Umbrella Coverage	$2,000,000

10.2.3 Automobile Liability

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

10.2.4 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

10.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

10.3.1 Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

10.3.2 Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

10.3.3 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.

10.3.4 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.

10.3.5 Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

10.3.6 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.

11. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

12. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

13. 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

14. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

17. 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.

18. Warranty: All work shall be of good quality and free of defects, and performed in a diligent and professional manner. Contractor warrants all work for a period of one (1) year following final acceptance by the City. This warranty shall survive termination or expiration of the Contract.

19. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Neil Chapman
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Neil.chapman@flagstaffaz.gov

To Contractor:
Colin Challifour
C's Trees Service
6650 W. Suzette Dr.
Flagstaff, AZ 86001
ColinChallifour@gmail.com

To the City:
Patrick O'Connor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
poconnor@flagstaffaz.gov

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

CONTRACTOR:	CITY OF FLAGSTAFF
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 23, 2026

Exhibit A

Scope of Work

The services required include, but are not limited to:

1. Tree Removal and Disposal

- The contractor shall remove designated trees (alive or dead) within City-managed properties. This includes felling the trees safely, removing all trunks, limbs, and branches, and ensuring no damage occurs to surrounding infrastructure (e.g., utilities, roads, sidewalks, buildings).
- Stump Removal: All stumps must be either ground down to at least 8 inches below grade or removed entirely, based on specific instructions. If a stump is not to be ground, it must be cut flush to the ground. Any resulting holes must be backfilled with topsoil, graded, and compacted to prevent settlement.
- All debris, including brush and wood chips, must be removed from the site, and disposed of in compliance with local, state, and federal regulations.
- Tree removal shall be completed within seven (7) working days of notification from the City unless otherwise specified for emergency services.

2. Slash Pile Specifications

- The contractor may be requested to construct slash piles on-site.
    - All stems and slash created by this thinning treatment will be hand piled.
    - Construct piles with a minimum height of 7 feet and minimum diameter of 7 feet.
    - Individual pieces of slash shall protrude no more than 3 feet from the pile.
    - Outside of cultural resource priority areas, construct piles in open areas. Within cultural resource priority areas, piles may only be constructed in approved locations. A PDF map of cultural resource priority areas will be provided to the selected contractor.
    - Do not place slash piles within 6 feet of any live tree and not under any live canopy.
    - Do not construct piles within 20 feet of any approved system trails.
    - Do not construct piles on top of down logs or stumps.

3. Tree Trimming and Pruning

- The contractor shall prune trees as designated by the City, ensuring the removal of all dead, diseased, or broken branches that pose safety hazards or impact infrastructure.
- Pruning Standards: Cuts must be clean, smooth, and made close to the trunk or parent limb without damaging the branch collar. Larger branches shall be removed using proper arboricultural practices such as the three-cut (jump-cut) method to avoid tearing the bark.
- All pruned branches, debris, and cuttings must be removed from the site and properly disposed of.
- Aerial Lift or Climbing Harnesses: Contractors must use appropriate equipment (aerial lifts, climbing harnesses, etc.) to ensure worker safety while performing tree trimming tasks.

4. Emergency Tree Services

- The contractor shall provide **on-call emergency services** 24/7 for urgent tree-related issues, such as storm damage, fallen trees obstructing roadways, or trees posing immediate threats to public safety or infrastructure.

5. Site Protection and Restoration

- The contractor is responsible for ensuring that no damage occurs to sidewalks, roads, curbs, utilities, or any other infrastructure during tree removal or trimming activities. Any damage caused by the contractor's operations must be repaired at the contractor's expense and to the satisfaction of the City.
- The contractor must take special care not to disturb underground utilities, water lines, or drainage systems. Coordination with utility providers is required prior to commencing any work that may impact these services.
- All work areas must be restored to their original condition upon completion of the project. This includes the removal of debris, sweeping of streets and sidewalks, and ensuring that any disturbed ground is properly backfilled and leveled.

6. Stump Grinding and Backfilling

- **Stump Grinding**: The contractor must grind stumps to a minimum depth of 8 inches below the surrounding grade. If roots or raised areas from the root flare remain, they must also be ground or leveled to match the adjacent ground.
- **Backfilling**: Holes from stump grinding must be backfilled with high-quality topsoil, free from debris, and compacted to prevent settlement. The contractor is responsible for providing the necessary topsoil.
- **Site Safety**: Stump grinding sites must be properly barricaded if not backfilled on the same day to prevent safety hazards.

7. Traffic Control and Safety

- The contractor is responsible for maintaining a safe work zone and controlling pedestrian and vehicular traffic as necessary during tree removal and trimming operations.
- Proper signage, cones, barriers, and other traffic control measures must be used in accordance with local safety regulations.
- The contractor must ensure that all work areas are safe and clear of hazards at the end of each workday. No partially cut or unstable trees may be left standing overnight.

8. Tree Removal and Disposal Requirements

Chipping and Mulching (Preferred Option Where Feasible)

- All trimmed branches, limbs, and woody debris under 12 inches in diameter may be chipped or mulched on-site.
- Chipped/mulched materials may be left on-site, depending on direction from the requesting department or project manager. Specific locations for mulch delivery or spread may be provided, but there is no requirement to remove mulch or specify a destination unless directed by the City.

Material Sensitivity and Safety

  - Mulch shall not be placed in locations that may increase wildfire risk (e.g., areas with high ember exposure potential).
  - The City retains discretion to determine where mulch may or may not be placed.

Large Debris

  - Logs and stumps too large to chip may be cut into manageable pieces and left on-site or disposed of per City direction.

Off-Site Diversion (As Needed)

- If mulching on-site is not feasible, the City may direct the Contractor to deliver materials to local composting or recycling facilities.
- The City may, but is not required to, request documentation of disposal locations.

9. Additional Requirements:

1. **Coordination with Utilities**: The contractor must confirm the location of all utilities (above and below ground) before beginning any work, particularly for stump grinding and root removal near utility lines.
2. **Completion Timelines**: All non-emergency work must be completed within five (5) working days of receiving notification, or on the agreed-upon timeline with the designated City Project Manager. Emergency services must be completed within twelve (12) hours unless otherwise specified by the City.
3. **Disposal of Debris**: All debris, including branches, trunks, and chips, must be removed from the worksite by the contractor. The City does not permit leaving wood for public collection.

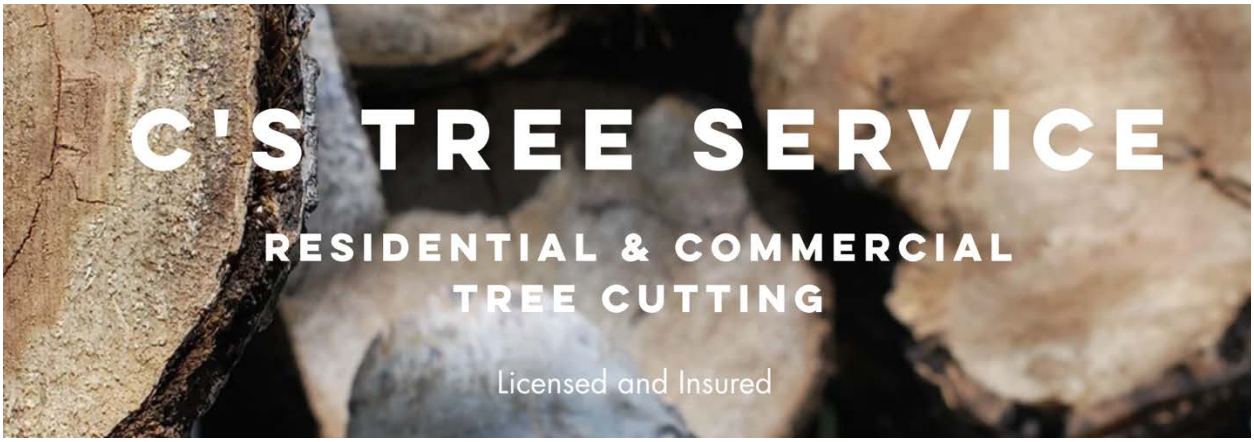
Exhibit B
Fee Schedule & Emergency Services Statement

Service/Equipment Description	Unit (Hour/Each/Tree/Mile)	Unit Rate ($)	Notes/Limitations
Full Tree Removal	*Hourly Rate*	1-person crew with truck and trailer: $148.00 per hour. / 1-person crew with truck and chipper: $185.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Tree Cutting/Slash Pile Building	*Hourly Rate*	1-person crew with all equipment needed to complete tree work/slash pile building: $110.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Tree Cutting/Slash Pile Removal	*Hourly Rate*	1-person crew with truck and trailer: $148.00 per hour. / 1-person crew with truck and chipper: $185.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Hazard Tree/Limb Trimming Near Utilities	*Per Hour*	1-person climbing: $125.00/per hour./ 1-person with 40' boom: $185.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Emergency Tree Removai	*Per Hour*	1-person crew flat rate with all equipment: $225.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Stump Grinding	*Per Hour*	1-person crew with sptump grinder: $160.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Chipping & Debris Hauling (without tree cutting)	*Per load or hour*	1-person crew with truck and trailer: $148.00 per hour. / 1-person crew with truck and chipper: $185.00 per hour.	Site assessment before commitment. Pricing can always be subject to change.
Traffic Control Services	*Per hour or per setup*	1-person crew: $110.00 per hour.	Limited supplies/size considerations.
Certified Arborist Consulting	*Per hour*	1-person crew: $110.00 per hour.	
Bucket Truck (40'/60'/75')	*Per day*	1-person crew with 40' portable boom: $185.00 per hour. (Not a boom truck).	10x10 foot pad needed to set up.
Crane Operation	*Per day*	N/A at this moment. Have experience in this area but not set up to operate at this point in time. Subject to change.	

Describe approach/factors considered when quoting Emergency services in a separate attached memo (no page # requirement)

**Specialized Services to be quoted by Contractor and evaluated and accepted by City Project Manager*

	Date
Validity period for submitted rates	



MEMO

TO: Teddy Callan
FROM: Colin Challifour/C's Tree Service, LLC
DATE: 10-29-2025
SUBJECT: Approach/Factors considered when quoting emergency services.

When it comes to emergency response, we need to look at several factors that can have an influence on the outcome of that response to that emergency. I will list several factors that come into consideration.

- Immediate hazards to city infrastructure, residential or commercial structures or private property.
- Terrain in which person and equipment will be operating in.
- Day time vs Night time emergency operations.
- Operating within high powered utility lines. (Electric, Gas, Water, etc.)
- Operating in a road way with moving traffic.
- Size of job. Size of debris to me removed. Right equipment to complete the necessary work load.
- Equipment needed and access.
- Does the city have nearby resources that could help with emergency operations.
- Where are my resources located in location to emergency operations taking place.

All these factors plus more as new factors will always present themselves are considered when quoting for emergency services.

Respectfully,

Colin
C's Tree Service, LLC
Licensed and Insured

Exhibit B.2

GENERAL SERVICES PURCHASE CONTRACT
ON-CALL TREE TRIMMING AND REMOVAL
Contract No. 2026-07

This Contract is entered into this _____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and West Coast Arborists, Inc., a California C Corporation ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide certain services; and

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

1. Scope of Work:

    1.1 General: Contractor shall provide the services generally described as ***On-Call Tree Trimming and Removal: Routine and Emergency Services***, as more specifically identified in the Scope of Work, attached hereto as *Exhibit A* (the "Services").

    1.2 Per On-Call Task Order: The Contract is for On-Call Services which shall be documented through an "On-Call Task Order". Each invoice prepared to perform work under the Contract shall serve as a separate On-Call Task Order, shall comply with the requirements of Section 5, and also contain the following information:

        1.2.1 Be prepared on corporate letterhead.
        1.2.2 The date the invoice was prepared.
        1.2.3 The date the service was performed and the location.
        1.2.4 A detailed description of work including labor and materials.

2. Term and Renewal:

    2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.

    2.2 Renewal: The Contract may be renewed for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

    2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Termination & Cancellation Clauses.

    3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

    3.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

3.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

4. Compensation:

4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred fifty five thousand dollars and zero cents ($155,000.00) annually**, including fees and taxes. The City reserves the right to contract with multiple vendors to perform the work described under this Contract and does not promise to pay Contractor the entire Compensation amount.

4.2 Price: Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor, provide to the City the services at the prices in the Fee Schedule, attached hereto as ***Exhibit B***.

4.3 Price Adjustments: Price adjustments may be negotiated, annually, on the execution date, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

4.4 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

5. Invoicing and Payment after Delivery:

5.1 Payment: Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

5.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

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

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 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.

6.3 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.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Cooperative Use: The Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to provide the services identified on the Quote to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

8. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A "change order" is not a sufficient mechanism for amending the Contract.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Insurance:

10.1 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.

10.2 Coverage: 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.

10.2.1 Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
10.2.2 Umbrella Coverage	$2,000,000

10.2.3 Automobile Liability

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

10.2.4 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

10.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

10.3.1 Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

10.3.2 Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

10.3.3 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.

10.3.4 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.

10.3.5 Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

10.3.6 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.

11. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

12. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

13. 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, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.

14. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

17. 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.

18. Warranty: All work shall be of good quality and free of defects, and performed in a diligent and professional manner. Contractor warrants all work for a period of one (1) year following final acceptance by the City. This warranty shall survive termination or expiration of the Contract.

19. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Neil Chapman
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Neil.chapman@flagstaffaz.gov

To Contractor:
Victor Gonzalez
West Coast Arborists, Inc.
Glendale, AZ 85301
vgonzalez@wcainc.com
714-991-1900 ext. 153

To the City:
Patrick O'Connor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
poconnor@flagstaffaz.gov

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

CONTRACTOR:	CITY OF FLAGSTAFF
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 23, 2026

Exhibit A

Scope of Work

The services required include, but are not limited to:

1. Tree Removal and Disposal

- The contractor shall remove designated trees (alive or dead) within City-managed properties. This includes felling the trees safely, removing all trunks, limbs, and branches, and ensuring no damage occurs to surrounding infrastructure (e.g., utilities, roads, sidewalks, buildings).
- Stump Removal: All stumps must be either ground down to at least 8 inches below grade or removed entirely, based on specific instructions. If a stump is not to be ground, it must be cut flush to the ground. Any resulting holes must be backfilled with topsoil, graded, and compacted to prevent settlement.
- All debris, including brush and wood chips, must be removed from the site, and disposed of in compliance with local, state, and federal regulations.
- Tree removal shall be completed within seven (7) working days of notification from the City unless otherwise specified for emergency services.

2. Slash Pile Specifications

- The contractor may be requested to construct slash piles on-site.
    - All stems and slash created by this thinning treatment will be hand piled.
    - Construct piles with a minimum height of 7 feet and minimum diameter of 7 feet.
    - Individual pieces of slash shall protrude no more than 3 feet from the pile.
    - Outside of cultural resource priority areas, construct piles in open areas. Within cultural resource priority areas, piles may only be constructed in approved locations. A PDF map of cultural resource priority areas will be provided to the selected contractor.
    - Do not place slash piles within 6 feet of any live tree and not under any live canopy.
    - Do not construct piles within 20 feet of any approved system trails.
    - Do not construct piles on top of down logs or stumps.

3. Tree Trimming and Pruning

- The contractor shall prune trees as designated by the City, ensuring the removal of all dead, diseased, or broken branches that pose safety hazards or impact infrastructure.
- Pruning Standards: Cuts must be clean, smooth, and made close to the trunk or parent limb without damaging the branch collar. Larger branches shall be removed using proper arboricultural practices such as the three-cut (jump-cut) method to avoid tearing the bark.
- All pruned branches, debris, and cuttings must be removed from the site and properly disposed of.
- Aerial Lift or Climbing Harnesses: Contractors must use appropriate equipment (aerial lifts, climbing harnesses, etc.) to ensure worker safety while performing tree trimming tasks.

4. Emergency Tree Services

- The contractor shall provide **on-call emergency services** 24/7 for urgent tree-related issues, such as storm damage, fallen trees obstructing roadways, or trees posing immediate threats to public safety or infrastructure.

5. Site Protection and Restoration

- The contractor is responsible for ensuring that no damage occurs to sidewalks, roads, curbs, utilities, or any other infrastructure during tree removal or trimming activities. Any damage caused by the contractor's operations must be repaired at the contractor's expense and to the satisfaction of the City.
- The contractor must take special care not to disturb underground utilities, water lines, or drainage systems. Coordination with utility providers is required prior to commencing any work that may impact these services.
- All work areas must be restored to their original condition upon completion of the project. This includes the removal of debris, sweeping of streets and sidewalks, and ensuring that any disturbed ground is properly backfilled and leveled.

6. Stump Grinding and Backfilling

- **Stump Grinding**: The contractor must grind stumps to a minimum depth of 8 inches below the surrounding grade. If roots or raised areas from the root flare remain, they must also be ground or leveled to match the adjacent ground.
- **Backfilling**: Holes from stump grinding must be backfilled with high-quality topsoil, free from debris, and compacted to prevent settlement. The contractor is responsible for providing the necessary topsoil.
- **Site Safety**: Stump grinding sites must be properly barricaded if not backfilled on the same day to prevent safety hazards.

7. Traffic Control and Safety

- The contractor is responsible for maintaining a safe work zone and controlling pedestrian and vehicular traffic as necessary during tree removal and trimming operations.
- Proper signage, cones, barriers, and other traffic control measures must be used in accordance with local safety regulations.
- The contractor must ensure that all work areas are safe and clear of hazards at the end of each workday. No partially cut or unstable trees may be left standing overnight.

8. Tree Removal and Disposal Requirements

Chipping and Mulching (Preferred Option Where Feasible)

- All trimmed branches, limbs, and woody debris under 12 inches in diameter may be chipped or mulched on-site.
- Chipped/mulched materials may be left on-site, depending on direction from the requesting department or project manager. Specific locations for mulch delivery or spread may be provided, but there is no requirement to remove mulch or specify a destination unless directed by the City.

Material Sensitivity and Safety

  - Mulch shall not be placed in locations that may increase wildfire risk (e.g., areas with high ember exposure potential).
  - The City retains discretion to determine where mulch may or may not be placed.

Large Debris

  - Logs and stumps too large to chip may be cut into manageable pieces and left on-site or disposed of per City direction.

Off-Site Diversion (As Needed)

- If mulching on-site is not feasible, the City may direct the Contractor to deliver materials to local composting or recycling facilities.
- The City may, but is not required to, request documentation of disposal locations.

9. Additional Requirements:

1. **Coordination with Utilities**: The contractor must confirm the location of all utilities (above and below ground) before beginning any work, particularly for stump grinding and root removal near utility lines.
2. **Completion Timelines**: All non-emergency work must be completed within five (5) working days of receiving notification, or on the agreed-upon timeline with the designated City Project Manager. Emergency services must be completed within twelve (12) hours unless otherwise specified by the City.
3. **Disposal of Debris**: All debris, including branches, trunks, and chips, must be removed from the worksite by the contractor. The City does not permit leaving wood for public collection.

Exhibit B
Fee Schedule & Emergency Services Statement

Service/Equipment Description	Unit (Hour/Each/Tree/Mile)	Unit Rate ($)	Notes/Limitations
Full Tree Removal	*Hourly Rate*	$94	per man hour, typically 4-5 man crew
Tree Cutting/Slash Pile Building	*Hourly Rate*	$94	per man hour, typically 3 man crew
Tree Cutting/Slash Pile Removal	*Hourly Rate*	$94	per man hour, typically 3 man crew
Hazard Tree/Limb Trimming Near Utilities	*Per Hour*	$94	per man hour, typically 3 man crew
Emergency Tree Removai	*Per Hour*	$139	per man hour, typically 3 - 5 man crew
Stump Grinding	*Per Hour*	$94	per man hour, typically 3 man crew
Chipping & Debris Hauling (without tree cutting)	*Per load or hour*	$94	per man hour, typically 3 man crew
Traffic Control Services	*Per hour or per setup*	$194	per hour
Certified Arborist Consulting	*Per hour*	$169	per hour
Bucket Truck (40'/60'/75')	*Per day*	INCL.	Included with crew
Crane Operation	*Per day*	$1,600	Based upon 35 ton crane.

Describe approach/factors considered when quoting Emergency services in a separate attached memo (no page # requirement)	*See attached Emergency Approach and Factors.*
**Specialized Services to be quoted by Contractor and evaluated and accepted by City Project Manager*	*GPS Tree Inventory, Canopy Coverage analysis*

	Date
Validity period for submitted rates	11/01/25 through 10/31/26

Our approach to emergency tree service response is grounded in safety, coordination, and prioritization. The following outlines the key factors and procedures we follow when assessing and quoting emergency tree work:

1. Safety First

Our primary focus is the safety of the public, first responders, and our crews. Upon arrival, crews evaluate the site for immediate hazards, including but not limited to:

- Downed or energized utilities (power, communication, etc.)
- Structural instability or blocked access for emergency personnel
- Traffic hazards or compromised public pathways

Work does not begin until the site is confirmed safe to operate. When utilities are involved, we coordinate directly with the respective utility provider to ensure all lines are de-energized or confirmed non-functional before proceeding.

2. Site Assessment and Initial Mitigation

Once safety has been confirmed, crews focus on clearing the right-of-way to restore safe access for emergency vehicles and the public. If the incident occurs during regular working hours, we may proceed with full cleanup, leaving a stump in place if digging or grinding is required pending 811 clearance.

For **after-hours emergencies**, our crews will mitigate immediate hazards by clearing obstructions or stabilizing the site. The final cleanup or removal is typically completed the next morning once adequate daylight and equipment are available.

3. Prioritization of Emergencies

When multiple emergencies occur simultaneously, we prioritize based on the level of hazard and potential for additional damage:

1. **High Priority:** Trees or limbs obstructing roads, sidewalks, driveways, or creating an imminent hazard to structures, utilities, or public safety.
2. **Moderate Priority:** Trees or limbs posing potential future hazards but not currently obstructing access or causing damage.
3. **Low Priority:** Trees located within parks or open areas that do not obstruct public use or pose immediate threats.

Crews may be dispatched concurrently when multiple high-priority sites are identified, or emergencies may be addressed in order of severity and public impact.

4. Documentation and Quoting

All emergency service quotes consider:

- Crew and equipment mobilization time
- Site hazards and coordination needs (e.g., utility verification)
- Unscheduled work requiring rapid response is considered an emergency.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Wildland Fire Captain

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Grant Agreement: Approve the Grant Agreement with New Venture Fund to increase community capacity and awareness regarding wildfire resilience across both natural and built environments.

STAFF RECOMMENDED ACTION:

Staff recommends City Council approve a one-year agreement with the New Venture Fund in the amount of $249,578 and authorize the City Manager to execute the necessary documents.

Executive Summary:

Flagstaff is surrounded by peaks and canyons of the most sacred importance. Home to the largest continuous ponderosa pine forest in the world, this landscape and the indigenous communities have benefited from frequent fire for well over 15,000 years. Suppressing lightning ignitions and excluding cultural burning since the late 1800's has drastically transitioned the arrangement of forest fuels and increased community wildfire risk across northern Arizona.

First responders, scientists, land managers, and community planners accept that fire suppression, exclusion of indigenous stewardship, and community planning that does not recognize wildfire risk reduction science have had disastrous consequences for ecosystems and the human communities that depend on them. Catastrophic wildfire is by far the most significant risk facing the City of Flagstaff.

The Flagstaff Fire Department seeks to reduce wildfire risk by implementing a comprehensive wildfire resilience program based on the pre-fire ecosystem and pre-fire community strategies of the Gordon and Betty Moore Foundation's Wildfire Resilience Initiative. A foundational concept of this effort is the understanding that the health of the Flagstaff Community and the protection of watersheds and water infrastructure is linked to the health of the land.

A transformative, long-term, watershed and wildfire resilience program has roots in Flagstaff but requires additional capacity and access to new tools and networks. This grant agreement will build on Flagstaff's ongoing forest health efforts and community resilience commitment. The Project will leverage multiple existing initiatives and partnerships to meet the evolving needs of the Flagstaff community by providing a higher level of service.

Objective 1. Improved ecosystem health and ecosystem services provisioning are supported through appropriate fire regimes based on historical intervals, range of variability, management goals and in consideration of future ecological condition through stewardship and management actions that prioritize ecosystem health.

Objective 2: Prioritized, implemented, and well maintained network of fuels reduction treatments to disrupt fire pathways and prevent wildfire from entering and spreading in the built environment.

Objective 3: Reduction of structure-to-structure conflagration in developed WUI communities.

The Colorado River Sustainability Campaign (CRSC) is a project that is fiscally sponsored by the New Venture Fund. The New Venture Fund (NVF) is an incorporated nonprofit that provides such services to several projects.

The CRSC resides within it and is not separately incorporated. The CRSC operates with a unique mission and purpose, raises separate funds, and spends the money that is raised. NVF is the recipient of funds it raises separately. The NVF handles the CRSC accounting, compliance, payroll, contracting, and granting services. And because CRSC is a project residing at NVF, NVF legally holds CRSC contracts and grant agreements. When the CRSC contracts with someone, that contractor actually contracts with NVF. And when the CRSC makes a grant to a third party, the grant agreement is actually with the New Venture Fund.

The Gordon and Betty Moore Foundation funds the CRSC's work on wildfire resilience in the Colorado River Basin and has since 2023. It has increased its support to the CRSC to allow for broader engagement in the basin, which includes the opportunity to support the work of the Flagstaff Fire Department. The CRSC has approximately 15 similar funding relationships related to wildfire in the basin.

Financial Impact:
Project Name: Flagstaff Fire Department Wildfire Resilience Initiative
Cost: $249,578
Account Number Budgeted: 214-1-170-6397-0-xxxx
FY Budgeted Amount: $341,700
Grant Funded: $249,578
Funding Source: New Venture Fund

Policy Impact:
Funding supports current WFM programs, improves access to new risk modeling technology, and improves community-wide planning efforts.

Previous Council Decision or Community Discussion:
This agreement continues the wildland fire resilience partnership with the Gordon and Betty Moore Foundation that was initiated via a grant agreement that was approved by Council on May 21st, 2024.

Options and Alternatives to Recommended Action:
The City Council has the option not to approve this agreement.
This will delay implementation and could result in the potential loss of funding commitments.
The current Wildland Fire Management level of service would be negatively impacted as a current full-time position is funded via this long-term grant partnership.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives:

- High Performing Governance: Implement innovative local government programs
- Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
- Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
- Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:
Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and

processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

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

Connection to 10-Year Housing Plan:
3.2 Encourage neighborhoods, housing types, and building practices that increase health

Connection to Division Specific Plan:
Connection to FFD 2025 - 2028 Strategic Plan:

PERSONNEL AND PROCESS DEVELOPMENT
â€¢ Work to continuously improve communication
â€¢ Advance Community Risk Reduction measures

FUNDING
â€¢ Increase personnel

SERVICE LEVEL
â€¢ Increase firefighting staffing
â€¢ Increase outreach positions
â€¢ Reduce risks through Prevention and Wildfire Management efforts

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Attachments: Agreement

newventurefund

January 1, 2026

Joanne Keene
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001

RE: Grant No: NVF-CRCP-City of Flagstaff-Subgrant-029531-2026-01-01

Dear Joanne Keene,

The New Venture Fund is pleased to inform you that it has approved a grant to your organization in the amount of $249,578 through our Colorado River Sustainability Campaign. This grant is for the Grant Period January 17, 2026—March 30, 2027 and is subject to the terms and conditions contained in the enclosed Grant Agreement.

On behalf of the New Venture Fund, I would like to congratulate your organization on its valuable work and wish you great success in this endeavor.

Sincerely,

Lee Bodner
President

Enclosure

INSTRUCTIONS:
1. Please review and sign this form.
2. Return electronically to Jael Greene at jael.greene@sunflowerservicespbc.com, Caroline Martin at caroline.martin@sunflowerservicespbc.com and crsc@newventurefund.org.

NEW VENTURE FUND SUBGRANT AGREEMENT

GRANT NUMBER: *NVF-CRCP-City of Flagstaff-Subgrant-029531-2026-01-01*

DATED: January 1, 2026

The New Venture Fund ("NVF") and City of Flagstaff (the "Organization") hereby agree as follows:

I. **Legal Status.** Organization represents that it is a Government entity and that it is not a political organization as defined in Section 527 of the Internal Revenue Code. Organization shall notify NVF immediately of any anticipated or actual changes in its legal status.

II. **Grant Term.** This Grant Agreement (the "Agreement") shall be effective as of January 17, 2026 (the "Effective Date"), and shall continue through completion, no later than March 30, 2027 (the "Grant Period").

III. **Payment Terms.** NVF grants the Organization $249,578 (the "Grant") to be paid in one lump sum within 30 days of execution of this Agreement.

Grant funds must be fully expended during the Grant Period. All contracts and subgrants funded using Grant funds must be completed by the end of the Grant Period.

IV. **Grant Purpose.** The Grant may be used only for the following charitable, scientific, literary, religious or educational purposes: to fund the Organization's City of Flagstaff Fire Department Wildfire Resilience Initiative project (the "Project"), as described in the proposal that the Organization provided to NVF dated January 17, 2026, and attached hereto as Exhibit A.

V. **Lobbying and Voter Registration.** So that NVF may comply with United States tax laws and maintain its status as a tax-exempt public charity under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), it is understood that the Organization agrees to the following:

A. To use the Grant funds exclusively for charitable, scientific, literary, religious or educational activities consistent with NVF's tax-exempt status described above.

B. Not to use any funds from this Grant for lobbying activities, as described in Section 501(c)(3) of the Code.

C. Not to use any funds from this Grant to intervene in any election, to support or oppose any political party or candidate for public office.

D. To familiarize itself with the federal, state, local and foreign rules and regulations applicable to nonprofit organizations, including but not limited to, (1) lobbying rules under the Code and the Lobbying Disclosure Act ("LDA"), (2) Federal Election Commission ("FEC") rules, including those regarding "electioneering" communications, (3) rules governing political activities, (4) ethics rules applicable to interactions with Members of Congress and Executive Branch officials and entities like NVF that retain or employ lobbyists, and (5) any equivalent rules and regulations applicable to activities conducted in any state, local or foreign jurisdiction, and to obtain training as necessary. Basic lobbying compliance information is provided in Exhibit C. Organization will consult with legal counsel to determine how these rules and regulations apply and comply with all relevant restrictions and reporting requirements.

E. Not to use any funds to carry on, directly or indirectly, a voter registration drive.

F. The funds from this Grant are not traceable monies as defined in Ariz. Rev. Stat. § 16-971(18). Grantee will not directly or indirectly use or transfer any funds from this Grant for campaign media spending, as defined in Ariz. Rev. Stat. § 16-971(2), nor will Grantee use any funds from this Grant to pay for in-kind contributions to a third person to enable campaign media spending. This agreement does not affect Grantee's obligation to provide notice to New Venture Fund pursuant to Ariz. Rev. Stat. § 16-972.

VI. **Unspent Funds.** The Organization will return to NVF any portion of the Grant not expended or committed to be expended for the Project by the Grant Period end date. To request a no-cost extension of the grant term, the Organization must provide a written request, including reason and new requested end date, to NVF before the end date of the Grant Period. The Organization must receive an amendment to the Grant to expend funds beyond the Grant Period.

VII. **Reporting Requirements.**

A. The Organization shall provide NVF with a final report that is due to NVF on or before April 30, 2027.

The full report must include the following certification:

All City of Flagstaff activities conducted with the Grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code, and City of Flagstaff complied with all provisions and restrictions contained in this Agreement, including, for example and without limitation, those provisions relating to lobbying and political activity.

B. The Organization shall prepare the reports in accordance with the reporting guidelines attached hereto as Exhibit B.

VIII. **Separate Account.** The Organization is required to hold the Grant in an account that is used only for charitable, scientific, literary, religious or educational purposes. This segregation may be accomplished through the establishment of a separate general ledger account, fund or cost center, and need not be a separate bank account. The Organization is encouraged to use all interest earned on Grant funds to further the Project; however, a formal accounting of such income is not required.

IX. **Records.** Organization shall (i) maintain complete and accurate separate accounting for the Grant, detailing receipts and expenditures made under the Grant, and (ii) retain these records during the Grant Period and for at least four (4) years after receipt and acceptance of the final report. During this time, Organization shall make such records available to NVF (or its designated representatives) for inspection or audit at NVF's expense and on reasonable notice to Organization.

X. **Monitoring and Evaluation.** NVF may, at its expense and on reasonable notice to Organization, monitor and evaluate operations under this Grant. Such monitoring and evaluation may include on-site visits and/or discussions with Organization's personnel.

XI. **Publicity.** NVF shall include information regarding the Grant in its periodic public reports, and may include such information in press releases or other publicly available materials.

XII. **Additional Requirements.** Additionally, the Organization agrees:

A. To comply with all applicable laws or regulations in any jurisdiction in which it conducts activities.

B. If the Organization's project involves providing services to, interacting with, or communicating with minors, (a) to comply with all applicable laws regarding reporting of child abuse or neglect, (b) to implement child protection policies as required by law and industry best practices, and as outlined in its proposal and/or Exhibit A, and (c) to notify NVF immediately in writing of any material changes to its child protection policies.

C. To cooperate with NVF in supplying any additional information or complying with any procedures that any governmental agency might require for NVF to establish that it has observed all requirements of the law with respect to this Grant.

D. To notify NVF immediately of any anticipated or actual changes in the president, executive director or other key personnel identified in the Grant proposal, award letter or this Grant Agreement, or of any anticipated or actual merger, consolidation, sale or transfer of all or substantially all of the Organization's assets. The Organization acknowledges that these changes may trigger NVF's review and reassessment of the Organization's ability to meet the purposes of the Grant. Such review may lead to additional grant provisions or other limitations for unexpended funds.

E. Not to use NVF's name in any report or other document prepared for distribution outside of the Organization, either in printed or electronic form, with the exception of listing NVF along with other donors in an annual report or Grant application.

F. Not to disclose the name of or any information concerning the funder of any NVF project without the explicit written consent of both the relevant funder and NVF.

G. To make any data, research, knowledge and other information developed with these Grant funds freely available to NVF. Organization hereby grants to NVF a perpetual, worldwide right and license to use, publish, distribute, reproduce, copy and modify any intellectual property developed with the Grant funds for non-commercial purposes. At NVF's request, the Organization agrees to execute all necessary or appropriate documents and take all other reasonable steps to document or formalize such rights in these materials.

H. To use any revenue realized by the Organization from sales or licenses of the intellectual property created or developed with the Grant funds exclusively for the Project or for

educational and charitable purposes, and to ensure that such revenue does not inure to the personal benefit of individual(s) or noncharitable entities.

I. Not to engage in intentionally deceptive practices that spread misinformation;

J. Not to denigrate, discriminate against or encourage others to denigrate or discriminate against any person or group based on factors including, but not limited to, race, nationality, age, religion, mental or physical ability, gender, sex or sexual orientation.

K. Not to regrant any of the Grant funds without NVF's explicit prior approval.

XIII. **Representations and Warranties.** NVF unconditionally condemns violence in all forms. The Organization shall not engage in, support, or promote acts of violence in any way. In addition, the Organization hereby represents and warrants that Grant funds will be used in compliance with this principle at all times, and in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001, as amended. The Organization agrees that it is not, and does not employ or associate with, and is not owned, controlled by, or acting for or on behalf of, and that it will take all reasonable steps to ensure that no person or entity expected to receive funds in connection with this Grant is, (1) a "suspected terrorist" as defined in Executive Order 13224; (2) a person that is on the Specially Designated Nationals List maintained by the Treasury Department's Office of Foreign Assets Control; or (3) a person with whom NVF is prohibited from doing business with under any anti-terrorism laws of the United States. The Organization will use reasonable efforts to ensure that it does not support or promote in any way violence, terrorist activity or related training, or money laundering. The Organization represents that none of the activities financed by this Grant violate U.S. laws that prohibit corrupt payments to foreign officials for the purpose of obtaining or keeping business, and acknowledges that the NVF has not authorized any activity that would constitute such corrupt payments. The Organization will use reasonable efforts to ensure that Grant funds are not used to make corrupt payments to foreign officials for the purpose of obtaining or keeping business.

XIV. **Right to Modify or Discontinue Funding.**

A. NVF reserves the right to discontinue funding of the Grant and terminate this Agreement at any time if NVF determines, in its sole discretion, that: (i) it is not satisfied with the progress of the Grant or the content of any written report, (ii) Grant funds are not being used by Organization in an effective and efficient manner to further the Grant's purpose, (iii) there is any anticipated or actual changes in the president, executive director or other key personnel, (iv) Organization fails to follow industry best practices, including any applicable child protection policies, or (v) Organization has otherwise failed to comply with the terms of this Agreement.

B. In the event that NVF makes any such determination, NVF shall have the right to (i) discontinue any further payments to Organization and/or (ii) direct Organization to repay to NVF any Grant funds not used in accordance with this Agreement. NVF reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any law or regulation applicable to this Grant or to protect and maintain NVF's tax-exempt status under Section 501(c)(3) of the Code.

XV. **Budget Revisions.** Organization must submit a request for a revision to the Project budget under the following conditions:

A. For grants of less than three hundred thousand dollars ($300,000), Organization must seek prior written approval from NVF for (i) any Project budget revision that involves moving funds to a previously unfunded line item, or (ii) any Project budget revision that results in a variance of twenty-five percent (25%) or more of any line item.
B. For grants of three hundred thousand dollars ($300,000) or more, Organization must seek prior written approval from NVF for (i) any Project budget revision that involves moving funds to a previously unfunded line item, or (ii) any Project budget revision that results in a variance of ten percent (10%) or more of any line item.
C. Budget Revision requests should detail the original Project budget, requested new budget and variance with explanation.

XVI. **Release and Indemnity.** To the fullest extent permitted by law, Organization shall release, indemnify, defend and hold harmless NVF and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Organization or any Organization director, officer, employee or agent in connection with this Grant or the Project, except to the extent resulting from the negligent or wrongful acts or omissions of NVF.

XVII. **Human Subject Research.** If the Grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

XVIII. **No Waiver.** Failure by either party to require the other party's performance under any provision of this Agreement shall in no way affect such party's right to require full performance under that or any other provision at any time thereafter. In addition, a party's waiver of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision, or constitute a waiver of the provision itself.

XIX. **Entire Agreement.** This Agreement (a) constitutes the entire understanding of NVF and the Organization with respect to the subject matter herein, and supersedes all prior agreements and understandings, whether oral or written; (b) is made exclusively with the Organization and may not be transferred or assigned to any other organization or person without NVF's prior written approval; and (c) may be amended or modified only by a mutual written agreement between the parties.

XX. **Notices.** All notices and other communications under this Agreement shall be in writing, and shall be deemed duly given (a) on the date sent by e-mail if sent during normal business hours of the recipient during a business day, and on the next business day if sent after normal business hours of the recipient, (b) if sent via a nationally recognized overnight courier service (delivery

receipt requested), with charges paid by the mailing party, on the later of (i) the first business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (c) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party receiving the notice or communication.

All notices and other communications shall be sent to the following addresses, or such other addresses as the parties may designate from time to time by notice in accordance with this Section XX:

To New Venture Fund:
Jael Greene
crsc@newventurefund.org
1828 L Street, NW, Suite 400-A
Washington, D.C. 20036

To City of Flagstaff:
Joanne Keene
hunter.kiessling@flagstaffaz.gov
211 W. Aspen Avenue
Flagstaff, Arizona 86001

XXI. **Governing Law.** This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the District of Columbia.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Agreed to and accepted on behalf of City of Flagstaff:

{{Sig_es_:signer2:signature}} {{Dte_es_:signer2:date}}

_____ _____

Signature Date

Name: {{N_es_:signer2:fullname}} Title: {{Ttl_es_:signer2:title}}

Agreed to and accepted on behalf of the New Venture Fund:

{{Sig_es_:signer1:signature}} {{Dte_es_:signer1:date}}

_____ _____

Signature Date

Name: {{N_es_:signer1:fullname}} Title: {{Ttl_es_:signer1:title}}

EXHIBIT A- PROPOSAL AND BUDGET

GENERAL INFORMATION

Organization	City of Flagstaff	**Start Date**	January 17, 2026
Primary Contact	Hunter Kiessling	**End Date**	March 30, 2027
Primary Contact Title	Grants and Contracts Specialist	**Requested Amount**	$249, 578.00
Primary Contact Email	hunter.kiessling@flagstaffaz.gov	**Direct Lobbying Amount**	0
Signatory Contact	Joanne Keene joanne.keene@flagstaffaz.gov	**Grassroots Lobbying Amount**	0

Proposal Title
City of Flagstaff Fire Department Wildfire Resilience Initiative

Purpose
The Flagstaff Fire Department seeks to reduce wildfire risk by implementing a comprehensive wildfire resilience program based on the pre-fire ecosystem and pre-fire community strategies of the Gordon and Betty Moore Foundation's Wildfire Resilience Initiative

APPLICATION QUESTIONS

Please describe your organization's mission
The mission of the City of Flagstaff is to protect and enhance the quality of life for all. The mission of the City of Flagstaff Fire Department is to provide exceptional customer service to the community, visitors, and surrounding region.

List your organization's website
https://www.flagstaff.az.gov/132/Wildland-Fire-Management

If you have not uploaded a current 990, please list key organization and project staff, as well as the current board of directors.

Please summarize your grant project in three to five sentences.

If a portion of this grant may be used to fund or engage in state ballot measure advocacy, please provide additional information on the specific nature of the activities and intended outcome

Do you intend to regrant any of the funding you receive through this grant?

What is the full name and email address of the authorized signatory of this grant?

Will this grant be used to support work with minors (individuals under age 18)?

Please describe your organization's mission
The mission of the City of Flagstaff is to protect and enhance the quality of life for all. The mission of the City of Flagstaff Fire Department is to provide exceptional customer service to the community, visitors, and surrounding region.

List your organization's website
https://www.flagstaff.az.gov/132/Wildland-Fire-Management

If you have not uploaded a current 990, please list key organization and project staff, as well as the current board of directors.
Per Rev. Proc 95-48, government entities are not required to file Form 990

We have been informed that filing our NVF EFT form post-application is adequate.

Key organization, project staff, and board of directors included in Budget Book attachment.

Please summarize your grant project in three to five sentences.
The Flagstaff Fire Department seeks to reduce wildfire risk by implementing a comprehensive wildfire resilience program based on the pre-fire ecosystem and pre-fire community strategies of the Gordon and Betty Moore Foundation's Wildfire Resilience Initiative. A transformative, long-term, watershed and wildfire resilience program has roots in Flagstaff but requires additional capacity and access to new tools and networks. This proposal will support fuels reduction treatments to disrupt fire pathways and prevent structure-to-structure conflagration. This effort will leverage multiple existing initiatives and partnerships to meet the evolving needs of the Flagstaff community by providing a higher level of service.

If a portion of this grant may be used to fund or engage in state ballot measure advocacy, please provide additional information on the specific nature of the activities and intended outcome
N/A

Do you intend to regrant any of the funding you receive through this grant?
No

What is the full name and email address of the authorized signatory of this grant?

Joanne Keene
joanne.keene@flagstaffaz.gov

Will this grant be used to support work with minors (individuals under age 18)?
No

City of Flagstaff Fire Department
Wildfire Resilience Initiative
SPARK Workplan

June 2025



THE CHALLENGE

Flagstaff is surrounded by peaks and canyons of the most sacred importance. Home to the largest continuous ponderosa pine forest in the world, this landscape and the indigenous communities, benefited from frequent fire for well over 15,000 years. Suppressing lightning ignitions and excluding cultural burning since the late 1800's has drastically transitioned the arrangement of forest fuels and increased community wildfire risk across northern Arizona.

Scientists and land managers accept that fire suppression and exclusion of indigenous stewardship have had disastrous consequence for ecosystems and the human communities that depend on them, turning environmental assets into liabilities. Catastrophic wildfire is by far the most significant risk facing the City of Flagstaff.



Top: 1875 taken by Timothy O'Sullivan. Middle: 2004 taken by Neil Weintraub. Bottom: 2022 taken by John Vancat

THE OPPORTUNITY

The Greater Flagstaff Region (GFR) seeks to reduce wildfire risk by implementing a comprehensive wildfire resilience program based on the pre-fire ecosystem and pre-fire community strategies of the Gordon and Betty Moore Foundation's Wildfire Resilience Initiative. A foundational concept of this effort is the understanding that the health of the GFR and the protection of watersheds and water infrastructure is linked to the health of the land.

A transformative, long-term, watershed and wildfire resilience program has roots in Flagstaff but requires additional capacity and access to new tools and networks. This proposal will build

on Flagstaff's ongoing forest health efforts, carbon neutrality goals, and community resilience commitment. The Project will leverage multiple existing initiatives and partnerships to meet the evolving needs of the Flagstaff community by providing a higher level of service, especially to the most vulnerable community members.

COST AVOIDANCE OPPORTUNITY

This wildfire risk we face today is complex, but wildfire risk reduction solutions are not. Increasing the pace and scale of stewardship across both the natural and the built environment will reduce wildfire risk and support long term watershed health and infrastructure resilience in the face of a changing climate. The complexity is not due to the unknown effectiveness of available options, but due to human and community factors of collaboration, prioritization, communication, and education.

The benefits of wildfire risk reduction projects like the Flagstaff Watershed Protection Project (FWPP), the Four Forest Restoration Initiative (4FRI), and the Greater Flagstaff Region Community Wildfire Protection Plan (GFR CWPP) are significant. Research shows in high wildfire risk areas like northern AZ, forest restoration funding sees an estimated $7 return for every $1 invested. We can point to billion-dollar cost avoidance studies for FWPP alone.

All the communities within the Greater Flagstaff Region utilize locally sourced surface and ground water. All surface water in the Region eventually flows into the Colorado River. Priority HUC 8 watersheds in the GFR include Canyon Diablo (Rio de Flag to Little Colorado River to Colorado River) and Upper Verde (Oak Creek to Verde River to Salt River to Gila River to Colorado River). The Flagstaff Watershed Protection Project was founded on the awareness of how wildfires severely impact Flagstaff's watersheds and water supply. The 2010 Schultz Fire, 2019 Museum Fire, and the 2022 Pipeline Fire all demonstrated how undesirable wildfires can increase erosion and the likelihood of flooding, contaminating surface water flows with ash, soil, and debris.

The City's surface water reservoir is fed by Walnut Creek, part of the Little Colorado River drainage. After a high-intensity fire, the Walnut Creek watershed soils could become hydrophobic and water-repellent, leading to rapid runoff that carries sediment and pollutants into the reservoir. This contamination will reduce storage capacity, damage treatment plants, and even render the water unusable, requiring costly emergency repairs and the development of new water sources. The 2014 Flagstaff Watershed Protection Project Cost Avoidance Study indicated undesirable wildfire impacts across the Dry Lake Hills portion of the Rio de Flag watershed, and the Mormon Mountain portion of the Walnut Creek Watershed, could account for $573M to $1.2B in recovery costs. The 2023 The True Cost of Wildfire on the San Francisco Peaks report indicates $535M to $2.8B in recovery costs for the Upper Rio de Flag watershed alone. The City's Inner Basin waterline, fed by springs and wells at the base of the Kachina Peaks Wilderness, has required over $25MM in repairs due to the Schultz and Pipeline fires.

While the cost of undesirable wildfire smoke impact to Flagstaff residents is not directly measured, we know there are unmeasured impacts to public health. Nationally, the public health costs of wildfire smoke are significant and rapidly growing, with economic impacts reaching hundreds of billions of dollars annually, specifically from exposure to fine particulate matter (PM2.5). Investments in air quality monitoring, indoor air filtration technology, and smoke mitigation based public education can reduce the short duration, low intensity smoke

impacts of beneficial fire. While these initiatives have proven results, we need to continue efforts to integrate all this work to better identify strengths, challenges, and opportunities.

THEORY OF CHANGE

The Flagstaff region has a nearly 30-year history of innovative solutions for implementing forest restoration treatments. Flagstaff is fortunate: our landscape needs align with a nature-based solution. Restoring the natural structure and pattern of the surrounding ponderosa pine and mixed conifer forests can allow the Greater Flagstaff Region to safely live with natural wildland fire. Fire adapted built environment concepts like science based defensible space and home hardening will increase the likelihood for private property and infrastructure to survive a natural wildland fire with minimal negative impacts, while mitigating the likelihood of built environment structure fires transitioning to natural environment vegetation fires.

The Flagstaff Watershed Protection Project was the nation's first municipal voter-approved bond that funded forest treatments on federal land. Since the voters approved that bond, the Region has effectively leveraged other local, state, and federal funding to stretch the dollars for forest health. The Four Forest Restoration Initiative, one of the original Collaborative Forest Landscape Restoration Program projects, has completed environmental compliance for wildfire resilience-based thinning and fire treatments across 2.4 million acres surrounding Flagstaff.

These efforts have targeted physical forest management while the City has struggled to leverage existing capacity to prioritize, implement, and maintain a network of fuels reduction treatments that disrupt fire pathways inside the community. Retrofitting existing built environment infrastructure and designing new wildfire resilient communities, is also a challenge. The lack of proactive messaging, limited available data, City building and vegetation codes that are misaligned, and rapid population growth, have all resulted in a community knowledge gap regarding the role of fire, what actions to take at the parcel level, and the trade-offs between desirable vs undesirable fire.

The Gordon and Betty Moore Foundation's Wildfire Resilience Initiative funding and the associated Learning Exchange Network are already creating positive changes in Flagstaff. This partnership has formed a transformational initiative that builds community capacity, increases awareness of the benefits of fire to forest health, increases community-wide smoke readiness, and increases understanding of wildfire resilience. The continuation of this project will add the necessary elements of new networks, robust planning, accessible education and communication, and the staff capacity needed to build resilience and improve community and forest health.



BUDGET DISCUSSION

The budget contains funding for a Wildfire, Climate, and Community Health Specialist, and the lease of a vehicle specifically for this position. This position is critical to the success of this project – without the Specialist, there is not adequate staff time to support the other components and programs of the proposed budget. The success of this work hinges on this staff person who can dedicate their time and professional expertise to resident-focused communications, relationship building, and partnerships. The Specialist will be responsible for the communications regime where we provide more timely, usable, and accessible information to the public.

The budget also includes support for existing staff time, training, and travel. The Wildland Fire Captain and the Wildland Community Risk Reduction Specialist are integral to this project. The Captain and Specialist support wildfire resilience efforts including community planning, wui code development, the Flagstaff Watershed Protection Project (FWPP), the Greater Flagstaff Forest Partnership (GFFP), existing prescribed burning planning and operations, and firewise assessments. These two positions will also be critical to the launch Community Wildfire Protection Plan update and transforming the City's communications and outreach work.

The budget includes funds to support parcel level assesment data collection and communications using the WUUII software package.

The work plan includes further structure vulnerability identification with the Colorado River Sustainably Campaign utilizing Dr Hussam Mahmoud's AGNI-NAR model. This modeling will inform how we implement the City of Flagstaff's first home hardening fund – a $100K FY26 commitment shared between the Flagstaff Fire Department and the Sustainability Division.

KEY STAKEHOLDERS

The Flagstaff Fire Department's Wildland Fire Management team and Sustainability Division are effective community collaborators. This project will also involve a great deal of local and regional partners. Key stakeholder groups include:

- City of Flagstaff, beyond the Fire Department and the Sustainability Division: Emergency Management Section, Parks, Recreation, Open Space and Events Division
- The Greater Flagstaff Forest Partnership (GFFP)
- Coconino County: Department of Health and Human Services, Emergency Management Department, Flood Control District
- The Arizona Department of Forestry and Fire Management (Rick Miller, Northern Arizona Fire Management Officer)
- U.S. Forest Service: Coconino National Forest (Aaron Mayville, Forest Supervisor, and Matt McGrath, Flagstaff District Ranger)
- All members of the Ponderosa Fire Advisory Council: Flagstaff Fire Department, Summit Fire and Medical District, Sedona Fire District, Highlands Fire District, Ponderosa Fire District, Pinewood Fire District, Mormon Lake Fire District, Coconino County Sheriff's Office, and Guardian Medical Transport. State partners include the Arizona Department of Forestry and Fire Management and the Arizona Department of Transportation. Federal partners include the Coconino & Kaibab National Forests, the Bureau of Indian Affairs, the Bureau of Land Management, and the National Park Service.
- Lowell Observatory (wildfire resilience implementation and communications partner)
- Community groups including:
    - Southside Community Association, Sunnyside Neighborhood Association, La Plaza Vieja Neighborhood Association, Flagstaff's three official neighborhood associations representing its historic neighborhoods serving communities of color.
    - Other less formally organized neighborhood groups, which will be contacted using neighborhood newsletters, Nextdoor, social media, word of mouth, and notices at community gathering locations.
- Educational institutions including:
    - Northern Arizona University: Ecological Restoration Institute, Climate Science and Solutions Program, and general outreach to students.
    - Coconino Community College students - outreach and partnership building
    - Flagstaff Unified School District K-12 students – outreach and partnership building
    - Willow Bend Environmental Education Center
    - Friends of Camp Colton

GRANT OUTCOMES

- Vulnerable neighborhoods in the Greater Flagstaff Region have been identified and are receiving resources from the Wildfire Resilient Homes Initiative
- Priority natural environment acres have reduced wildfire risk
- A comprehensive communications program has increased community resilience.

SECTION 1: Management Plan

Objective 1. Improved ecosystem health and ecosystem services provisioning are supported through appropriate fire regimes based on historical intervals, range of variability, management goals and in consideration of future ecological condition through stewardship and management actions that prioritize ecosystem health. Habitat characteristics are adaptively managed to promote ecosystem heterogeneity, connectivity, biological diversity, ecosystem services provisioning, and a mosaic of habitat types and successional stages on the landscape (as appropriate for the region), including habitats that naturally serve to disrupt wildland fire spread (e.g., wetlands, riparian areas). Natural processes and recovery potential persist or can adapt to allow for organisms to move/evolve unimpeded across habitat corridors and climate gradients.

Outputs
1.1: Implement treatments across priority areas, including commercial and non-commercial thinning, prescribed fire, and beneficial wildfire.

Objective 2: Prioritized, implemented, and well maintained network of fuels reduction treatments to disrupt fire pathways and prevent wildfire from entering and spreading in the built environment. Mitigated defense zones that are wide enough to moderate fire behavior, reduce ember production, and reduce fire intensity increasing success of suppression efforts.

Outputs
2.1: Expanded Resilient Forest Campaign focused on treatment, communication, and public engagement in the region to foster acceptance of forest health treatments and beneficial fire on public and private lands.
2.2: Increased City staff access to comprehensive Community Wildfire Risk Prevention, Preparedness, and Mitigation trainings and workshops.
2.3: Lessons integrated into the Greater Flagstaff Region Community Wildfire Protection Plan (CWPP) update.
2.4: Treatments planned that disrupt fire pathways inside and around Flagstaff Communities

Objective 3: Reduction of structure-to-structure conflagration in developed WUI communities. Structures hardened to resist and protect from wind-blown ember intrusion, radiant heat, direct flame impact, and adjacent unhardened structures. Implementation of 0–5 ft home ignition zone, also referred to as the noncombustible zone. Vegetation management within 100 feet of the building to reduce the availability of fuels, minimize wildfire spread and provide safe work area for firefighters. Hardened and fire-resistant homes in the highest priority areas. Implementation of community based defensible space programs designed to incentive actions.

3.1: Expanded homeowner education and engagement via the City of Flagstaff's Wildfire Resilient Home Initiative while utilizing parcel-level assessment technology.
3.2 Complete baseline vulnerability assessment for 2-3 communities in Greater Flagstaff region
3.3: Lessons captured and shared with statewide wildfire risk reduction collaborators (Greater Flagstaff Forests Partnership, Arizona Department of Forestry and Fire Management, Arizona Fire Chiefs Association, and AZ Dept of Insurance and Financial Institutions)

3.4: Work with City of Flagstaff Community Development staff to understand how City of Flagstaff codes could align with best available science to reduce wildfire risk.

SECTION 2: Monitoring and Reporting Plan

Management Effectiveness Questions

1. Are the project's communication strategies compelling Flagstaff community members to take actions to decrease the vulnerability of their home as well as others in the community?
2. What neighborhoods in Flagstaff have high urban conflagration risk due to built environment vulnerability?
3. What are the barriers and enablers to successfully distributing public funding to communities to support home hardening?

Monitoring methods will track:

1. Acres treated
2. Residents engaged
3. Residents who have taken action to reduce their wildfire risk
4. Communities utilizing fire pathways in the planning process
5. Wildfire risk assessments completed
6. Communities analyzed with a structure vulnerability model
7. Flagstaff homes receiving economic incentives to create a zone zero

Budget:

FFD 2025 GBMF Budget Template 1.17.2026 through 3.30.2027.xlsx

Grant Outcomes, Payments & Requirements Plan:

FFD_OPR_1.17.2026 - 3.30.2025.docx

Project Lead(s):

Neil Chapman, Wildland Fire Captain
neil.chapman@flagstaffaz.gov
928-606-9840

Nicole Antonopoulos, Sustainability Director
nantonopoulos@flagstaffaz.gov
928-213-2149

Finance Lead:

Stacey Brechler-Knaggs, Director of Emergency Management, Grants, & Contracts
sknaggs@flagstaffaz.gov
928.213.2227

Grant Signer:

Becky Daggett, Mayor, City of Flagstaff
becky.daggett@flagstaffaz.gov
928-213-2010

Other Key Staff (please indicate % involvement):

Mark Adams, Community Risk Reduction Specialist (80%)
mark.adams@flagstaffaz.gov
928-213-2510

Noah Baker, Wildfire, Climate, and Community Health Specialist (100%)
noah.baker@flagstaffaz.gov
928-326-4419

newventurefund

New Venture Fund Budget Template

NVF Grant Number: [To be entered here by NVF admin once reviewed]

Grantee Name:	City of Flagstaff
Grant Dates:	1/17/2026 - 3/30/2027
Project Name:	City of Flagstaff Fire Department Wildfire Resilience Initiative
Project Dates:	1/17/2026 - 3/30/2027
Total NVF Grant Budget:	249,578
Total Other Funding:	0
Total Project budget:	249,578

Proposed Project Budget	Total Project Budget
REVENUE	
Grants & Contributions:	
New Venture Fund Grant	249,578
Total Other Grants and Contribution	-
Total Grants & Contributions	**249,578**
Total Fee for Services	-
Total Donated Services and Supplies	-
Total Fundraising Campaigns and Special Events	-
Total Revenue	**$ 249,578**

EXPENSES	
Personnel:	184,000
Subtotal Personnel	**$ 184,000**
Subgrants to other organizations :	-
Subtotal Subgrants	**$ -**
Travel, Conferences and Meetings:	24,750
Total Travel Conferences and Meetings	**$ 24,750**
Professional/Consultant Services:	-
Subtotal Professional/Consultant Services	**$ -**
Other Direct Costs:	24,500
Subtotal Other Direct Costs	**$ 24,500**
Indirect Costs	**16,328**
Total Project/Program Budget	**$ 249,578**
NET OPERATING SURPLUS/(DEFICIT)	**$ -**

Indirect Cost Rate: 7%

Footnotes:

EXHIBIT B- REPORTING GUIDELINES

NVF Grantees are required to provide the following reports that document the progress of their projects:

Interim reports: due dates are indicated in agreement

1. Narrative report (5 pages maximum), including the following information:
    a. Goals and objectives, with results to date (progress of activities against project objectives)
    b. Challenges encountered or lessons learned, particularly if progress is not as anticipated.
2. Financial report that details budgeted vs. actual expenditures to date

Final reports: due dates indicated in agreement

1. Narrative report (10 pages maximum), including the following information:
    a. Goals and objectives, with results achieved
    b. Challenges encountered/lessons learned
    c. Copies of any publications or media generated as a result of the project
    d. As stated in Section VII(B) of the Agreement, the full report must include the following certification:

        All City of Flagstaff activities conducted with the Grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code, and City of Flagstaff complied with all provisions and restrictions contained in this Agreement, including, for example and without limitation, those provisions relating to lobbying and political activity.

2. Financial report detailing final accounting of budgeted vs. actual expenditures of all grant funding, including the entire project budget and all sources of revenue and expenditures (including grassroots and direct lobbying expenditures, if applicable), in addition to this Grant.

3. List of all intellectual property and assets purchased or created with the Grant.

All reports must be submitted electronically to the address listed on the first page of the grant. Please be sure to indicate the grant number in your reports. For questions regarding reporting requirements, please contact your account manager.

EXHIBIT C: ADVOCACY DEFINITIONS

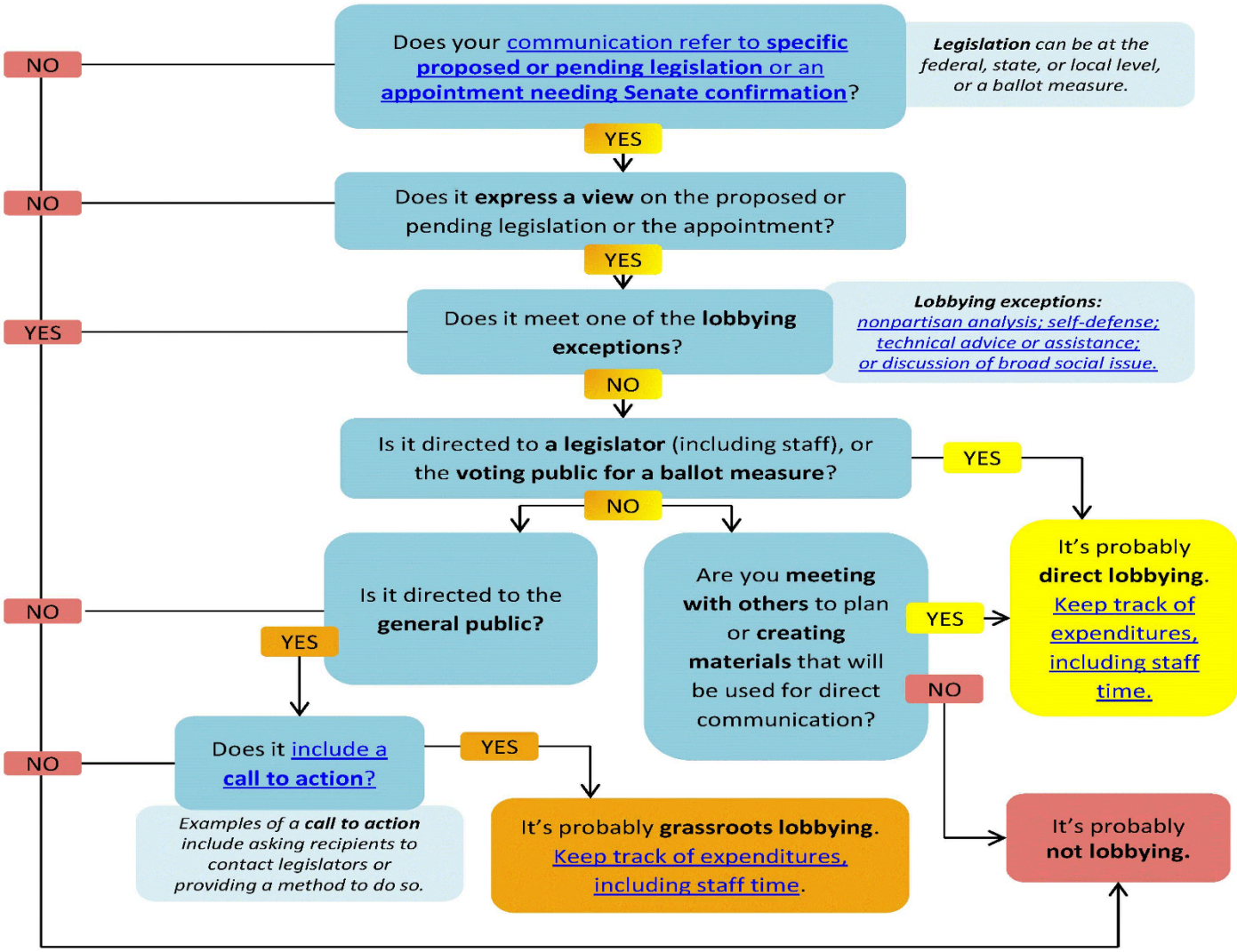
Please see graphic on next page.

Source: Bolder Advocacy (www.bolderadvocacy.org)
Please note that the information in this chart applies only to Organizations that have formally elected to measure their lobbying activities under Section 501(h) of the Internal Revenue Code. Please consult with counsel on any questions regarding whether an activity is lobbying, and for guidance on measuring lobbying activity if you are an Organization that has not filed IRS Form 5768.

BOLDERADVOCACY
An initiative of Alliance for Justice

IRS Lobbying Flowchart

This graphic can help you determine if your communication is considered lobbying under federal tax law rules for electing 501(c)(3) organizations. It does not cover situations or communications that take place in a candidate election context.



The information contained in this fact sheet and any attachments is being provided for informational purposes only and not as part of an attorney-client relationship. The information is not a substitute for expert legal, tax, or other professional advice tailored to your specific circumstances, and may not be relied upon for the purposes of avoiding any penalties that may be imposed under the Internal Revenue Code. Alliance for Justice publishes plain-language guides on nonprofit advocacy topics, offers educational workshops on the laws governing the advocacy of nonprofits, and provides technical assistance for nonprofits engaging in advocacy. For additional information, please feel free to contact Alliance for Justice at 866-NPLOBBY.

www.bolderadvocacy.org | www.allianceforjustice.org

ALLIANCE FOR JUSTICE

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alec Latino, Engineering Project Manager

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. for the Highland Mesa FUTS Project.

STAFF RECOMMENDED ACTION:

1. Approve a Task Order to an On-Call Professional Services Contract with The WLB Group, Inc. in the amount of $129,040 for the Highland Mesa FUTS Project and a contract duration of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Through a Contract for On-Call Professional Services approved by the City Council and dated September 19, 2022, The WLB Group, Inc. ("WLB Group") became an On-Call Professional Services provider for Engineering Services ("On-Call Contract"). The process for utilizing the engineering services of providers, such as WLB Group, includes preparing a Task Order which defines the scope of work and price for the engineering services.

Here, staff had a need for engineering services on the Highland Mesa FUTS Trail and sought to utilize the September 19, 2022 On-Call Contract with WLB Group. The Highland Mesa FUTS Trail design work will accommodate the engineering design of approximately 1,700 linear feet of trail. The proposed trail is anticipated to be asphalt and/or concrete. The site conditions and topography will also require our design team to coordinate traffic analyses as well as coordinate any structural retaining walls that will be needed to accommodate the trail. The engineering design work will also investigate geotechnical conditions and provide engineering design recommendations. WLB Group will also help identify any easements required to construct the trail. The project is needed to coordinate access to the Highland Mesa Park currently under design.

Staff followed the procedural requirements and completed the necessary Task Order documentation which was presented to the Change Order Committee on January 8, 2026. The Change Order Committee reviewed and approved the Task Order and it is now before the City Council for further approval.

Financial Impact:

This project was not budgeted as part of the FY2025-26 budget. The budget appropriation from the FY26 Lockett Fourth Roundabout has been reallocated to this project in the amount of $150,000 in FY2025-26. This budget appropriation reallocation will not have any impact on the timing of either project. This project will be funded by the Roadway Pedestrian Bicycle Safety Improvements, Bicycle Pedestrian Projects, and Flagstaff Urban Trail System Funds for FY26 and FY27. The design budget accommodates conceptual design to final plans, traffic analysis, geotechnical investigation, stormwater analysis, structural design for retaining walls, and will identify any needed easements.

Policy Impact:

No impact.

Previous Council Decision or Community Discussion:

On July 5, 2022, the City Council approved numerous On-Call Professional Services Contracts, including an engineering services contract with The WLB Group, Inc.

Options and Alternatives to Recommended Action:

1. Approve the Task Order to the On-Call Professional Services Contract as recommended. Approval will allow work on the project to move forward.
2. Reject request for the design contract. This action would delay the project.
    a. If rejection occurs, possible options include:
        i. Suspend or cancel the project.

Background and History:

During the design of the Highland Mesa Park, it was identified that an existing FUTS would need to be rerouted to accommodate the future park. WLB Group is the engineering firm working with PROSE on the design of the park. WLB Group was selected from the City's on-call engineering firm list to help coordinate design of the relocated FUTS with the park.

Community Benefits and Considerations:

The Highland Mesa FUTS will provide pedestrian access from the end of Highland Dr. to S. Highland Mesa Rd. This piece of trail will act as a critical connection for multi-use, non-motorized users. The trail will allow easy access for residents living in the area to businesses located on S. Woodlands Village Blvd. as well as provide better connectivity to Northern Arizona University. This trail will also provide access to the proposed Highland Mesa Park.

The Change Order Committee (COC) is tasked with reviewing and approving the use of On-Call task orders over $100K. The COC reviews these task orders in order to confirm they are in scope with the On-Call program and to monitor the On-Call expenditure cap for that discipline. This Task Order has been reviewed and approved by the COC, it is within scope and within the expenditure cap.

Connection to PBB Priorities and Objectives:

Livable Community -- Provides amenities and activities that support a healthy lifestyle.

- FUTS trails are an amenity that supports a healthy lifestyle by making active transportation safe and more accessible.

Sustainable and Innovative Infrastructure -- Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

- This project will provide new infrastructure for multimodal and active transportation.

Safe and Healthy Community -- Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.

- This project will promote physical and mental well-being for community members by providing safe, active transportation routes.

Connection to Regional Plan:

Regional Plan Goal || *Open Space*

- Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet. (OS.I.4)

Regional Plan Goal || *Downtown Area*

- Provide multiple routes and pathways for pedestrian movement (LU.I2.7)
- As defined in the FUTS Master Plan, includes trail access points and bicycle facilities (LU.I2.9)

Regional Plan Goal || *Suburban Area*

- Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods. (LU.I3.I)
- Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighbor woods (LU.I3.9)

Regional Plan Goal || *Environmental Planning & Conservation*

- Reduce Greenhouse Gas Emissions (E&C.2)

Regional Plan Goal || *Community Character*

- Reflect and respect the region's natural setting and dramatic views in the built environment (CC.1)

Regional Plan Goal || *Transportation*

- Improve mobility and access throughout the region. (T.1)
- Improve transportation safety and efficiency for all modes. (T.2)
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community. (T.5)
- Provide for bicycling as a safe and efficient means of transportation and recreation. (T.6)

Connection to Carbon Neutrality Plan:

The proposed FUTS design, once constructed, will help our community be less car dependent. Constructing new trails will encourage Flagstaff residents, as well as visitors, to walk or choose other forms of active transportation. The construction of trails also makes it easier for the community to access public transit.

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

The Highland Mesa FUTS is shown as a future path in the Active Master Transportation Plan (ATMP) adopted by the City Council.

Attachments:

Change Order Committee Approved Form
Context Map- Highland Mesa FUTS
Task Order from WLB
Vicinity Map- Highland Mesa FUTS
2022 Fully Executed WLB Group Contract

CITY OF FLAGSTAFF
On-Call Service Request for over 100K

PROJECT NO.	ST3637	**PROJECT NAME:**	Highland Mesa FUTS
FILE NO.		**PROJECT MANAGER:**	Alec Latino
FIRM NAME:	WLB	**DISCIPLINE:**	Engineering

SIGNATURES

SUBMITTER

Project Manager	01/06/2026 (Date)	**Approved Signature**	Alec Latino — Digitally signed by Alec Latino Date: 2026.01.06 09:32:04-07'00'
Department Head	01/06/2026 (Date)	**Approved Signature**	Paul Mood 2026.01.06 14:21:49 -07'00'

COMMITTEE

Water Services	2026-01-12 (Date)	**Approved Signature**	Douglas Slover Jr — Digitally signed by Douglas Slover Jr Date: 2026.01.12 16:15:45 -07'00'
Public Works	01-13-2026 (Date)	**Approved Signature**	
City Engineering	01/13/2026 (Date)	**Approved Signature**	Paul Mood 2026.01.13 08:39:25 -07'00'
City Attorney	(Date)	**Approved Signature**	Christina A. Kinnear — Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2026.01.13 09:06:15 -07'00'
Finance	1/13/2026 (Date)	**Approved Signature**	Tammy L Ryan
Purchasing (Chair)	(Date)	**Approved Signature**	Patrick Brown — Digitally signed by Patrick Brown Date: 2026.01.13 15:27:26 -07'00'

EXECUTIVE

City Manager	1/14/26 (Date)	**Approved Signature**	

Description of work to be done:

See second page for full description.

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: WLB

Signature: Daniel Burke — Digitally signed by Daniel Burke DN: CN=Daniel Burke Date: 2026.01.06 10:37:33-07'00'

Accepted Date: 01/06/2026

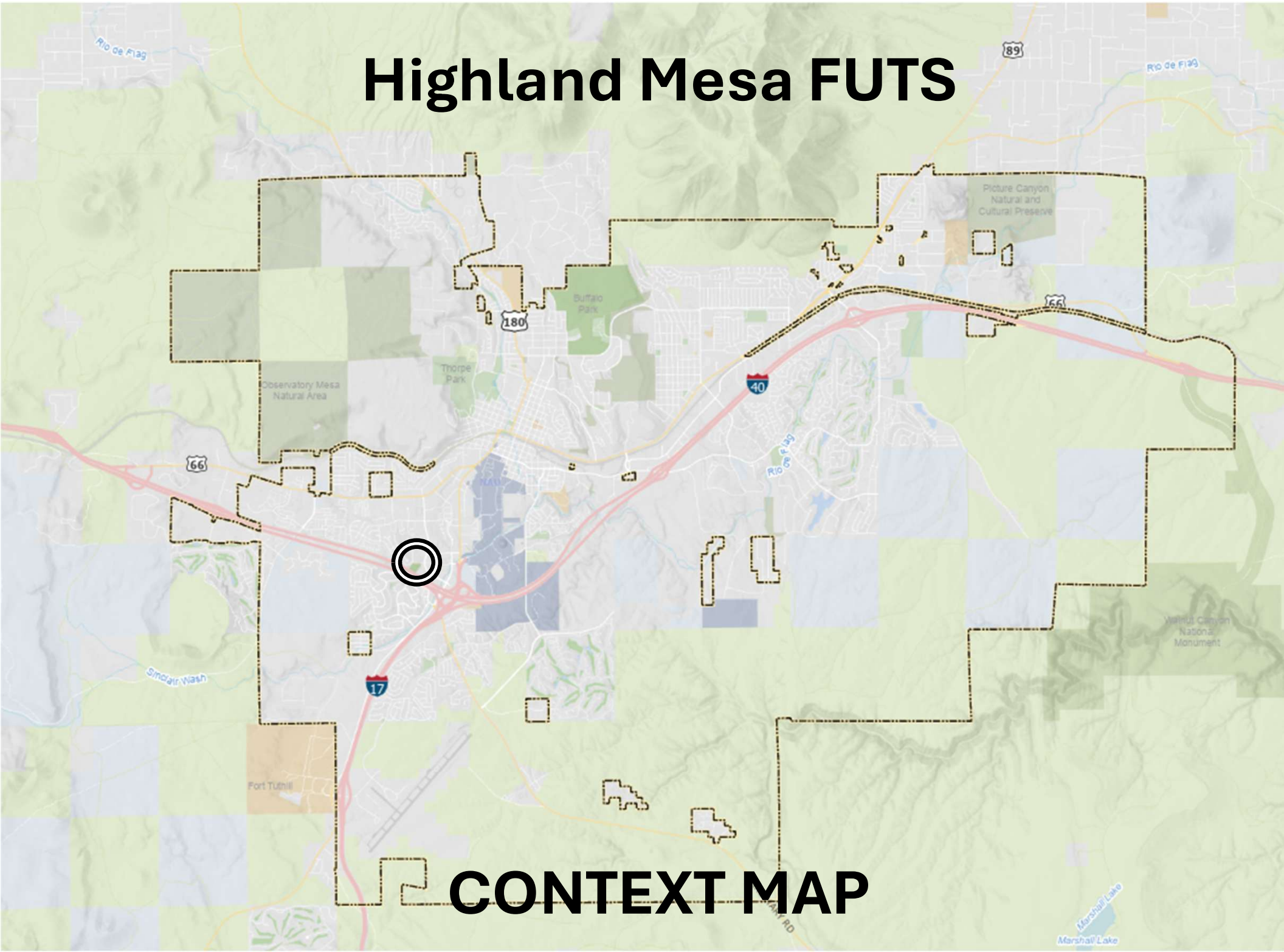
Print name and Title: Daniel Burke- P.E/ Director

Change Order From On-Call >$100K: 102623

Description of work to be done:

Engineering design contract in the amount of $129,040.00 for approximately 1,700' of 10' wide FUTS Trail associated with the Highlands Mesa Park project. During the concept plan stage WLB will analyze different connection points for the trail based on input from staff. Due to existing site grades, Sirius Structures will also be serving as a sub-consultant to WLB to address retaining wall designs. Another component of WLB's work is to identify FUTS and utility easements to assist the City with acquisitions as needed. This proposal also includes post design services such as attending construction meetings, responding to RFIs, and providing asbuilts.

Highland Mesa FUTS



CONTEXT MAP

EXHIBIT A – SCOPE OF PLANNED CONSULTING SERVICES AND COMPENSATION
Highland Mesa Park FUTS Realignment
On-Call Civil Engineering Services

WLB Project No. 318008A006

COF Project No. TBD

Prepared September 26, 2025, Revised November 6, 2025

PROJECT UNDERSTANDING

The City of Flagstaff is in the process of developing and new park in the Boulder Point Neighborhood, Highland Mesa Park. The new park is located southeast of Highlands Mesa Road and west of the Staples store and shopping area. The southern boundary of the new park is along the northernly right-of-way line for Interstate 40. There is an existing asphalt FUTS trail running through the park site. The City is planning to abandon the FUTS through the Park and realign it to provide less steep access to the park site. The realigned access will connect to the existing concrete FUTS along Highland Mesa Road by the Mountain Trail Apartments. Part of the realignment will be to connect to the McConnell Drive Road alignment at the northeast corner of the park. Figure 1 below shows the Location of the Park and the existing and proposed FUTS alignments.

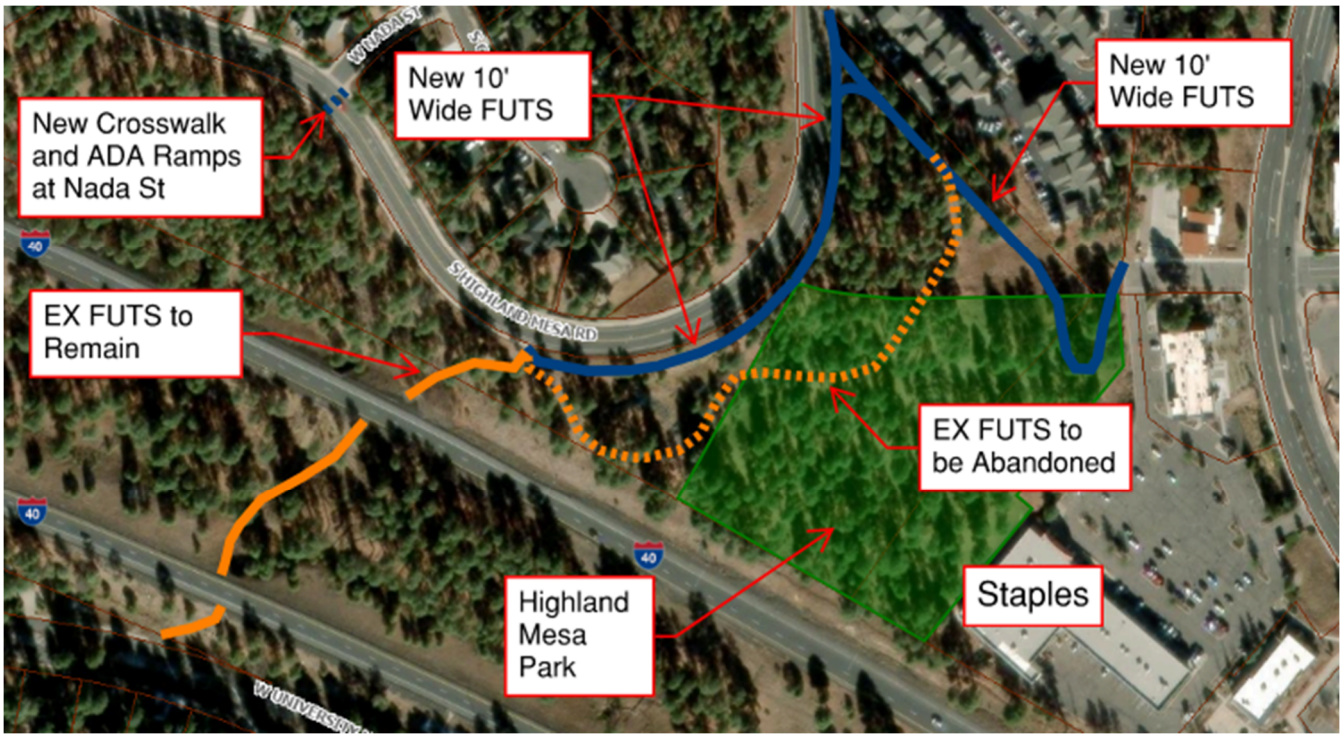


Figure 1 – Project Location

The scope of the realigned FUTS Trail is shown in Figure 1 and will include the following:

1. Replace/add ADA ramps at Nada and Highland Mesa Drive and add a Crosswalk for pedestrian traffic to the park
2. Construct approximately 1,700' of new 10' wide FUTS trail along Highland Mesa Road and through the open space north of the park to provide a connection to the McConnell Drive FUTS in the Future. FUTS trail along Highland Mesa Road will be concrete. FUTS trail through the opens space is anticipated to be asphalt, but final selection of asphalt or concrete material will be determined during the project design and/or construction bidding.
3. Provide guardrail analysis, based on ADOT and AASHTO standards as applicable, to determine if guardrail along Highland Mesa road in the vicinity of the FUTS improvements and detention basin is warranted.
4. Add retaining wall along Highland Mesa Road for construction of the FUTS between the roadway and the Boulder Point detention basin. If warranted by the guardrail analysis, retaining wall design will incorporate a vehicle barrier component.
5. Evaluate the FUTS connection to the McConnell drive corridor, including route, any potential need of retaining walls, and which side of the road the FUTS alignment would take based on existing site conditions, infrastructure, and constraints.
6. Provide a topographic survey for the areas not previously surveyed with the park site including trees. Pothole Utilities crossing the new FUTS alignment that are in the old McConnell Drive alignment.
7. Prepare an overall map showing easements for the FUTS. Following approval of the easement locations prepare legal descriptions and exhibits for the easements required for the new alignment through the Woodlands Village Residential Owners Association and the Mountain Trail Apartments property

The City will be providing the following information for the design of the improvements.

1. As-Built Record Drawings for the existing utilities and storm drainage for Highland Mesa Road and the utilities along the north side of the park.
2. Planned Location for the FUTS connection at McConnell Drive

WLB will be providing the following services for the design of the Highland Mesa Park FUTS trail realignment:

a. Topo Survey of the FUTS trail alignment and preparation of a new project basemap, see Figure 2.
b. Coordinate utility potholing for the locations where the new FUTS crosses the existing utility corridor (3 locations).
c. Attend a kickoff meeting with the City once a draft concept for the re-alignment is prepared.
d. Update the Highland Mesa Park Concept Plan with the proposed realignment of the FUTS Trail for resubmittal to IDS for Approval of the park and FUTS alignment. Approximately 30% design.
e. Prepare Plans, Specifications, and Engineers Estimate of Probable Cost for 60%, Final I (90%) and Final II (100%) plan submittals for permitting.
f. Provide geotechnical and structural engineering for the retaining wall along Highland Mesa Road.
g. Post-Design Servies to support the city during bidding and construction of the project.

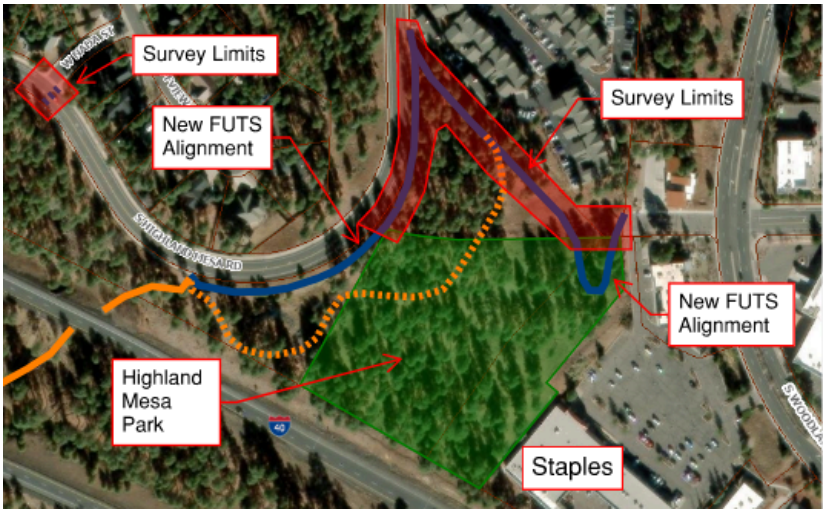


Figure 2: Survey Limits

BASIC SERVICES

Task 1 – Topographic Survey:
WLB will prepare a topographic survey of the FUTS corridor and intersection of Highland Mesa Rd and Nada Drive, see Figure 2. The survey will include:

- Existing surface improvements and hardscape
- Road Striping
- Site topography
- Fences
- Visible utility surface appurtenances
- Trees greater than 6" DBH

WLB will prepare an ACAD drawing from the survey elements and mapping for use as a basemap for the site design. The ACAD basemap will also include any available underground utility line information as provided by the City of Flagstaff and franchise utility companies via their maps and/or GIS data. Any GIS data will be incorporated into the ACAD basemap based on found utility appurtenances. The survey data is supplemental to the topographic survey data WLB is using for the adjacent Highland Mesa Park project. WLB will combine the new survey data with the park topographic survey data to create a complete project basemap.

Deliverables: None. Basemap used for design.

Task 2 – Concept Plan
Based on the previously provided project scoping review comments, WLB will develop a conceptual layout of the FUTS trail for the project utilizing the topographic survey information from Task 1. WLB will prepare a basis of design (BOD) that will include:

- Guardrail warrant analysis for Highland Mesa Rd
- Option Analysis for FUTS cross section between Highland Mesa Rd and the existing Detention basin.
- Analysis of the McConnell Drive connection.

WLB will review a preliminary FUTS alignment and our recommendations based on the analysis in the BOD with the client. After client review, WLB will finalize the BOD and the FUTS Concept Plan. Scope of improvements for the Highland Mesa Rd and Nada Dr intersection, and locations of new FUTS easement across private property will also be included. The FUTS Concept Plan will be included with adjacent Park's Concept Plan resubmittal to City of Flagstaff IDS. Utility potholing for crossings of the FUTS near McConnel Drive, by WLB's subconsultant, will also be conducted during this phase of the project.

Deliverables: FUTS Concept Plan, Basis of Design

Task 3 – 60% Plans, Specifications, and Engineers Estimate of Probable Cost
Upon approval of the concept plan, WLB will prepare the 60% Plans, Specifications, and Engineers Estimate of Probable Cost for the FUTS trail. The plans will be developed concurrently with the adjacent park project, but will be a standalone planset and construction documents. The plans will include:

- Cover/Notes/Detail Sheets
- Construction Control
- Existing conditions and removals
- FUTS Plan & Profile (5 sheets)
- Grading, Drainage, and Striping – Nada Intersection
- Erosion Control/SWPPP

WLB anticipates up to 2 meetings during this project phase with the City to review comments and design elements. WLB will prepare a preliminary drainage analysis for hydrology and hydraulics to address needs of any stormwater conveyance structures. WLB will also prepare exhibit as needed to support the City's outreach to the private property owners to obtain any necessary easements. The new wall along Highland Mesa Rd will be designed by WLB's Structural Engineering subconsultants. Applicable elements from the structural design will be included with the submittal.

Deliverables: 60% PS&E submittal

Task 4 – Final I Plans, Specifications, and Engineers Estimate of Probable Cost
WLB will meet with the City to review any comments from the 60% Plan submittal. Any comments will be incorporated into a Final I (90%), Plans, Specifications, and Engineers Estimate of Probable Cost. The Plans will follow the format of the 60% plans. WLB will also prepare a final drainage memo addressing the hydrology and hydraulics associated with the project design. The Final 1 plan will be use City permit Plan review. WLB will also provide any updated exhibits, as needed by the City, for the City's coordination with the private property owners. The structural design of the wall and supporting structural calculation will also be included with the submittal.

Deliverables: Final I PS&E, Final Drainage Memo

Task 5 – Final II Plans, Specifications, and Engineers Estimate of Probable Cost
WLB will meet with the City to review any comments from the Final I Plan submittal's Civil Plan Review. Using comments from the Final I plans WLB will prepare an updated, Final II (100%), Plans, Specifications, and Engineers Estimate of Probable Cost. The plans will be re-submitted to the City for final review and Civil Improvements Plan approval.

Deliverables: Final II PS&E

Task 6 – Post-design Services
Following approval of the Final II Plans WLB may provide the following post-design as requested by the City:

1. Assistance with Bidding
2. Pre-construction meeting
3. RFI's
4. Punch walk
5. Final punch walk
6. Review contractor record drawings.

Deliverables: To include the following:

- *Assistance with Bidding / Bid Review*
- *Review of RFI and Submittals*
- *Punch list*
- *Record drawing review*

END OF BASIC SERVICES

COMPENSATION:

Our fee for this project Tasks 1-5 is *$83,700*, and our time and material budget for post design services Task 6 is *$7,000*. Our total compensation is **$129,040** for basic services including the $38,340 budget for subconsultants/reimbursable expenses. A breakdown of the costs is presented in the table below:

TASK	BASIC SERVICES (Lump Sum)	FEE
1	Topographic Survey	$9,600
2	Concept Plan	$15,600
3	60% PS&E	$23,500
4	Final 1 PS&E	$24,700
5	Final 2 PS&E	$10,300
	Subtotal Lump Sum Basic Services	**$83,700**

TASK	BASIC SERVICES (Time and Materials)	BUDGET
6	Post-Design Services	$7,000
	Subtotal Time and Materials Services	**$7,000**
	REIMBURSABLE EXPENSES BUDGETS	
	Structural Engineering (Sirius Structures, $6,590 + 10%)	$7,250
	Geotechnical Engineering (WTI, $6,500 + 10%)	$7,150
	Utility Potholing (T2,$21,400 + 10%)	$23,540
	Printing, Copying	$400
	TOTAL BASIC SERVICES	**$129,040**

We will bill monthly on percent complete for basic services. We will bill monthly for reimbursable expenses and time and materials services.

ASSUMPTIONS

The proposal is based on the following assumptions:

1. Services not specifically included in the above Basic Services are excluded, but can be provided as additional services.
2. Survey Services are for supplemental topographic survey only. No boundary survey is conducted or implied.
3. Easement legal descriptions are excluded but can be provided as an additional services.
4. The City is responsible for coordination with the private property owners for approval of any new easements.
5. Utility designs are excluded.
6. Drainage design is limited to hydraulic analysis. It is assumed no retention or detention is required. Design of retention and/or detention systems, including the stormwater report and modeling, would be an additional service.

7. It is assumed no resource protection analysis is required. Providing a resource protection analysis will be considered and additional service.
8. The project design and construction plan development will be concurrent with the City's project for Highland Mesa Park.
9. Structural design proposal and fee listed in the compensation section includes an Add Alternate for the retaining wall to be inclusive of a vehicle barrier or ADOT guardrail, see Sirius Structures' proposal. This Add Alternate will only be utilized if warranted and/or requested by the City.
10. All review and application fees will be provided by the City.
11. The project will be constructed using job order contracting (JOC) or bidding.
12. WLB will prepare Project Special Provisions following the City's standard format for Public Improvement projects will be provided in case the project is bid. The City will be responsible for the preparation of the Bid Manual.
13. The As-built survey as well as the Civil Engineer's sealing of as-builts/record drawings for COF submittals are the responsibility of the contractor.
14. Additional services if required and approved by the client will be billed in accordance with the Fee Schedule for Professional Services for The WLB Group, Inc.

We appreciate the opportunity to submit this proposal and look forward to working with you. If the above-described arrangements are satisfactory to you, please indicate so by signing below and returning one copy to our office along with a signed copy of our attached Standard Conditions. If you have any questions, please feel free to contact me.

Sincerely,
THE WLB GROUP, INC.

Daniel J Burke

Daniel Burke, P.E.
Director of Operations – Flagstaff Office

Accepted By:
The City of Flagstaff

By: _____

Date: _____

Attachments:

- City of Flagstaff On-Call Fee Schedule for Civil Engineering for The WLB Group, Inc.

END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – HOURLY RATE SCHEDULE

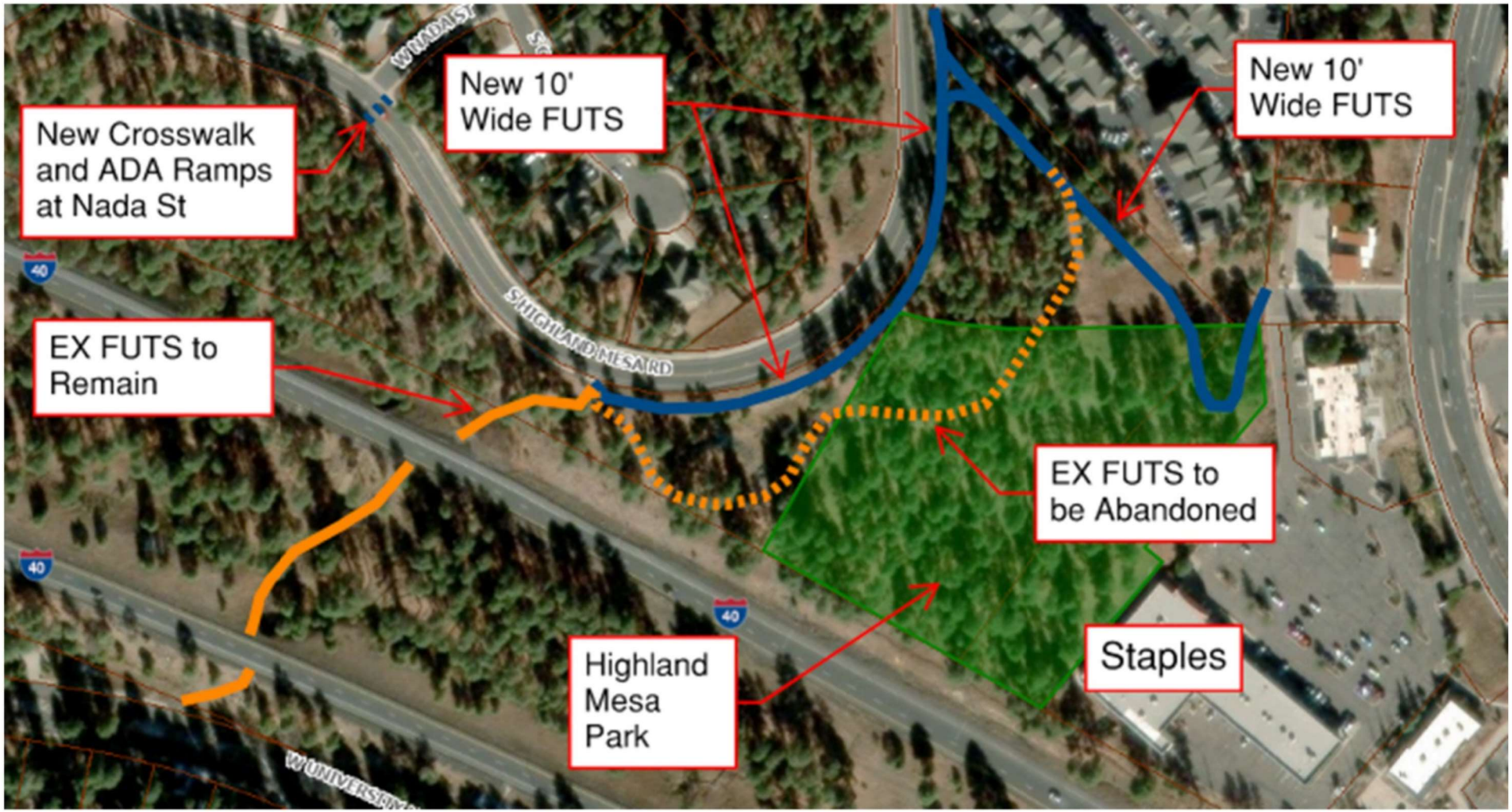
CITY OF FLAGSTAFF LANDSCAPE ARCHITECTURE 2022
FEE SCHEDULE FOR PROFESSIONAL SERVICES

TYPICAL HOURLY RATES

Personnel	Hourly Rate
Principal	$190.00
Public Presentation or Expert Testimony	$290.00
Director of: Engineering/Landscape Arch./Planning/Inspection/Surveying	$180.00
Senior Project Manager	$160.00
Project Manager	$150.00
Sr. Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$135.00
Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$130.00
Staff: Design Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$120.00
Sr. Cadd Operator	$110.00
Senior Technician	$105.00
Design Technician	$100.00
Technician/Cadd Operator	$95.00
Draftsperson/Assistant Technician	$90.00
Clerical	$70.00
Three Man Survey Crew	$195.00
Two Man Survey Crew	$175.00
One Man Survey Crew	$150.00

End of Exhibit B – Hourly Rate Schedule

Highland Mesa FUTS- Vicinity Map



CONTRACT FOR
ON-CALL PROFESSIONAL SERVICES
Contract No. 2022-01

This Contract is entered into this 19th day of September, 22 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("Owner"), and The WLB Group Inc, a corporation, ("Firm").

WHEREAS, the Owner desires to receive and Firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the Owner and Firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

   ON-CALL PROFESSIONAL SERVICES: ENGINEERING

   and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Schedule of Services: Firm shall perform all work per the schedule set forth in *Exhibit A.*

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. 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 Owner Representative for the Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

OWNER RESPONSIBILITIES

5. Owner Representative: The Owner Representative is Patrick Brown (City contact) or his/her designee. All communications to the Owner shall be through the Owner Representative. Owner Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

6. Owner Cooperation: The Owner will cooperate with Firm by placing at its disposal all available information concerning the Owner, the Owner's property, or the Project reasonably necessary for Firm's performance of the Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the Owner's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

8. Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the Owner.

9. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as *Exhibit B*.

PAYMENT

10. Compensation: Firm shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of *Exhibit A.*

11. Price Adjustment: If price adjustments are permitted (see *Exhibit A)*, any price adjustment must be approved by the Owner in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the Owner.

DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of the Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of Owner ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under the Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the Owner all rights and interests Firm may have in the materials it prepares under the Contract, including any right to derivative use of the material.

13. Re-Use: The Owner may use City's work product without further compensation to Firm; provided, however, the Owner's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the Owner's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Firm or any third parties without the Owner's prior written consent.

14. Delivery of Document and Data: Upon termination of the Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the Owner copies all of City's work product and any other documents and data accumulated by Firm in performance of the Contract, whether complete or in process.

INSURANCE

15. Insurance: Firm shall meet insurance requirements of the Owner, set forth in *Exhibit C.*

MISCELLANEOUS

16. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the Owner:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

To Firm:
Dan Burke
The WLB Group Inc
500 N Beaver St
Flagstaff, AZ 86001
928.779.1500
dburke@wlbgroup.com

17. 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.

FIRM

Print name: Daniel Burke

Title: Director of Operations

CITY OF FLAGSTAFF

Shannon Anderson Digitally signed by Shannon Anderson Date: 2022.12.02 10:19:12 -07'00'

FOR:

Print name: Greg Clifton

Title: City Manager

Attest:

Stacy Saltzburg Digitally signed by Stacy Saltzburg Date: 2022.12.02 10:32:56 -07'00'

City Clerk

Approved as to form:

Christina (Kinnear) Parry Digitally signed by Christina (Kinnear) Parry DN: cn=Christina (Kinnear) Parry, o=City of Flagstaff, ou=City Attorney's Office, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2022.12.01 11:36:27 -07'00'

City Attorney's Office

Notice to Proceed issued: _____, 20____

EXHIBIT A
SCOPE OF WORK

ENGINEERING

1. SERVICES TO BE PERFORMED BY FIRM

Firm agrees to perform any or all of the following services which will be specifically enumerated on individual Task Order amendments to this contract:

1.1 Produce Plans, Specifications and Cost Estimates: The Firm shall be required to prepare plans, specifications, and minimum of three cost estimates to accompany the following submittals: Basis of Design Report (BODR), Design Concept Report (DCR), and a Final Submittal with a Final Cost Estimate. The Firm shall be responsible for insuring that the final plans and specifications including complete Contract Documents, meet the requirements of the latest editions of all applicable City, State and Federal standards and codes including but not limited to:

- Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction
- Arizona Department of Transportation Construction Standards and Specifications
- City of Flagstaff Engineering Design and Construction Standards and Specifications
- American Association of State Highway and Transportation Officials, a policy on Geometric Design of Highways and Streets
- Federal Highway Administration
- United States Environmental Protection Agency
- Arizona Department of Environmental Quality Standards
- Arizona Department of Water Resources, Standards for Well Care
- United States Code of Federal Regulations as Published by the Office of the Federal Register
- Occupational Safety and Health Administration (OSHA)
- Arizona Department of Health and Safety (ADOSH)

The Firm shall be required to provide complete and approved biddable documents which include obtaining all required final approvals, including signatures, on the Construction Documents from: The City Engineer, the City Water Services Director and the City Public Works Director.

1.2 Conduct Public Meetings: It is City of Flagstaff policy to encourage public participation in the Capital Improvements Program and to have public meetings on major projects. The Firm may be asked to provide the services of a Public Information Firm; develop a Public Participation plan; and participate in and/or conduct public meetings.

1.3 Survey Work: Under the direct supervision of a Registered Land Surveyor, the Firm may be required to perform field surveys necessary and sufficient to accomplish the design of the project, including, but not limited to right-of-way surveys, location-topo surveys, and project bench mark surveys.

1.4 Hydrology and Hydraulics: The Firm may be required to perform a study of various drainage areas impacting the project and establish the requirements of the various watersheds with respect to stormwater runoff control. A comprehensive hydrologic and hydraulic report meeting all the requirements of the City of Flagstaff Stormwater Management Design Manual.

1.5 Geo-Technical Services: The Firm may be required to provide soil tests and reports, of sufficient detail and scope to enable the Firm to provide the recommendations and structural designs, as required for all portions of the project.

1.6 Non-Destructive Pot-holing: The Firm may be required to provide the services of a non-destructive pot-hole service to determine horizontal and vertical location of utility lines.

1.7 Cross Sections: Cross-sections may be required showing existing ground with proposed design, R/W limits, centerline elevations distance left and right, existing and proposed utilities, and drainage structures.

1.8 Structural Design: Required details may include, but not be limited to, retaining walls, box culverts and junction structures.

1.9 Right-of-Way Acquisition and Easements: Definition of the right-of-way and easement acquisitions necessary for the project may be required. Work may entail surveys, legal descriptions and property searches, and preparation of legal transfer documents. Sub-Firms with expertise in Real Property Appraisal and property negotiation and acquisition may be required.

1.10 Geometry: The Firm may be required to develop all horizontal and vertical alignments of street and curbs, pedestrian facilities, and other items as required.

1.11 Water, Sewer and Storm Drain Design: Water system improvements or extensions may be required. Sewer system improvements or extensions may be required. A drainage report and storm drainage improvements per the approved report may be required.

1.12 Utilities: The Firm may be required to provide design and construction details, or design assistance for any City-owned or franchise utilities/facilities in conflict with any proposed project improvements.

1.13 Traffic Engineering: The Firm may be required to provide any of the following: Traffic control and construction sequencing plans, signalization plans, signing and pavement marking plans and traffic capacity analysis.

1.14 Street Lights: The Firm may be required to coordinate the design of street lights with Arizona Public Service (APS) as a part of a project.

1.15 Landscaping: The Firm may be required to procure the services of a registered Landscape Architect for certain projects or portions thereof.

1.16 Environmental Services: The Firm may be required to perform studies and/or analysis in the fields of environmental due diligence, remediation & Brownfield redevelopment, storage tank engineering services, and compliance audits.

1.17 Solid Waste Landfill Engineering: The Firm may be required to provide landfill related services that include permitting, design, construction details or design assistance for an y landfill project or utilities facilities in conflict with any proposed project improvements.

1.18 Graphic Presentations: The Firm may be required to provide aerial photos, digital photos topographic maps, Mylar reproductions, digital files, PowerPoint presentations and/or presentation or display boards for a project.

1.19 Bid Phase Services: The Firm may be required to provide Bid Phase Services. Typical tasks include, but are not limited to: Answer all questions relative to plans, quantities and Special Provisions, attend and/or conduct the Pre-Bid conference issue any required addenda or make any necessary corrections to plans, typical sections, quantities, notes.

1.20 Post Bid Services: Post bid services may be required and may be authorized as basic or additional services based on negotiations for a particular project. Compensation may be made on a time and materials basis or a lump sum fee as negotiated. Typical tasks might include: Bid analysis and recommendations; provision of scope/quantity survey verification letters for Field Orders and/or Change Orders; Construction Management services, provision of clarification drawings, sketches or details to respond to field questions, submittals review and approval, production of As-Built drawings and project close-out assistance.

Fee Schedule attached separately as *Exhibit A – Fee Schedule*

July 6, 2022

Patrick Brown, C.P.M. CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Re: City of Flagstaff On-Call Engineering Fee Schedule for Professional Services
WLB No. 321000A003
COF No. RSOQ 2022-01 Prof Svcs On-Calls

Dear Mr. Brown:

The following is The WLB Group, Inc.'s Fee Schedule for Professional Services for the On-Call Civil Engineering contract RSOQ 2022-01.

Personnel	Hourly Rate
Principal	$190.00
Public Presentation or Expert Testimony	$290.00
Director of: Engineering/Landscape Arch./Planning/Inspection/Surveying	$180.00
Senior Project Manager	$160.00
Project Manager	$150.00
Sr. Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$135.00
Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$130.00
Staff: Design Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$120.00
Sr. Cadd Operator	$110.00
Senior Technician	$105.00
Design Technician	$100.00
Technician/Cadd Operator	$95.00
Draftsperson/Assistant Technician	$90.00
Clerical	$70.00
Three Man Survey Crew	$195.00
Two Man Survey Crew	$175.00
One Man Survey Crew	$150.00

Please let me know if you have any questions or require additional information. We look forward to working with the City of On-Call Engineering contracts.

Sincerely,
THE WLB GROUP, INC.

Daniel J Burke

Daniel Burke, PE
Director of Operations – Flagstaff Office

EXHIBIT B

STANDARD TERMS AND CONDITIONS

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor, at its own expense, shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or 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 and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract 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.

    E xception: 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 s hall 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.

EXHIBIT C

STANDARD 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. Umbrella Coverage — $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

   e. Professional Liability — $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

July 6, 2022

Patrick Brown, C.P.M. CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Re: City of Flagstaff On-Call Engineering Fee Schedule for Professional Services
WLB No. 321000A003
COF No. RSOQ 2022-01 Prof Svcs On-Calls

Dear Mr. Brown:

The following is The WLB Group, Inc.'s Fee Schedule for Professional Services for the On-Call Civil Engineering contract RSOQ 2022-01.

Personnel	Hourly Rate
Principal	$190.00
Public Presentation or Expert Testimony	$290.00
Director of: Engineering/Landscape Arch./Planning/Inspection/Surveying	$180.00
Senior Project Manager	$160.00
Project Manager	$150.00
Sr. Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$135.00
Project: Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$130.00
Staff: Design Engineer/Landscape Arch./Planner /Inspector /Surveyor/Designer	$120.00
Sr. Cadd Operator	$110.00
Senior Technician	$105.00
Design Technician	$100.00
Technician/Cadd Operator	$95.00
Draftsperson/Assistant Technician	$90.00
Clerical	$70.00
Three Man Survey Crew	$195.00
Two Man Survey Crew	$175.00
One Man Survey Crew	$150.00

Please let me know if you have any questions or require additional information. We look forward to working with the City of On-Call Engineering contracts.

Sincerely,
THE WLB GROUP, INC.

Daniel J Burke

Daniel Burke, PE
Director of Operations – Flagstaff Office

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sarah Langley, Public Affairs Director

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:
Consideration and Ratification: Letter of opposition to proposed national park fee increase

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition

Executive Summary:
Staff received a request to issue a letter of opposition from the Council related to the current $100 per person International Visitor/Nonresident Surcharge for entry to eleven major U.S. National Parks, as this policy directly impacts Grand Canyon National Park and, consequently, Flagstaff's visitor economy. The letter has been shared with the City's federal delegation.

Financial Impact:
None

Policy Impact:
None

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments: Letter of Opposition

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

January 29, 2026

Senator Mark Kelly
United States Senate
Hart Senate Office Building
Washington, DC 20510

Senator Ruben Gallego
United States Senate
Hart Senate Office Building
Washington, DC 20510

Representative Eli Crane
United States House of Representatives
307 Cannon House Office Building
Washington, DC 20515

Dear Honorable Representatives,

On behalf of the City of Flagstaff, I am writing to express opposition to the planned implementation of the International Visitor/Nonresident Surcharge for entry to eleven major U.S. National Parks, scheduled to take effect this month. This policy will directly impact Grand Canyon National Park and, consequently, Flagstaff's visitor economy.

Tourism is Flagstaff's number one economic driver, welcoming an estimated five million visitors daily, employing 8,000 people and an annual greater economic impact of $565 million. In a typical year, international visitors represent approximately fifteen percent of our overall tourism economy. Currently, international visitation is down nationwide, across Arizona, and locally in Flagstaff. Compounding this decline, our community also experienced reduced visitation in August due to the Dragon Bravo Fire and impacts related to the federal government shutdown.

Recent industry indicators reflect significant challenges:

- U.S. Travel Association: Inbound international visits are forecast to decline 6.3% in 2025.
- Grand Canyon National Park: Visitation is down 10% year-to-date (2025).
- International Inbound Travel Association: Canadian visitation is down 25%, equating to nearly four million fewer trips. Key long-haul markets also remain depressed.

Gateway communities like Flagstaff will be among the first and hardest hit. International travelers support local tax revenue, community jobs, shoulder-season demand, and stability for small businesses, including hotels, restaurants, outfitters, and attractions.

Flagstaff supports sustainable, reasonable increases to park fees. However, a surcharge targeting only international visitors is unnecessary and harmful to U.S. competitiveness. Working collaboratively with the tourism industry, we stand ready to help identify practical, effective solutions that meet revenue goals without undermining international demand. We respectfully urge the Department of the Interior and the National Park Service to delay implementation of the International Visitor/Nonresident Fee Plan and pause the Nonresident Group Tour Fee specifically.

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

Thank you for your consideration. We appreciate your attention to this matter and your commitment to protecting the economic health of gateway communities and America's national parks.

Sincerely,



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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Assistant City Manager

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959.05, annually.

STAFF RECOMMENDED ACTION:

1. Approve the Downtown Flagstaff Enhanced Services Contract with Flagstaff Downtown Business Alliance in the amount of $666,959, annually; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City Council identified transformation of the downtown as a Council budget consideration during the January Council Budget Retreat. City staff presented a concept to Council for downtown enhancements at the April Council Budget Retreat. Based on the Council's feedback, City staff finalized the scope of work and completed a solicitation to enter into a contract for downtown enhanced services. The evaluation committee consisted of six City staff and two community members. The evaluation committee selected Flagstaff Downtown Business Alliance as the most qualified respondent.

This Downtown Flagstaff Enhanced Services Contract ("Contract") will provide greater support to a leading economic driver in the community and, partnering with an agency that works to preserve, promote, and enhance the vitality of Historic Downtown, will provide enhanced sanitation, maintenance, beautification, events and marketing. Staff have worked with the Flagstaff Downtown Business Alliance to negotiate the terms of the attached Contract and Scope of Work. The enhanced services will include graffiti, excrement, and weed removal; pressure washing and surface cleaning; parking kiosk cleaning; restroom cleaning and servicing; painting of red and yellow curbs and downtown green assets; snow, ice, and cinder removal; post-event cleanup; daily cleaning; and enhanced event and marketing programming.

This is a three-year contract with the ability to renew up to two additional one-year terms. The compensation is $666,959.05, annually, and the City will be invoiced monthly for 1/12th of the Contract amount. The Flagstaff Downtown Business Alliance will provide quarterly reports to City staff and two presentations to City Council per year.

Financial Impact:

Project Name: Downtown Flagstaff Enhanced Services
Cost: $666,959.05
FY2025-26 Budgeted Amount: ParkFlag: $548,000; Beautification: $95,000; Tourism: $139,500, and Recreation $8,625
Grant Funded: N/A
Funding Source: Park Flag parking rates, BBB Beautification, BBB Tourism, and General Fund

Policy Impact:

The Comprehensive Parking Management Program language may be updated to clarify the intent to improve public streets and rights-of-way and maintenance in the administrative guidelines.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Approve the Contract as presented.
2. Provide alternative suggestions to City staff.
3. Decide not to fund enhancements in the downtown.

Connection to PBB Priorities and Objectives:
None.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: Contract
Presentation

DOWNTOWN FLAGSTAFF ENHANCED SERVICES CONTRACT
Contract No. 2026-83

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 Flagstaff Downtown Business Alliance, an Arizona nonprofit corporation ("Contractor"). The City and Contractor may be referred to individually in this Contract as a Party or jointly as the Parties.

RECITALS

WHEREAS, Historic Downtown Flagstaff is a leading economic driver in the community and a hub for activities and authentic experiences for residents and visitors;

WHEREAS, Contractor is the Flagstaff Downtown Business Alliance and has worked to preserve, promote and enhance the vitality of the Historic Downtown Flagstaff for twenty-four years;

WHEREAS, the City is interested in providing enhanced sanitation, maintenance, beautification, and event and marketing services in Historic Downtown Flagstaff to support the higher level of activities and visitation in the area;

WHEREAS, Contractor was selected by the City to provide such enhanced services and the Parties desire to memorialize the terms through this Contract.

AGREEMENT

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

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

PROVIDE AND MANAGE ENHANCED SANITATION, MAINTENANCE, BEAUTIFICATION, AND EVENT AND MARKETING SERVICES IN HISTORIC DOWNTOWN FLAGSTAFF

As more specifically described in the Scope of Work, attached hereto as *Exhibit A* (the "Services").

2. Term and Renewal:

2.1 Contract Term:

2.1.1 The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The City Council has the authority to amend the term of the Contract.

2.1.2 The Contract will be effective as of the date of Notice to Proceed.

2.1.3 The Parties recognize that there will be a 60-90 day period where Contractor will be organizing to perform the Services.

2.1.4 Within 90 days from the Notice to Proceed, Contractor will begin to perform the Services.

2.2 Renewal: The Contract may be renewed for up to two (2) one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee shall have authority to approve renewal on behalf of the City.

2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Termination & Cancellation Clauses.

3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds, without penalty or liability to Contractor.

3.2 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.

3.2.1 Material Breach: A material breach is the failure to perform in a manner that substantially defeats the purpose of the contract.

3.2.2 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.

3.2.3 Contractor Remedies: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

3.3 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than sixty (60) days prior to the date of termination.

3.4 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.

3.5 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

3.6 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.

4. Compensation:

4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed $666,959.05, annually, including fees and taxes, at the prices established in the Scope of Work attached hereto as *Exhibit A*.

4.2 Price Adjustments: Price adjustments may be negotiated annually, based on the date of execution of the Contract, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. In addition to the supporting documentation, factors considered by the City will include whether the City has the funding capacity to increase the compensation.

4.3 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than $100,000; otherwise, City Council approval is required.

5. Invoicing and Payment after Delivery:

5.1 Payment: Payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

5.2 Invoice: Contractor should invoice the City for $1/12^{th}$ of the annual Compensation by an itemized list of detailed services provided in the Scope of Work attached hereto as *Exhibit A*. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of 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.

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 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.

6.3 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.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties.

8. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

9. Insurance:

9.1 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 and/or subcontractors from liabilities that might arise out of the Contract, and Contractor and/or any subcontractors are free to purchase such additional insurance as Contractor and/or any subcontractors may determine is necessary.

9.2 Coverage: Where applicable, as related to the Scope of Work, Contractor shall provide coverage, or cause any subcontractors to provide coverage, at least as broad and with limits not less than those stated below.

9.2.1 Commercial General Liability - Occurrence Form

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

9.2.2 Umbrella Coverage	$2,000,000

9.2.3 Automobile Liability

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

9.2.4 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

9.2.5 Contractors Pollution Liability

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

9.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

9.3.1 Additional Insured: In Commercial General Liability, Automobile Liability Coverages, and Contractors Pollution Liability, 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, its agents, representatives, employees, or subcontractors including products and completed operations of Contractor, its agents, representatives, employees, or subcontractors and automobiles owned, leased, hired, or borrowed by Contractor, its agents, representatives, employees or subcontractors.

9.3.2 Broad Form: Contractor's and/or any subcontractors' insurance policy shall contain broad form contractual liability coverage.

9.3.3 Primary Insurance: Contractor's and/or any subcontractors' 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.

9.3.4 Each Insured: Contractor's and/or subcontractors' 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.

9.3.5 Not Limited: Coverage provided by Contractor and/or any subcontractors shall not be limited to the liability assumed under the indemnification provisions of the Contract.

9.3.6 Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor and/or any subcontractors for the City.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, representatives, subcontractors, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, representatives, subcontractors, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

11. Assignment/Subcontracting:

    11.1 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.

    11.2 Contractor shall furnish, for the City's approval, the names of all subcontractors to be used for the Contract. All subsequent changes in subcontractors shall be subject to the approval of the City. The City reserves the right to withhold consent and terminate the Contract if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract.

    11.3 Contractor is responsible for Contract performance whether or not subcontractors are used.

12. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.

13. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.

14. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

15. 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.

16. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Shannon Anderson
Assistant City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: SAnderson@flagstaffaz.gov
Phone: (928) 213-2084

To Contractor:
Hunter Hebert
Executive Director
Flagstaff Downtown Business Alliance
6 E. Aspen Avenue, Suite 200
Flagstaff, AZ 86001
Email: hunter@downtownflagstaff.org
Phone: (928) 421-1096

With a copy to:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: pbrown@flagstaffaz.gov

17. 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.

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract as of the date hereinbefore indicated.

CONTRACTOR:

By:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBITS

A - SCOPE OF WORK

B - WORK AREA MAP

C – PRESSURE WASHING MAP

D – KIOSK EXTERIOR CLEANING STANDARDS

E – RESTROOM STANDARDS AND SUPPLIES

F – PAINTING OF RED AND YELLOW CURBS

G – SNOW AND ICE REMOVAL ALLEY MAP

H – DOWNTOWN GREEN PROGRAM

I – CITY CONTACTS

EXHIBIT A - SCOPE OF WORK

A. Overview: This Downtown Flagstaff Enhanced Services Scope of Work (SOW) outlines the range of enhanced services to be provided within Downtown Flagstaff, including sanitation, maintenance, beautification, and event and marketing. The City of Flagstaff (City) has the authority to provide the enhanced services in the Downtown area, but due to a lack of capacity, it is seeking to work with a CONTRACTOR to provide said services with identified City funding. CONTRACTOR will be responsible for providing the services or subcontracting with another entity to provide the services under its management.

B. Work Area: The Work Area consists of City property located in the areas identified in the Downtown Flagstaff Map Work Area (attached as Exhibit B), including public rights-of-way (ROW) and Heritage Square.

C. Funding Limitations: Unless specifically noted in any section below, City funding provided for enhanced services shall not be used to clean, maintain, or improve private property.

1. SANITATION SERVICES

CONTRACTOR will be responsible for enhancing sanitation services throughout the Work Area, which will include the following:

1.1. **Graffiti Removal:**

1.1.1. CONTRACTOR will provide ongoing graffiti removal services in the Work Area, including the removal of graffiti on City property and in City ROW. If there is graffiti on the private property that is within visual proximity of the City ROW and the CONTRACTOR has written approval from the property owner, the CONTRACTOR will provide graffiti removal services for that location.

1.1.2. Removal must commence within twenty-four (24) hours of CONTRACTOR being notified of the graffiti.

1.1.3. When notification is provided by the City, CONTRACTOR will report to the City's Code Enforcement Section when the graffiti is removed.

1.2. **Excrement Removal:** CONTRACTOR will ensure that any pet and human excrement is promptly removed from the Work Area. All excrement must be removed upon notification unless during off hours then must be removed at the start of the next shift.

1.3. **Pressure Washing/Surface Cleaning:**

1.3.1. The public sidewalks and alleys in the Work Area shall be high-pressure washed on a quarterly basis.

1.3.2. The areas identified in the Downtown Flagstaff Map Pressure Washing Surface Area (attached as Exhibit C) must be high-pressure washed bi-weekly, at a minimum.

1.3.3. Funding for pressure washing and surface cleaning shall not be used to provide cleaning services on private property (e.g., funding cannot be used to pressure

wash private buildings or patios), unless specifically identified in the Downtown Flagstaff Map Pressure Washing Surface Area (attached as Exhibit C).

1.4. **Parking Kiosk Exterior Cleaning:** All exterior surfaces of the Parking Kiosks located in the Work Area shall be cleaned quarterly according to cleaning procedures as outlined in the Parking Kiosk Exterior Cleaning Standards (attached as Exhibit D).

1.5. **Weed Removal:**

1.5.1. Weeds shall be removed from all City property and ROW in the Work Area, including flower beds, sidewalks, brick areas, tree wells, etc.

1.5.2. No herbicides or pesticides shall be used in flower beds, landscaped brick areas, or tree wells – all weeds shall be hand pulled from these areas.

1.5.3. Any person using herbicides or pesticides in performance of the work in other areas must have a current license(s) as required by the Arizona Department of Agriculture.

1.6. **Restroom Cleaning and Servicing:**

1.6.1. The two (2) public restrooms located in Heritage Square will be managed solely by CONTRACTOR and maintained daily as needed to ensure cleanliness and full operational use. Daily maintenance standards and supply requirements are identified in the Restroom Standards and Supplies (attached as Exhibit E).

1.6.2. It is the City's expectation that the restrooms will be clean and operational from 7:00 a.m. to 8:00 p.m. Sunday through Wednesday and Thursday through Sunday will close at 10:00 p.m. daily.

1.6.3. CONTRACTOR will have the capacity to respond to any issues identified in the restrooms within an hour.

1.6.4. CONTRACTOR will be responsible for the operational hours, opening and closing, and securing of the restrooms.

1.6.5. Signage will be posted in the restrooms to identify the responsible party to contact should the restrooms require attention.

1.7. **City Waste Containers – Cleaning and Servicing:**

1.7.1. The City will continue the existing service level.

1.7.2. If enhanced services are still needed, CONTRACTOR will work with the City's Public Works Division to obtain those additional services, which will be charged to CONTRACTOR or the individual business owner(s) requesting said services, pursuant to the City's standard rates.

1.8. **Painting of Red and Yellow Curbs:**

1.8.1. All red and yellow street curbs in the Work Area, except for curbs within the Arizona Department of Transportation (ADOT) right of way, will be painted at least annually.

1.8.2. A City of Flagstaff Right of Way Permit and insurance coverage will be necessary to conduct this service which will require that the CONTRACTOR acquire the requisite insurance as defined in the Contract and pay an annual ROW permit fee.

1.8.3. CONTRACTOR will be required to coordinate with the City's Engineering & Capital Improvements Division (Transportation Section) to establish when and where the work will be completed as described in the document entitled "Painting of Red and Yellow Curbs" (attached as Exhibit F).

1.8.4. The City will conduct an inspection of this curb painting maintenance to ensure compliance with the ROW permit.

1.8.5. The City will supply the CONTRACTOR with the necessary paint to perform the service within thirty (30) days of the Effective Date of this Agreement.

2. SNOW AND CINDER REMOVAL SERVICES

CONTRACTOR will be responsible for snow and cinder removal in the Work Area as outlined below.

2.1. **Snow and Ice Removal:**

2.1.1. Private property owners and lessees shall remain responsible for snow removal from adjacent public sidewalks per Flagstaff City Code Section 8-03-001-0004, REMOVAL OF SNOW AND/OR ICE, as may be amended (this Agreement does not modify Flagstaff City Code).

2.1.2. The City shall remain responsible for plowing City streets in the Work Area.

2.1.3. Within twenty-four (24) hours of a snow event, CONTRACTOR will be responsible for removing snow accumulation in the Work Area from ADA walkways, benches, street corners where pedestrians are expected to cross, curbs when accumulation blocks pedestrian pathways and the use of parking spaces, walkways (if no adjacent property owner), Parking Kiosks, and alleys identified on the map entitled "Concierge Alleyways Downtown" (attached as Exhibit G).

2.1.4. CONTRACTOR will also be responsible for addressing areas where ice accumulates in alleys and other pedestrian walkways due to snow melt and freeze.

2.2. **Cinder Removal:**

2.2.1. Private property owners and lessees shall remain responsible for cinder removal from adjacent public sidewalks per Flagstaff City Code Section 8-03-001-0004, REMOVAL OF SNOW AND/OR ICE, as may be amended (this Agreement does not modify Flagstaff City Code).

2.2.2. The City shall remain responsible for clearing cinders from City streets in the Work Area after a snow event pursuant to the schedule set by the City's Public Works Division.

2.2.3. CONTRACTOR will be responsible for removing cinders in the Work Area from ADA walkways, street corners where pedestrians are expected to cross, walkways (if no adjacent property owner), and alleys identified on the map entitled "Concierge Alleyways Downtown" (attached as Exhibit G).

2.2.4. Cinder removal will be coordinated with and occur per the schedule approved by the City's Public Works Division and will occur in the same general time frame as when the City's Public Works Division removes cinders from streets in the Work Area.

3. GENERAL EVENT SERVICES

CONTRACTOR will be responsible for "after special event cleanup" managed in a reasonable and timely manner throughout the Work Area (specific areas to be identified).

3.1. **Post Event Cleanup:**

3.1.1. Trash/litter will be removed from the Work Area within twenty-four (24) hours of a CONTRACTOR-sponsored event. Special consideration may be given to larger non-permitted events like the Pinecone Drop.

3.1.2. Otherwise, the Special Event Permit Holder is responsible for the cleanup of the event space. If a non-CONTRACTOR sponsored event does not clean to the City's Special Event Permit Requirements, CONTRACTOR will notify the City's Parks, Recreation, Open Space, and Events Division of the deficiencies, including documentation.

4. DEDICATED PROGRAMS AND CLEAN TEAM

CONTRACTOR will be responsible for the Clean Team Ambassador Program, painting the Downtown Green Program, and Enhanced Downtown Programming.

4.1. **Clean Team:** CONTRACTOR will be responsible for daily cleaning of the Work Area, which will include trash/litter pickup (e.g., cigarette butts), waste removal, and the emptying of overflowing curbside (pedestrian) style trash and recycling receptacles.

4.2. **Downtown Green Program Touch-Ups:**

4.2.1. CONTRACTOR will be responsible for the Paint Downtown Green Program, which will include performing maintenance touch-up painting as needed throughout the term of this Agreement as defined by the scope of work for the Downtown Green Program (attached as Exhibit H).

4.2.2. City will provide CONTRACTOR with the necessary paint to perform the service within thirty (30) days after Effective Date of this Agreement for touch up maintenance needs.

4.3. **Downtown Green Program Enhanced Painting:**

4.3.1. CONTRACTOR will be responsible for the Paint Downtown Green Program as described in the scope of work for the Downtown Green Program (attached as Exhibit H), which will include repainting all Downtown Green infrastructure in the Work Area in Fall 2028 or a date agreed upon by both Parties.

4.3.2. The CONTRACTOR will be responsible for managing the project and the City will provide separate funding at the time the project commences.

4.4. **Enhanced Event and Marketing Programming:**

4.4.1. CONTRACTOR will be responsible for increased event and marketing programming related to the Work Area to draw ongoing downtown activation year-round, especially during shoulder season.

4.4.2. CONTRACTOR shall provide quarterly reports to staff to include:

4.4.2.1. Upcoming and past enhanced event programming.

4.4.2.2. Upcoming and past enhanced marketing programming.

4.4.2.3. Estimated attendance and/or participation at events.

4.4.3. CONTRACTOR shall obtain and pay for all necessary special event permits for the scheduled events.

4.5. **Heritage Square and Special Event Permitting:** Nothing in this section shall be interpreted to mean CONTRACTOR has any control of special event programming in the Work Area. The City will continue to maintain control over programming in Heritage Square and special event permitting in the Work Area.

5. FINANCIAL CONSIDERATIONS

5.1. CONTRACTOR will bill the City on a monthly basis at 1/12th the annual proposed cost.

5.2. The CONTRACTOR will include, with the invoice, a summary of the unused hours for the previous month. These hours will be considered Banked Hours.

5.2.1. Banked Hours are available for use in the annual period of the contract and the CONTRACTOR will report monthly what Banked Hours are used for the previous month.

5.2.1.1. If the CONTRACTOR anticipates going over hours by 10% or more in any service area, the CONTRACTOR will notify the City in writing prior to the next invoice.

5.2.1.2. Banked Hours are available for use in the annual period of the Contract and the CONTRACTOR will report monthly what Banked Hours are used for the previous month.

5.2.1.3. At the end of each annual period, any unused Banked Hours the CONTRACTOR will provide either a credited back to the City off the next invoice or a payment will be remitted to the City.

5.2.1.4. The initial rate for the Banked Hours will be $25.26 per hour.

5.3. The monthly invoice will be broken down by the detailed services provided in the Scope of Work.

6. REPORTING

CONTRACTOR will present to City Council twice per year to share feedback on their performance of the scope of work outlined in this contract and outcomes of the enhanced event and marketing programming on the Downtown.

7. CITY CONTACTS

To assist CONTRACTOR in performing the SOW, the City has prepared a list of contact information for City staff who may be able to provide relevant information (attached as Exhibit I). This list is not all-inclusive and CONTRACTOR remains responsible for making reasonable efforts to communicate with the City if unable to reach the City staff identified on this list.

EXHIBIT B - WORK AREA

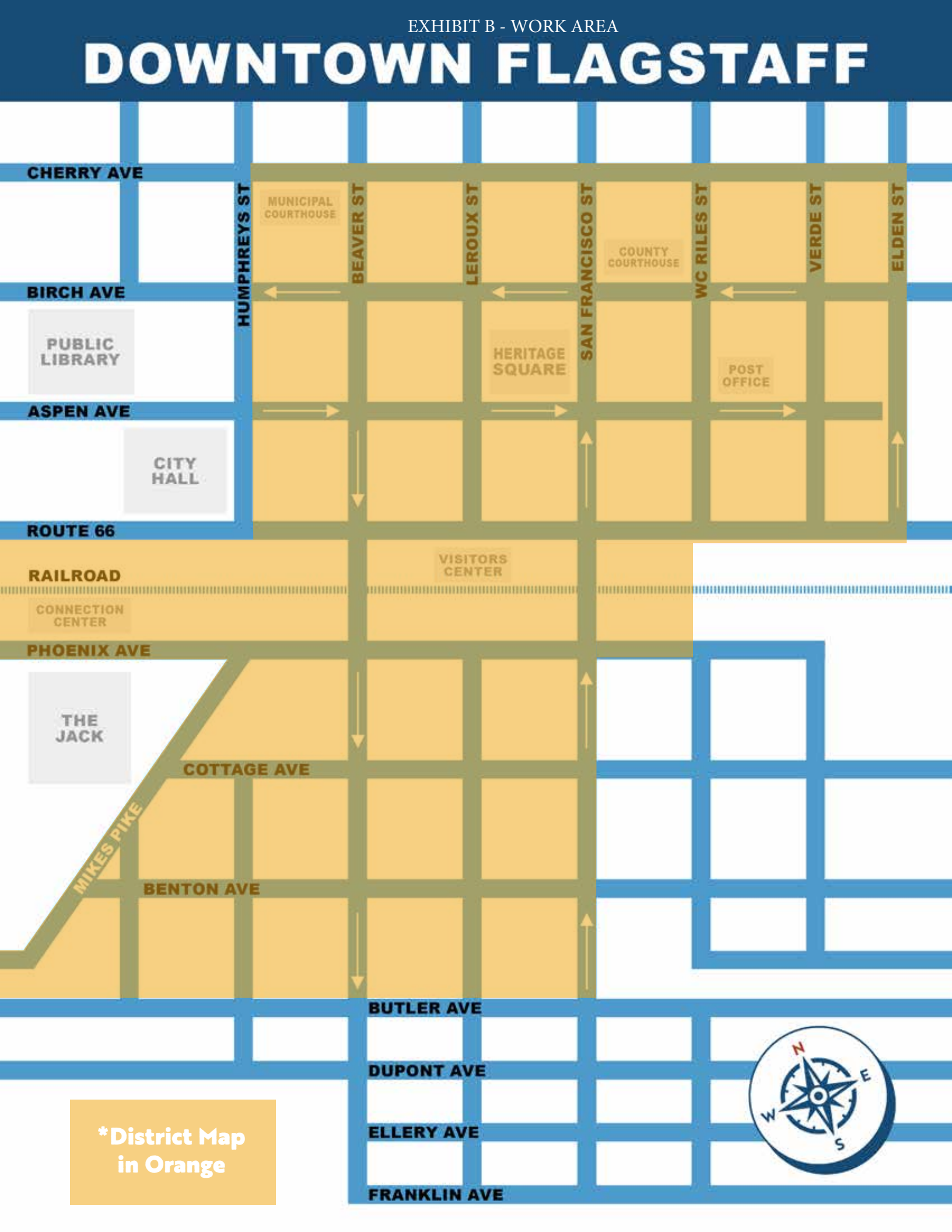


EXHIBIT C - PRESSURE WASHING/SURFACE CLEANING AREA



EXHIBIT D - KIOSK EXTERIOR CLEANING STANDARDS

Only ParkFlag staff will be cleaning the interiors of the kiosks. All surfaces of the exteriors of the kiosks should be cleaned in accordance with the standards below.

Kiosks will be cleaned regularly twice a year and have additional cleanings as warranted to ensure a good customer experience and Downtown aesthetic.

Exterior Cleaning Standards

A. Use soapy water the clean the external surfaces.
B. Rinse and dry after cleaning.
C. If soapy water is not effective, carefully use solvent adapted to the material to clean. Test the solvent beforehand on a small and discrete are.

Instructions for Specific Elements

A. Do not use solvents with chlorine or bleach for elements made of stainless steel or aluminum.
B. Exclusively use acetone to clean the solar panel.
C. Exclusively use white gas or methylated spirits to clean the extended keyboard sticker.
D. Exclusively use isopropyl alcohol to clean elements made of transparent polycarbonate (glasses, bowl flap, etc.)

EXHIBIT E – RESTROOM STANDARDS AND SUPPLIES

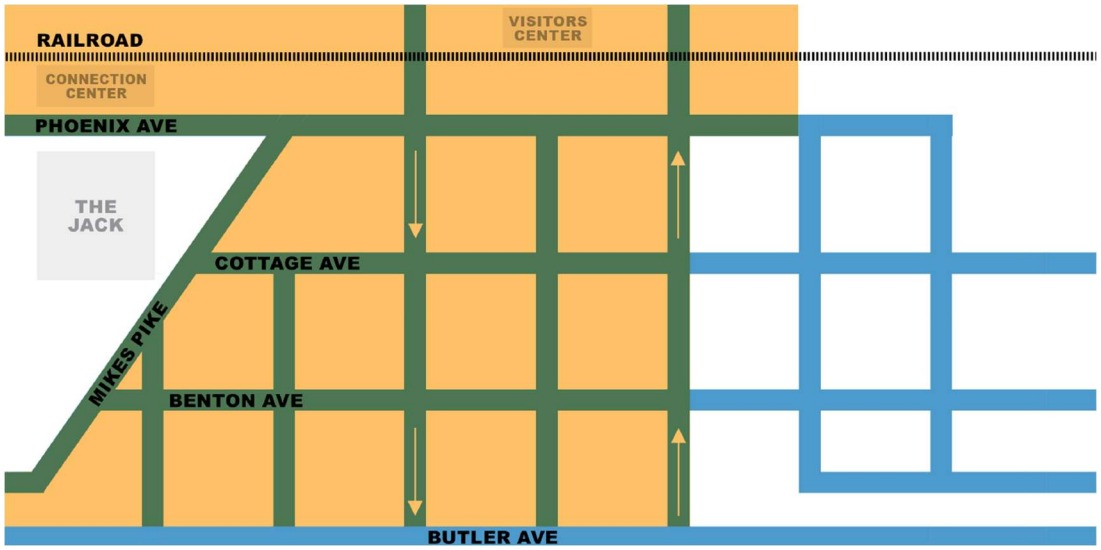
Item/Feature	Basic Service	Frequency
Floors	Wet Mop Floors	Daily
	Dry Mop Floors	Daily
Doors	Kick plates	Weekly
	Partitions	Weekly
	Door faces	Weekly
	Door handle	Weekly
Bathroom Fixtures	Clean floor drain cover	Daily
	Clean and sanitize stalls, commodes, urinals	Daily
	Clean mirrors and shelves	Daily
	Wash urinals, walls surrounding urinal and toilet partitions	Daily
	Clean sinks and chrome, fill soap dispensers	Daily
	Clean and fill napkin disposal and change liner	Daily
	Wet mop and disinfect	Daily
	Spary wax and disinfect	Daily
	Fill toilet paper dispenser	Daily
	Clean walls	Daily
	Empty trash containers	Daily
	Fill and damp clean seat cover dispenser	Daily
	Damp clean exterior of trash container	Daily
	Treat floor drains - 1 gallon of water and disinfect	2x Per Week

EXHIBIT F – PAINTING OF RED AND YELLOW CURBS

CONTRACTOR will complete a Right of Way Permit annually in the Work Area except for curbs within the Arizona Department of Transportation (ADOT) right of way to indicate where red and yellow curbs will be painted.

The Right of Way Permit can be accessed on the City's website at https://www.flagstaff.az.gov/DocumentCenter/View/71831/Row-Permit-Application-and-Flowchart-2025. For questions or assistance in submitting the Right of Way Permit contact engineeringpermits@flagstaffaz.gov.







Concierge Alleyways Downtown

EXHIBIT G - SNOW AND ICE REMOVAL

0 0.03 0.06 0.12 0.18 0.24

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

9/18/2025 3:03 PM

EXHIBIT H – DOWNTOWN GREEN PROGRAM

Contractor shall complete the touch up and enhanced painting of downtown green assets within the boundaries of Route 66 and Cherry Ave, spanning from Humphrey to Verde Streets.

The Items to be painted are listed below.

Items	Qty
Bollards (currently painted green)	85
Bike racks (currently painted green)	16
Tall streetlight poles & pedestrian poles	233
Utility boxes mounted on poles	16
Signposts	354
Old-Style Trash Cans (currently painted green, does not include trash/recycle combo units)	29

Materials & Services:

- Cleaning, painting, and finishing of all assets within the designated area.
- Coordination with City Representatives for any work involving lift equipment and traffic control to ensure safety.
- Acquisition of all permits for road closures.
- Provision of lift equipment and protection of all public and private property throughout the project.
- Daily cleanup with only wet paint signs and barricades left overnight as needed.
- Identification of areas needing repair or welding and reporting to the Beautification, Arts, and Sciences Coordinator for further action.
- Reporting of abandoned bikes at bike racks, as required.
- Washing of assets with Prep88 and low-pressure sprayer, brush, or roller, followed by sanding of painted surfaces to promote proper adhesion of topcoats and finish coat.
- Paint specification: Prep 88 Wash Primer (or comparable), American One Epoxy Tie Coat Primer (where necessary), and two coats of PSX Finish Coat (Acrylic Polysiloxane) in Municipal Green color.
- City will provide necessary paint for the Downtown Green Program Touch-Ups.

Schedule:

- The Downtown Green Program Enhanced Painting project must be completed within an 8-10 week period.
- Contractor shall prepare a timeline and work plan, which will be used to track progress using a GIS APP provided by the City.
- Contractor shall submit a weekly progress report to the attention of

Beautification, Arts, and Sciences Program during the Downtown Green Program Enhanced Painting project.

Pricing:

- Contractor shall complete Downtown Green Program touch ups within the Downtown Enhanced Services Contract terms and compensation.
- Contractor shall be paid with separate funding for the Downtown Green Program Enhanced Painting. If City determines work cannot be completed (e.g. if Item needs to be repaired or other reason) or it is not needed, such Item will be deducted from the scope of work and payment.

EXHIBIT I – CITY CONTACTS

Parks, Recreation, Open Space, and Events

Haley Reynolds
(928) 213-2312
Haley.Reynolds@flagstaffaz.gov

Public Works

Sam Beckett
(928) 213-2105
Samuel.Beckett@flagstaffaz.gov

Engineering

engineeringpermits@flagstaffaz.gov

Code Compliance

Reggie Eccleston
(928) 213-2147
REccleston@flagstaffaz.gov

Beautification, Arts & Science

Jana Weldon
(928) 213-2969
Jana.Weldon@flagstaffaz.gov



Downtown Enhanced Services Contract

February 17, 2026

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Background

- Identified transformation of downtown as a Council budget consideration in the January Council Budget Retreat
- Discussed downtown enhancements at the April Council Budget Retreat
- Designed a scope of work
- Advertised the request for proposal solicitation in October 2025
- Approved increase in parking rates in October 2025
- Selected contractor and negotiated contract

Purpose

- Provide greater support to a leading economic driver in the community
- Partner with an agency that works to preserve, promote, and enhance the vitality of Historic Downtown
- Enhance sanitation, maintenance, beautification and events and marketing

Enhanced Services

- Graffiti, excrement, and weed removal
- Pressure washing and surface cleaning
- Parking Kiosk cleaning
- Restroom cleaning and servicing
- Painting of red and yellow curbs and downtown green assets
- Snow, ice, and cinder removal
- Post-event cleanup
- Daily cleaning
- Enhanced event and marketing programming

Contract

- Three-year term with renewal up to two additional one-year terms
- Cleaning Ambassadors, Team Leaders, Operations Manager, Marketing & Communications Manager and Program Manager
- Annual compensation of $666,959.05, including fees and taxes, invoiced monthly
- Quarterly reports
- Presentations to Council twice per year

Questions & Discussion

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jen Brown, Public Works Section Director - Facilities & Fleet

Co-Submitter: Nathan Naliborski

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Phil Long Ford of Denver to purchase a Ford F150 EV Lightning for Engineering in the amount of $61,395.00, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of the purchase of one Ford F-150 EV Lightning in the amount of $61,395.00, plus applicable fees and taxes, utilizing The Interlocal Purchasing System (TIPS) governmental purchasing cooperative contract number 240901; that procurement staff reviewed and validated. This vehicle will support Engineering operational needs which include local travel, site visits, inspections, and interdepartmental coordination. The Ford F-150 Lightning was evaluated alongside comparable internal combustion and hybrid options. Based on expected duty cycle, mileage, and operational use, the electric vehicle meets functional requirements while reducing fuel and routine maintenance costs. The vehicle provides equivalent payload and utility for its intended use. Charging infrastructure is currently available to support this vehicle. Funding for this purchase is available within the approved General Fund budget and is consistent with the Fleet replacement plan. Approval of this item supports efficient fleet utilization while maintaining reliability and cost control.

Financial Impact:

Project Name: Engineering Ford F150 Lightning (Replacement of E2004 2006 Ford F150)
Cost: $64,833.12
Account Number Budgeted:001-10-123-0314-4-4401
FY Budgeted Amount: $75,000
Funding Source: General Fund - approved by FMC for FY2025-26 purchase

Policy Impact:

Approval of this purchase is consistent with the City's Fleet Management Directive and approved vehicle replacement processes. The vehicle was reviewed and approved by the Fleet Management Committee (FMC) and vetted in coordination with Sustainability, and general funding for this purchase has been approved as part of the FY2025-26 budget. No policy changes or exceptions are required.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract for the purchase of the Ford F150 EV Lightning from Phil Long

Ford of Denver; or
2. Provide alternative direction to staff and discuss further with end users and the Fleet Management Committee.

Background and History:
The Fleet Section manages vehicle replacement through an established lifecycle and evaluation process that considers age, mileage, maintenance history, operational use, and total cost of ownership. As part of the FY2025-26 fleet replacement planning effort, staff identified the need to replace a light-duty pickup assigned to Engineering that has reached an appropriate point in its service life. In alignment with the City's Fleet Management Directive, the replacement vehicle was evaluated through the FMC process and reviewed in coordination with Sustainability. Electric, hybrid, and internal combustion options were considered based on duty cycle, operational requirements, and service delivery needs. Based on this review, the Ford F-150 Lightning was identified as a suitable replacement that meets operational demands while supporting fleet modernization goals. General funding for this purchase was approved as part of the FY2025-26 budget, and existing charging infrastructure is available to support deployment of the vehicle without additional capital investment. Procurement Staff did find and validate The Interlocal Purchasing System (TIPS) a government purchasing cooperative contract number 240901.

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:
This purchase supports the City's Carbon Neutrality Plan by reducing emissions from light-duty fleet operations through the use of an electric vehicle where oeprationally feasible.

Connection to 10-Year Housing Plan:
None.

Attachments: Phil Long Ford Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-149

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Phil Long Ford of Denver**, a Colorado S corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Transportation Vehicles**;

B. **The Interlocal Purchasing System (TIPS),** a government purchasing cooperative and Department of Texas Region 8 Education Service Center conducted a competitive and open procurement process through Request for Proposal **240901** that resulted in Contract No. **240901** with Contractor ("Agency Contract");

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

AGREEMENT:

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

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

F150 Lightning STB Battery

2. 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 involving changes in price for materials and/or services.

3. Payment:

   4.1 Payment to Contractor for the materials and/or services not to exceed **sixty-one thousand three hundred ninety-five dollars ($61,395), plus additional fees and taxes**; 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.

4. 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, the Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

5. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall terminate upon completion of the purchase.

6. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Jennifer Brown, MSL City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Jennifer.Brown@flagstaffaz.gov 928-213-2108	Phil Long Ford of Denver Bob Beavis 9130 West Bell Road Peoria, AZ 85382 rbeavis@phillong.com 505-239-1244
With a copy to: Liane Garcia City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 lgarcia@flagstaffaz.gov	With a copy to: Nathan Naliborski City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 NNaliborski@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.

IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

CITY OF FLAGSTAFF	CONTRACTOR
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____
ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 28, 2026

EXHIBIT A
QUOTE
(attached)

1. Phil Long Ford of Denver Quote # 1-15 w3l electric – 1 page

Colorado Drives
PHIL LONG
SOUTHWEST AUTOPARK Since 1945
PhilLongDenver.com

Ford

QUOTE NUMBER	1-15 w3l electric
QUOTE DATE	January 15, 2026
Agency PO #.	
TERMS	Due on Receipt
SALES REP	BOB BEAVIS
SHIPPED VIA	
F.O.B.	Albuquerque, NM
PREPAID or COLLECT	

QUOTE TO: 1CITY OF FLAG

ATTN: JEN/NATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	**F150 LIGHTNING STD BATTERY**	**68,245.00**	**$68,245.00**
	TIPS CONTRACT 240901 ***DISCOUNT 5%***	**3,412.25**	**($3,412.25)**
	ADDITIONAL PHIL LONG DIS	**4,587.75**	**($4,587.75)**
	TRANSPORT TO FLAGSTAFF		$1,150.00

Additional Information:

61,395.00

Proposal valid for 30 Days

$61,395.00

Total amount

DIRECT ALL INQUIRIES TO:

Bob Beavis

(505) 239-1244

email: rbeavis@phillong.com

THANK YOU FOR YOUR BUSINESS!

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

1. TIPS Agency Contract 240901 – 45 pages
2. TIPS Agency Contract 240901 Pricing – 3 pages

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

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

Phil Long Ford of Denver, LLC

(ENTER ENTITY NAME]

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

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

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

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

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ('Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

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

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

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

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

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

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

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

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

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

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

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

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

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

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

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



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

10/18/2024

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: Phil Long Ford of Denver, LLC

Vendor Address: 7887 W Tufts Ave

City: Littleton State: CO Zip Code: 80123

Vendor Authorized Signatory Name: Rhett M. Butler

Vendor Authorized Signatory Title: National Fleet Sales Manager

Vendor Authorized Signatory Phone: 505-514-3552

Vendor Authorized Signatory Email: rbutler@phillong.com

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

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

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

240901
Phil Long Ford of Denver
Supplier Response

Event Information

Number: 240901
Title: Transportation Vehicles
Type: Request for Proposal
Issue Date: 9/5/2024
Deadline: 10/18/2024 03:00 PM (CT)
Notes: This bid is seeking the sale of ***vehicles only***. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

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

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

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

Contact Information

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

Phil Long Ford of Denver Information

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

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

Rhett Butler
Signature

rbutler@phillong.com
Email

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

Supplier Note

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

Requested Attachments

Vendor Agreement

240901 Vendor Agreement.pdf

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

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form.pdf

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

Pricing Form 1

Copy of 240901 Pricing Form 1.xlsx

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

Pricing Form 2

Copy of 240901 Pricing Form 2.xlsx

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

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form.pdf

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

(3) Required Customer Reference Letters

Dona Ana Reference Letter.pdf

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

Current Form W-9

W9 Denver 2024.pdf

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

Certificates & Licenses (Supplemental Vendor Information Only)

No response

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

Alternate or Supplemental Pricing Documents

No response

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

Vendor Logo (Supplemental Vendor Information Only)

No response

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

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

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

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

No response

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

Disclosure of Lobbying Activities - Standard Form - LLL

No response

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

Conflict of Interest Questionnaire - Form CIQ

No response

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

Response Attachments

Prescott Reference Letter for Phil Long Ford of Denver.pdf

Reference Letter # 2

Odessa Reference.pdf

City of Odessa Reference Letter

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

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

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

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

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

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Phil Long Ford of Denver provides Fleet Vehicles to Government agencies.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Rhett Butler

7 **Primary Contact Title**

Primary Contact Title

National Fleet Sales Manager

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

rbutler@phillong.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5055143551

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5055143552

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Eric Roberg

13 **Secondary Contact Title**

Secondary Contact Title

Fleet Director

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

eroberg@phillong.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7203522854

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Marilyn Rumsey

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

mrumsey@phillong.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

3039335762

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Rhett Butler

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

rbutler@phillong.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5055143552

24 **Company Website**

Company Website (Format - www.company.com)

No response

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Phil Long Ford of Denver. LLC

26 **Primary Address**

Primary Address

7887 W Tufts Ave

27 **Primary Address City**

Primary Address City

Littleton

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

CO

29 **Primary Address Zip**

Primary Address Zip

80123

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Vehicles, Trucks, Cars, SUVs, Vans, Electric Vehicles, Hybrid Vehicles

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Littleton

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Colorado

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

75

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

3%

37	**Honoring Vendor's Minimum Percentage Discount** Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract? Yes, Vendor agrees
38	**Volume and Additional Discounts** In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members? Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation. Yes
39	**"Catalog Pricing" and Pricing Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

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

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

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

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

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

82

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

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

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

From:	Justin Hill
To:	Rhett M. Butler
Cc:	Herman D. Sanchez
Subject:	Reference Letter for Phil Long Ford of Denver
Date:	Friday, October 18, 2024 9:31:44 AM
Attachments:	image001.png

This Message Is From an External Sender
This message came from outside your organization.

October, 18, 2024

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC, which provided goods or services to the City of Prescott. Phil Long has provided multiple automotive vehicles in 2023 and 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

The Phil Long dealership performed satisfactorily, and we will do business with them again. As a vendor-customer, we recommend the vendor to TIPS public entities and non-profit members.

Thank you,

Justin Hill
Fleet Manager

CITY OF PRESCOTT
ARIZONA

432 N Virginia Street | Prescott, AZ 86301
Ph: 928-777.1421 | Fax: 928-771.0645
justin.hill@prescott-az.gov

October 18, 2024

City of Odessa
801 Pool Rd
Odessa, TX 79761

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily, and we would do business with them again. As a customer of the vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Virginia Gavaldon
Fleet Asset Coordinator

Doña Ana County

October, 18, 2024

Dona Ana County
2033 E. Griggs
Las Cruces, NM 88001

RE: Reference Letter for Phil Long Ford of Denver

To whom it may concern,

Please accept this reference for PHIL LONG FOR OF DENVER, LLC who provided goods or services to our entity. The vendor provided multiple automotive vehicles in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They have performed satisfactorily and we would do business with them again. As a customer of the Vendor we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Gabriel Silva
Fleet Manger

TIPS CONTRACT 240901

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Phil Long Ford of Denver, LLC

Vendor Authorized Signatory Name: Rhett M. Butler

Vendor Authorized Signatory Title: National Fleet Sales Manager

Vendor Authorized Signatory Email: rbutler@phillong.com

Vendor Address: 7887 W Tufts Ave

City: Littleton State: CO Zip Code: 80123

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Rhett M Butler Digitally signed by Rhett M Butler Date: 2024.10.18 11:05:18 -06'00'

EXHIBIT B.2 - PRICING

TIPS 240901 Transportation Vehicles

Product Name	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP or Catalog Pricing	% Discount (*Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.*)	TIPS Price
Small SUV	**N/A**	**Ford Escape**		**Per Quote**	**3.00%**	
Mid Size SUV	**N/A**	**Ford Explorer / Bronco Sport**		**Per Quote**	**3.00%**	
Large SUV	**N/A**	**Ford Expedition, Expedition Max, Bronco**		**Per Quote**	**3.00%**	
Compact Pickup	**N/A**	**Ford Maverick**		**Per Quote**	**3.00%**	
Small Pickup	**N/A**	**Ford Ranger**		**Per Quote**	**2.00%**	
1/2 Ton Pickup	**N/A**	**Ford F150**		**Per Quote**	**5.00%**	
3/4 Ton Truck	**N/A**	**Ford F250**		**Per Quote**	**3.00%**	

1 Ton Truck	**N/A**	**Ford F350**		**Per Quote**	**3.00%**	
Chassis Cab Truck	**N/A**	**Ford Super Duty Chassis, F350Through F650**		**Per Quote**	**3.00%**	
2 Door Coupe	**N/A**	**Ford Mustang**		**Per Quote**	**3.00%**	
Vehicle Upfit	**N/A**	**For Incomplete Vehicle**		**Per Quote**	**10.00%**	
Cargo Van	**N/A**	**Ford Transit Cargo**		**Per Quote**	**3.00%**	
Passenger Wagon Van	**N/A**	**Ford Transit Wagon**		**Per Quote**	**3.00%**	
Cutaway Van	**N/A**	**Ford Transit Cutaway Van, Ford Econoline Cutaway**		**Per Quote**	**3.00%**	
Small SUV Hybrid HEV	**N/A**	**Ford Escape Hybrid**		**Per Quote**	**3.00%**	
Small SUV Plug In Hybrid PHEV	**N/A**	**Ford Escape Plugin**		**Per Quote**	**3.00%**	
Fully Electric SUV	**N/A**	**Ford Mach E**		**Per Quote**	**3.00%**	

Fully Electric Pickup	**N/A**	**Ford F150 Lighting**		**Per Quote**	**5.00%**	
Fully Electrick Cargo Van	**N/A**	**Ford E-Tranis**		**Per Quote**	**5.00%**	
Above listed prices are for base models in each item. There are multiple configurations available for each item, the % discount will apply to all configurations. A window sticker or Order Confirmation page will be sent along with quotes to entities to establish the MSRP/Catalog pricing of the vehicle that they are purchasing.						

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jen Brown, Public Works Section Director - Facilities & Fleet

Co-Submitter: Nathan Naliborski

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Cooperative Purchase Contract: With PFVT Motors, LLC d/b/a Peoria Ford, in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management.

STAFF RECOMMENDED ACTION:

1. Approve Cooperative Purchase Contract with PFVT Motors, LLC d/b/a Peoria Ford ("Peoria Ford"), in the amount of $111,956.61 for the purchase of a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Management Services; Emergency Management; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Fleet is requesting City Council approval of the Cooperative Purchase Contract to authorize the purchase of one 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and one 2026 Ford F150 XLT Hybrid 4x4 for Emergency Services.

- The F-150 Hybrid, intended for Emergency Management, will be purchased through Peoria Ford using a Cooperative Purchase Contract (CTR059322 - AZ STATE) and includes a hybrid powertrain, with a total cost of $56,303.62 including taxes and fees.
- The F-250, intended for Water Services operations, will be purchased through Peoria Ford using a Cooperative Purchase Contract (CTR059322 - AZ STATE) is currently in stock and ready for delivery, with a total cost of $55,652.99 including taxes and fees.

Both vehicles align with operational needs and fleet replacement planning, and procurement will follow established purchasing requirements. Both purchases were reviewed and approved by the Fleet Management Committee, Sustainability and are included in the FY 26 adopted budget.

Procurement Staff did verify and confirm the State of Arizona (ADOT) Contract CTR059322 is valid and can be used for this purchase.

Financial Impact:

Project Name: Purchase Contract with Peoria Ford for a 2026 Ford F250 Super Duty 4x4 Crew Cab for Water Services and a 2026 Ford F150 XLT Hybrid 4x4 for Emergency Management.
Cost: $111,956.61
Account Number Budgeted:

- Emergency Management: 001-02-039-0114-1-4401
- Water Services: 202-08-303-1053-0-4401

FY Budgeted Amount: **General Fund:** Emergency Management: $65,000 **Water Services:** $65,000
Funding Source: General Fund & Water Services - Drinking Water

Policy Impact:
The Ford F-150 hyhrid for Emergency Management is a planned replacement for a 2006 Ford F-150 and aligns with the City's fleet replacement policy. The existing vehicle was recently involved in a single-vehicle collision, with no fault attributed to Emergency Management, and is due for replacement based on age and condition. The Ford F-250 truck for Water Services supports an approved supervisor position and is required to provide the employee with a City vehicle to perform assigned duties. Both requests are consistent with adopted fleet policies and operational needs.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Do not approve the Cooperative Purchase Contract with Peoria Ford; or
2. Provide alternative procurement direction to staff and discuss further with end users.

Background and History:
The City maintains a structured fleet replacement and right-sizing process to ensure vehicles are safe, reliable, and aligned with operational needs while supporting sustainability goals where feasible. Emergency Management's existing Ford F-150 truck, placed into service in 2006, has reached the end of its useful life and was further impacted by a single-vehicle collision, with no fault attributed to Emergency Management. Replacement of this vehicle was reviewed and approved by the Fleet Management Committee as part of the FY 26 budget process.

As part of this review, electric vehicle options were discussed with Emergency Management staff and evaluated in coordination with Fleet and sustainability objectives. Due to the nature of Emergency Management operations, which may require 24-hour response capability and long-distance travel with limited charging availability, an electric vehicle was determined to be operationally impractical at this time. To balance operational reliability with sustainability considerations, a hybrid Ford F-150 was selected to reduce fuel consumption and emissions while maintaining required response capability.

Water Services has recently added a supervisor position which requires a dedicated City vehicle to support daily field operations. Electric vehicle options were similarly reviewed. Water Services supervisors routinely respond to field calls and unplanned site visits that require extended range and immediate availability. An internal combustion engine vehicle was determined to be the most appropriate option to meet these operational demands. The Water Services vehicle request was reviewed and vetted by the Fleet Management Committee and approved as part of the FY 2025-2026 budget.

Connection to PBB Priorities and Objectives:
High-Performing Governance: Serve the public by providing high-quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.
Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None.

Attachments: Peoria Ford Cooperative Purchase and Exhibits

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-148

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 **PFVT Motors, LLC dba Peoria Ford**, a Delaware Limited Liability Company ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **New Vehicle Purchase**;

B. The **State of Arizona, Arizona Department of Transportation (ADOT)** conducted a competitive and open procurement process through Request for Proposal **BPM004157** that resulted in Contract No. **CTR059322** 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:

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:

2026 F-150 4x4 XLT Super Crew and 2026 F-250 4x4 Super Duty

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.3*, 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 changes in price for materials and/or services.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred eleven thousand nine hundred fifty-six dollars and sixty-one cents** (**$111,956.61)**; 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. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until March 16, 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:	To Contractor:
Jennifer Brown, MSL City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 Jennifer.Brown@flagstaffaz.gov 928-213-2108	PFVT Motors, LLC. d/b/a Peoria Ford Wesley Boswell 9130 West Bell Road Peoria, AZ 85382 480-696-5930
With a copy to: Liane Garcia City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 lgarcia@flagstaffaz.gov	With a copy to: Nathan Naliborski City of Flagstaff 211 W. Aspen Ave. Flagstaff, AZ 86001 NNaliborski@flagstaffaz.gov

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.

PFVT Motors; dba Peoria Ford:

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. Peoria Ford Quote # 260112A & Peoria Ford Quote # TED20342 – 2 pages

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Wesley Boswell
Government Account Team
Direct: 480-696-5930

Quote # 260112A

Date	1/12/2026
Valid Until	2/16/2026
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:
City of Flagstaff
Nathan Naliborski
928-699-0469
nnaliborski@flagstaffaz.gov
Ford FIN: QA570

Invoice Address:
211 W Aspen Ave.
Flagstaff, AZ 86001

Delivery Address:
3200 West Route 66
Building 2
Flagstaff, AZ 86001

Customer unit number	Description		Line Total
	2026 F-150 (W3L) - 4x4 XLT SuperCrew	MSRP	$58,100.00
F150 4X4 SUPERCREW XLT - 145$51915 145 INCH WHEELBASE$0 TOTAL BASE VEHICLE$51915 OXFORD WHITE$0 CLOTH 40/CONSOLE/40$0 MEDIUM DARK SLATE$0 EQUIPMENT GROUP 301A$695 .XLT SERIES$0 .8-WAY POWER DRIVERS SEAT$0 .DUAL ZONE AUTO TEMP CONTROL$0 .LED FOG LAMPS$0 3.5L POWERBOOST FULL HYBRID$3560 HYBRID ELEC 10-SPD AUTO TRN$0 275/65R 18 BSW ALL-TERRAIN$0 3.73 ELECTRONIC LOCK RR AXLE$0 7400# GVWR PACKAGE$0 CALIFORNIA XLT VALUE PKG$0	FORD FLEET SPECIAL ADJUSTMENT$0 SKID PLATES$160 MOBILE OFFICE PACKAGE$1270 .FLOW THRU CONSOLE VINYL LID$0 TOW/HAUL PACKAGE$500 .INTEGRATED TRAILER BRAKE CONT$0 18X8.5 PAINTED ALUM WHL$0 STANDARD FUEL TANK$0 CONN PKG: 1 YR INCL W/FORD APP$0 SPECIAL DEALER ACCOUNT ADJUSTM$0 SPECIAL FLEET ACCOUNT CREDIT$0 FUEL CHARGE$0 NET INVOICE FLEET OPTION (B4A)$0 PRICED DORA$0 ADVERTISING ASSESSMENT$0 DESTINATION & DELIVERY$2595		
		Phase 1 discount applied 14.96%	-$8,690.40
		DIO: Window tint, 2 additional keys 4 total	INCLUDED
		Ford Destination & Delivery	$2,595.00

Special Notes and Instructions
Unit(s) will be ordered once approved

Vehicle Registration not included

Subtotal		$52,004.60
Sales Tax	8.10%	$4,212.37
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$75.00
Docs & Registration		$0.00
Total Per Unit		$56,303.62
Quantity of Units		1
PO Total		**$56,303.62**

Jennifer Brown
Jennifer Brown
1.13.2026

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Wesley Boswell
Government Account Team
Direct: 480-696-5930

READY TO SERVE PEORIA Ford Drive one.

Quote # TED20342

Date	1/12/2026
Valid Until	2/16/2026
Contract	CTR059322 - AZ STATE
PO	
Lead Time	In stock

Customer:
City of Flagstaff
Nathan Naliborski
928-699-0469
nnaliborski@flagstaffaz.gov
Ford FIN: QA570

Invoice Address:
211 W Aspen Ave.
Flagstaff, AZ 86001

Delivery Address:
3200 West Route 66
Building 2
Flagstaff, AZ 86001

Customer unit number	Description	Line Total
	SUPER DUTY TE D20342 2026 F250 SRW 4X4 CREW CAB EXTERIOR XL 160" WB STYLESIDE OXFORD WHITE 6.8L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT-G MEDIUM DARK SLATE CLOTH MSRP	$55,405.00

EXTERIOR
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

INTERIOR
- 1TOUCH DWN DR/PASS WINDOW
- 4.2" CLUSTER DISPLAY
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL
- 4-WHEEL ANTILOCK BRAKE SYS
- 5G MODEM
- FORD APP
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT

SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE
OPTIONAL EQUIPMENT/OTHER
PREFERRED EQUIPMENT PKG.600A
10-SPEED AUTO TORQSHIFT-G NO CHARGE
XL OFF-ROAD PACKAGE 995.00
.33" OFF ROAD LT285/70R17 AT
.3.73 ELECTRONIC-LOCKING AXLE
.SKID PLATES
PLATFORM RUNNING BOARDS 445.00
10000# GVWR PACKAGE
50 STATE EMISSIONS NO CHARGE
PRO POWER ONBOARD - 400W 225.00
SPARE TIRE AND WHEEL NO CHARGE
TRAILER BRAKE CONTROLLER 300.00
JACK
UPFITTER SWITCHES 250.00
250 AMP ALTERNATOR 185.00
CLOTH 40/20/40 SEAT 315.00
CONN PKG: 1 YR INCL W/FORD APP

Phase 2 discount applied 11.91%	($6,597.28)
DIO: Window tint, 2 additional keys 4 total, Delivery	INCLUDED
Ford Destination & Delivery	$2,595.00

Special Notes and Instructions
Unit(s) in stock and ready for delivery
Vehicle registration not applied
Stock # TED20342

Subtotal		$51,402.72
Sales Tax	8.10%	$4,163.62
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$75.00
Docs & Registration		$0.00
Total Per Unit		$55,652.99
Quantity of Units		1
PO Total		**$55,652.99**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Jennifer Brown
Jennifer Brown, Fleet Section Director
1.13.2026

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

EXHIBITS B.1-B.3
AGENCY CONTRACT
(attached)

1. State of Arizona (ADOT) Agency Contract CTR059322 – 88 pages
2. State of Arizona (ADOT) Contract Amendments – 15 pages
3. State of Arizona (ADOT) Percentage Off MSRP - List – 2 pages

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford — Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd — Address

Sandra Gonzalez — Printed Name

1/18/22 — Date

Peoria — City

AZ — State

85382 — Zip

Government Manager — Title

sgonzalez@peoriaford.com — Email Address

480-696-5930 — Phone Number

jmoser@ytaig.com — Company Email Address

NA — Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

Procurement Officer

3/10/2022

Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

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 be made, pertaining to the underlying contract or 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be 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) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, 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.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating 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, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (1.) of this section, in the sum of $10 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 (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

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 nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	**AMENDMENT NO.: Two (2)**
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.

3. All other terms, conditions and provisions of this contract remain unchanged.

Procurement

FORCED LABOR OF ETHNIC UYGHURS BAN

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • 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.
☒	The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Contractor.** Indicate which of the following statements applies to this Contractor (may be more than one): ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

PFVT Motors LLC dba Peoria Ford
Company Name

9130 West Bell Road
Address

Peoria | AZ | 85382
City | State | Zip

Signature of Person Authorized to Sign

Wesley Boswell
Printed Name

Government Account Manager
Title

10/24/2023
Date

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Peoria Ford	**AMENDMENT NO.: Three (3)**
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

Contract Line Items per Scope of Work, Section 12:

1. Lines 40 through 56 are hereby added to reflect 2024 pricing increases as follows:

- Line item # 41 FORD/ F-150/ ½ TON TRUCKS-REG CAB, SUPERCAB, CREW CAB -4X4 AND 4X2, GAS – 3.41% Off of MSRP phase 1 is hereby added.
- Line item # 42 "FORD/F-150/1/2 TON -CREW CAB 4X4 - LIGHTNING - 2% Off of MSRP-Phase 1" is hereby added.
- Line item # 43 "FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB-4X4 AND 4X2 - 2% Off of MSRP-Phase 1" is hereby added.
- Line item # 44 "FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION - FWD,RWD,AWD,4X4,4X2 - 2% Off of MSRP-Phase 1" is hereby added.
- Line item # 45 "FORD/MACH-E/CROSSOVER -AWD OR 4X2 - .5% Off of MSRP-Phase 1" is hereby added.
- Line item # 46 "FORD/BRONCO SPORT /COMPACT SUV -4X4 – 5.65% Off of MSRP-Phase 1" is hereby added.
- Line item # 47 "FORD/BRONCO/MID-SIZED SUV-4X4 - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 48 "FORD/E-SERIES/CUTAWAY - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 49 "FORD/TRANSIT WAGON/PASSENGER AND CREW VANS-½ TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS- 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 50 "FORD/TRANSIT/ CARGO VANS - ½TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 51 "FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN -LOW, MED, HIGH ROOF -SHORT, LONG AND EXTENDED LENGTHS - RWD - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 52 "FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB - 4X4 AND 4X2 – 1.5% Off of MSRP-Phase 1" is hereby added.
- Line item # 53 "FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 54 "FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD - 4% Off of MSRP-Phase 1" is hereby added.
- Line item # 55 "FORD/ RANGER/ MID-SIZE TRUCK -EXTENDED OR CREW CAB -4X4 OR 4X2 - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 56"FORD/MAVERICK/COMPACT TRUCK-CREW CAB-AWD OR FWD - 1% Off of MSRP-Phase 1" is hereby added.
- Line item # 57 "FORD/MUSTANG/COUPE - RWD- 7.05% Off of MSRP-Phase 1" is hereby added.

2. Contract line item number 40 "Additional Tax" is hereby added to the contract.

3. Contract line item 11 and 12, Validity End Date is hereby changed to 08/28/2024 as they are discontinued.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Peoria Ford	**AMENDMENT NO.: Three (3)**
DESCRIPTION: CTR059322 - New Vehicles Purchases	

4. Contract line item 1,2,3,4, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18 and 19, Validity End Date is hereby changed to 08/28/2024 as they have new pricing.

5. All other terms, conditions and provisions of this contract remain unchanged.

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ADOT Procurement

PROCUREMENT DETERMINATION
PRICE INCREASE

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1) Name: Tom Kornell DS **Title**: Senior Procurement Officer	**Date:** August 28, 2024
Contract Number: CTR059322 **Contract Description:** **New Vehicles Purchases**	**Contractor Name:** Peoria Ford

2) Line Item Pricing:
See attached spreadsheet.

3) Provide justification:
Peoria Ford is requesting price increases on all phase one (1) and Phase two (2) vehicles. Recently, all major manufacturers have made changes regarding dealer incentives. These incentives have dropped across all models from 50-98%. As a result of reducing these incentives, it has forced the dealerships to decrease the discount offered to the state for phase 1 vehicles. This was not a foreseeable price change at the time of the contract award.
ADOT Procurement has reviewed and researched the request. It was determined that Procurement IQ reports that passenger vehicle prices have exhibited high volatility during the last three years due to heavy fluctuations in the supply chain and price increases for manufacturing due to inflation and wage increases. Procurement IQ shows pricing continuing to grow annually at 5.1%. Additionally, the overall price level as measured by the Consumer Price Index (CPI) has also increased 18% since January 2021.
ADOT Procurement has determined the increase would be fair and reasonable and in the best interest of the State, based on the information above. Therefore, ADOT grants the increase as listed in the table below.

To Be Completed by Procurement Authority:

APPROVAL

- [X] Request Authorized Pursuant to A.A.C. R2-7-604A
- [ ] Request Denied
- [ ] Request Returned for Additional Information
- [ ] See Comments

Comments:

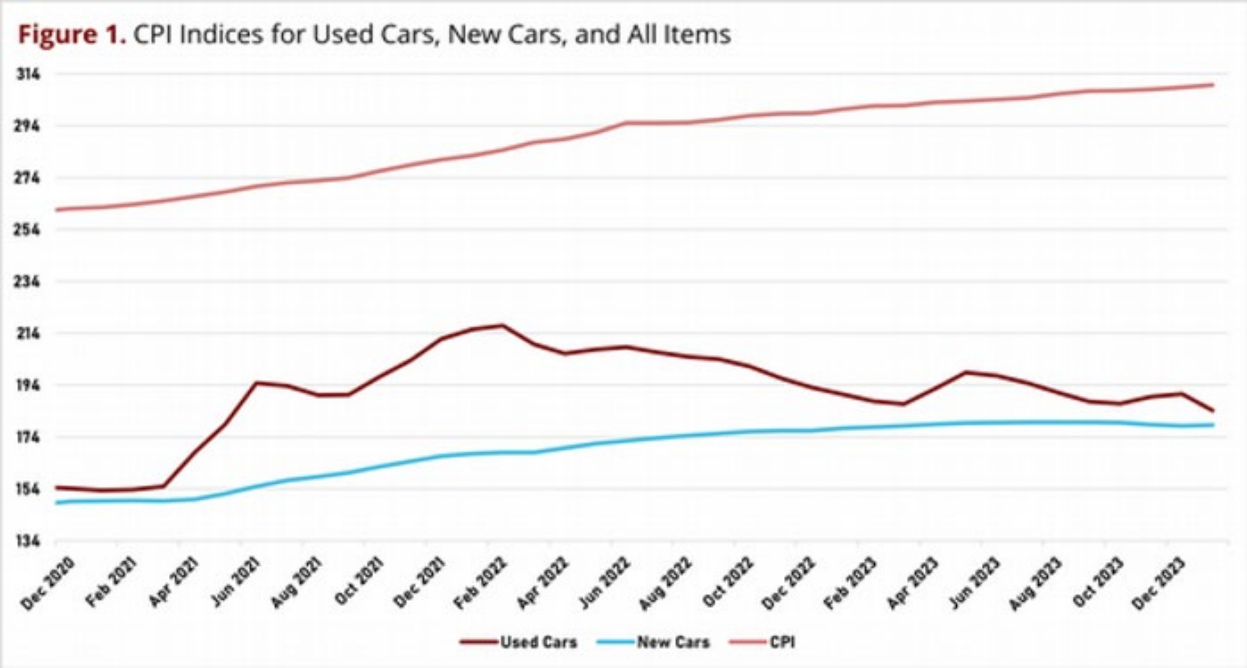
Approved by:

Signature:	Title:	Date:
DocuSigned by: Pamela Veal 69C61CE38A6E4BB...	Procurement Manager	8/28/2024

Cc: File

Peoria Ford			
Vehicle make and Model	Current % off MSRP	Proposed % off of MSRP	Difference %
FORD/ F-150/ ½ TON TRUCKS-REG CAB, SUPERCAB, CREW CAB -4X4 AND 4X2, GAS	22.50%	3.41%	19.09%
FORD/F-150/1/2 TON -CREW CAB 4X4 - LIGHTNING	10.10%	2.00%	8.10%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB-4X4 AND 4X2	22.50%	2.00%	20.50%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION - FWD,RWD,AWD,4X4,4X2	13.25%	2.00%	11.25%
FORD/MACH-E/CROSSOVER -AWD OR 4X2	1.50%	0.50%	1.00%
FORD/BRONCO SPORT /COMPACT SUV -4X4	13.20%	5.65%	7.55%
FORD/BRONCO/MID-SIZED SUV-4X4	7.10%	1.00%	6.10%
FORD/E-SERIES/CUTAWAY	20.20%	1.00%	19.20%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS-½ TON TO 1 TON -LOW, MED,	10.10%	1.00%	9.10%
FORD/TRANSIT/ CARGO VANS - ½TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	10.20%	1.00%	9.20%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	discontinued	discontinued	discontinued
FORD/TRANSIT CONNECT/MINI CARGO VAN - SWB OR LWB	discontinued	discontinued	discontinued
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN -LOW, MED, HIGH ROOF -SHORT, LONG AND EXTENDED LENGTHS - RWD	5.50%	1.00%	4.50%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB - 4X4 AND 4X2	20.50%	1.50%	19.00%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	13.10%	1.00%	12.10%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	18.50%	4.00%	14.50%
FORD/ RANGER/ MID-SIZE TRUCK -EXTENDED OR CREW CAB -4X4 OR 4X2	16.30%	1.00%	15.30%
FORD/MAVERICK/COMPACT TRUCK-CREW CAB-AWD OR FWD	10.25%	1.00%	9.25%
FORD/MUSTANG/COUPE - RWD	14.10%	7.05%	7.05%
Phase 2			
FORD/ F-150/ ½ TON TRUCKS-REG CAB, SUPERCAB, CREW CAB -4X4 AND 4X2, GAS	16.50%	16.50%	0.00%

FORD/F-150/1/2 TON -CREW CAB 4X4 - LIGHTNING	8.20%	8.20%	0.00%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB-4X4 AND 4X2	10.10%	10.10%	0.00%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION - FWD,RWD,AWD,4X4,4X2	10.25%	10.25%	0.00%
FORD/MACH-E/CROSSOVER -AWD OR 4X2	1.00%	1.00%	0.00%
FORD/BRONCO SPORT /COMPACT SUV -4X4	10.10%	10.10%	0.00%
FORD/BRONCO/MID-SIZED SUV-4X4	5.10%	5.10%	0.00%
FORD/E-SERIES/CUTAWAY	16.50%	16.50%	0.00%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS-½ TON TO 1 TON -LOW, MED,	14.50%	14.50%	0.00%
FORD/TRANSIT/ CARGO VANS - ½TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	15.25%	15.25%	0.00%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	2.20%	2.20%	0.00%
FORD/TRANSIT CONNECT/MINI CARGO VAN - SWB OR LWB	2.10%	2.10%	0.00%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN -LOW, MED, HIGH ROOF -SHORT, LONG AND EXTENDED LENGTHS - RWD	2.10%	2.10%	0.00%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB - 4X4 AND 4X2	10.10%	10.10%	0.00%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	11.10%	11.10%	0.00%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	6.50%	6.50%	0.00%
FORD/ RANGER/ MID-SIZE TRUCK -EXTENDED OR CREW CAB -4X4 OR 4X2	14.90%	14.90%	0.00%
FORD/MAVERICK/COMPACT TRUCK-CREW CAB- AWD OR FWD	9.50%	9.50%	0.00%
FORD/MUSTANG/COUPE - RWD	10.60%	10.60%	0.00%



"Looking back to the beginning of our three year period, automobile prices have both risen sharply and declined somewhat sharply, especially for used vehicles. The price of new vehicles in January 2024 is 19.6% higher than in January 2021. The price of used vehicles has gone through more volatile movements but, in January 2024, are 20.1% higher than in January 2021. The overall price level as measured by the CPI has increased 18% since January 2021. So, overall, car prices have risen relative to the average of all consumer prices, but in the end their increase is only one or two percentage points higher than the average increase in price of other goods and services in the economy. Price Trends for New and Used Cars February 20, 2024." by Dennis W. Jansen, Somali Ghosh Sinha TEXAS A&M UNIVERSITY Private Enterprise Research Center

Dear Mr. Kornell,

Thank you again for taking time from your day yesterday to discuss our request for revision to the discount percentages on our Arizona State Contract CTR059322. Recent industry changes and developments are the basis for this change request.

Below are key reasons supporting this request:

o Significant Reductions in Ford Government Price Concessions (GPC): See attached confirmation from our Ford Rep agreeing to massive cuts to these concessions, which directly affect our ability to discount vehicles to government customers.
o Increased Floor Plan Interest Rates: Higher interest rates have raised borrowing costs for dealerships, squeezing profit margins and affecting cash flow. See attached some available examples of these changes. Rates have increased by over 5% throughout the life of this contract, resulting in something that was a profit center for the dealership moving to a substantial overhead cost.
o Consumer Price Increases: Rising costs do ultimately result in higher vehicle prices for consumers, including government customers, however the adjustments to MSRPs often if not always trail increases in vehicle costs to the dealerships. In our experience, the vehicle manufactures are swift to issue cost increases, but slower to increase customer prices. Since the contract price basis is a discount off MSRP, these practices further squeeze our ability to operate without adjustment to the discount percentages. Attached is a graph represented the rapid increase of vehicle pricing since this contract started.

Some other well-known key points in the auto industry which affect our operating margins but are slightly harder to show in hard numbers due to manufacture confidentiality are also listed below.

o UAW Strikes (2022-2024): UAW strikes during this period significantly disrupted production schedules, leading to increased costs for automakers. Below are a few articles supporting the known issues caused by the UAW Strike:
- https://www.fox2detroit.com/news/uaw-strike-aftermath-car-prices-may-increase-due-to-big-three-losses
- https://www.cnbc.com/2023/11/30/fords-2023-guidance-uaw-deal-cost.html
- https://www.foxbusiness.com/economy/the-uaw-strike-might-be-over-but-will-consumers-feel-it-later
o Global Supply Chain Disruptions: Post-COVID-19 pandemic effects have continued to cause factory closures and component shortages, driving up production costs.
o Rising Raw Material Costs: Fluctuations in the prices of steel, aluminum, lithium, and cobalt have escalated manufacturing expenses.
o Technological Advancements and EV Transition: The shift towards electric vehicles and advanced technologies has increased manufacturing complexities and costs.
o Labor Shortages and Wage Increases: A scarcity of skilled labor and higher wage demands have led to increased production costs.
o Global Economic Factors: Inflation and currency volatility have influenced the cost of imported components, affecting competitiveness.
o High Demand, Low Inventory: The current market dynamic of high consumer demand against low inventory levels has led to higher vehicle prices.
o Impact on Dealership Profitability: The increased cost of holding inventory due to higher interest rates has forced dealerships to rethink pricing strategies.
o Challenges in Inventory Management: Higher interest rates necessitate more efficient inventory turnover to minimize expenses.
o Strained Manufacturer-Dealer Relations: The financial burden from increased financing costs could impact relationships between manufacturers and dealerships.

Considering these challenges, we believe it is essential to adjust the discount percentages to better reflect the current market realities. Such a revision would aid in maintaining the sustainability of our operations and ensuring continued service excellence to our clients. We appreciate your consideration of this request and look forward to discussing it further.

Sincerely,

ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- ☒ **Category One: Phase One (1) Vehicle Purchases**
- ☒ **Category Two: Phase Two (2) Vehicle Purchases**
- ☒ **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 3.41%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 2.02%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 2.0%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 2.0%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 0.5%
FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 5.65%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 1.0%
FORD/E-SERIES/CUTAWAY	MIN 1.0%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 1.0%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 1.0%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	DISCONTINUED

FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	DISCONTINUED
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 1.10%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 1.5%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	NOT AVAILABLE FOR 2024 - 1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 4.0%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	NOT AVAILABLE FOR GOV'T ORDERS FOR 2024 - MIN 1.0%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 1.0%
FORD/MUSTANG/COUPE - RWD	MIN 7.05%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND PREVIOUS MODEL YEAR TRENDS. THESE ARE MINIMUM PERCENTAGES OFF, IF WE BIGGER DISCOUNT BECOMES AVAILABLE, WE WILL EXTEND TO CUSTOMERS.

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 16.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 8.2%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 10.1%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 10.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1%

FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 10.1%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 5.1%
FORD/E-SERIES/CUTAWAY	MIN 16.5%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 14.5%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 15.25%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 2.2%
FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 2.1%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 2.1%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 10.1%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 11.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 6.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 14.9%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 9.5%
FORD/MUSTANG/COUPE - RWD	MIN 10.6%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND VERY LIMITED CURRENT MARKET AVAILABILITY. PRICING DISCOUNTS ARE LIKELY TO INCREASE ONCE PRICING IS MADE AVAILABLE AND CONSTRAINTS FOR COMMODITIES LIFT
***PHASE 2 PERCENTAGES ARE BASED ON CURRENT RETAIL MARKET AND AVAILABILITY OF FLEET ALLOCATION

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	**AMENDMENT NO.: Four (4)**
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Four (4) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	AMENDMENT NO.: Five (5)
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Five (5) to mutually extend this contract from March 17, 2026 through March 16, 2027 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

Peoria Ford	
Vehicle make and Model	New % off of MSRP
FORD/ F-150/ ½ TON TRUCKS-REG CAB, SUPERCAB, CREW CAB -4X4 AND 4X2, GAS	3.41%
FORD/F-150/1/2 TON -CREW CAB 4X4 - LIGHTNING	2.00%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB-4X4 AND 4X2	2.00%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION - FWD,RWD,AWD,4X4,4X2	2.00%
FORD/MACH-E/CROSSOVER -AWD OR 4X2	0.50%
FORD/BRONCO SPORT /COMPACT SUV -4X4	5.65%
FORD/BRONCO/MID-SIZED SUV-4X4	1.00%
FORD/E-SERIES/CUTAWAY	1.00%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS-½ TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	1.00%
FORD/TRANSIT/ CARGO VANS - ½TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	1.00%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	discontinued
FORD/TRANSIT CONNECT/MINI CARGO VAN - SWB OR LWB	discontinued
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN -LOW, MED, HIGH ROOF -SHORT, LONG AND EXTENDED LENGTHS - RWD	1.00%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB - 4X4 AND 4X2	1.50%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	1.00%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	4.00%
FORD/ RANGER/ MID-SIZE TRUCK -EXTENDED OR CREW CAB -4X4 OR 4X2	1.00%
FORD/MAVERICK/COMPACT TRUCK-CREW CAB-AWD OR FWD	1.00%
FORD/MUSTANG/COUPE - RWD	7.05%
Phase 2	

FORD/ F-150/ ½ TON TRUCKS-REG CAB, SUPERCAB, CREW CAB -4X4 AND 4X2, GAS	16.50%
FORD/F-150/1/2 TON -CREW CAB 4X4 - LIGHTNING	8.20%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB-4X4 AND 4X2	10.10%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION - FWD,RWD,AWD,4X4,4X2	10.25%
FORD/MACH-E/CROSSOVER -AWD OR 4X2	1.00%
FORD/BRONCO SPORT /COMPACT SUV -4X4	10.10%
FORD/BRONCO/MID-SIZED SUV-4X4	5.10%
FORD/E-SERIES/CUTAWAY	16.50%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS-½ TON TO 1 TON -LOW, MED,	14.50%
FORD/TRANSIT/ CARGO VANS - ½TON TO 1 TON -LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	15.25%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	2.20%
FORD/TRANSIT CONNECT/MINI CARGO VAN - SWB OR LWB	2.10%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN -LOW, MED, HIGH ROOF -SHORT, LONG AND EXTENDED LENGTHS - RWD	2.10%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB - 4X4 AND 4X2	10.10%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	11.10%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	6.50%
FORD/ RANGER/ MID-SIZE TRUCK -EXTENDED OR CREW CAB -4X4 OR 4X2	14.90%
FORD/MAVERICK/COMPACT TRUCK-CREW CAB-AWD OR FWD	9.50%
FORD/MUSTANG/COUPE - RWD	10.60%

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kevin Fincel, Interim Deputy City Manager

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Contract: Approval of the Cooperative Purchase Contract with Interim Public Management, LLC, for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC for professional level consulting services in an annual amount not to exceed $200,000 in any fiscal year; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

City staff is requesting that City Council approve the attached Cooperative Purchase Contract with Interim Public Management, LLC (IPM) under the terms of the attached City of Phoenix agency contract, which was awarded through an open and competitive procurement process, to provide professional management level consulting services. Approving this Cooperative Purchase Contract will allow City staff to utilize interim managers and/or directors through IPM during times of vacancy to allow a competitive recruitment process to be completed. It will also allow staff to retain other professional consultant services, as needed.

Financial Impact:

Project Name: Interim Public Management
Cost: up to $200,000 annually
Account Number Budgeted: various, depending on the vacancy being filled
FY Budgeted Amount: N/A
Grant Funded: N/A
Funding Source: salary savings of vacant position

Policy Impact:

Approval of the Cooperative Purchase Contract with IPM will allow the City to temporarily work with high-level management consultants to fill vacant management positions while the recruitment process for those positions is completed.

Previous Council Decision or Community Discussion:

Cooperative purchase contracts with IPM were approved by City Council in 2019 and 2022.

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract with Interim Public Management, LLC; or
2. Direct staff to conduct a formal competitive solicitation for the award of a City contract in lieu of utilizing the Cooperative Purchase Contract.

Background and History:
Purchasing staff has reviewed the agency cooperative contract and has found it to be within the scope of the city's needs, to have fees acceptable to the city, and is valid. This city contract will is coterminous with the agency contract.

Connection to PBB Priorities and Objectives:
High performing governance

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: IPM Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-141

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Interim Public Management, LLC, an Arizona limited liability company ("Contractor").

RECITALS:

A. Contractor has Contract No. 163576-0 with the City of Phoenix to provide executive level consultant services and/or assist with the selection and placement of experience and qualified individuals to fill an open position within the City of Flagstaff on an interim basis ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. 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. Scope of Work: Contractor shall provide to the City professional executive level consulting services on an as needed basis in accordance with the Scope of Work defined in the Agency Contract (relevant section attached hereto as Scope of Work, *Exhibit A*).

2. Payment:

   2.1. Payment to Contractor for the services provided under the Contract shall not exceed **two hundred thousand dollars and zero cents ($200,000.00), annually**, for the term of the Contract.

   2.2. Payment shall be made in accordance with the price list and terms set forth in the Agency Contract (relevant section attached hereto as Pricing, *Exhibit B*).

   2.3. 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 increase is less than $100,000; otherwise, City Council approval is required.

3. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Schedule which shall be completed at the time the services are requested (a sample Schedule is attached hereto as *Exhibit C*).

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit D*, 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 services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. If requested, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until July 1, 2030.

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:
Joanne Keene
City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Joanne.keene@flagstaffaz.gov

To Contractor:
Tim Pickering
President & CEO
Interim Public Management
29408 N. Verde River Way W.
Scottsdale, AZ 85263
(480) 577-0949
Tim@IPMaz.com

With a copy to:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
PBrown@flagstaffaz.gov

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.

IN WITNESS WHEREOF, the Parties hereto have executed the Contract as of the date indicated.

City of Flagstaff

By:_____
City Manager

Dated:_____

Attest:

_____
City Clerk

Contractor

By:_____

Title:_____

Dated:_____

Approved as to form:

_____
City Attorney

3. Scope of Work

3.1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.7 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most of the workforce is represented by five labor unions and two associations.

3.2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) ("Interim Executives") for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis.

The Contractor will initiate a search for a given new Services request upon receipt from the City of a signed Retainer Letter. The City will review the recommendations and issue a Schedule of Engagement to request Interim Executive services from the Contractor. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3.3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Service requests will be issued by the City in one of two formats:

1. City provided Interim Executive Services
2. Contractor provided Interim Executive Services

Services will be reimbursed by the City in accordance with the format requested by the City.

Each new assignment of Interim Executive Services will require a Retainer Letter and a Schedule of Engagement.

City sourced Candidate

There may be service requests where the City has identified a potential Interim Executive. In these circumstances, the Contractor would be required to process the candidate and administer the payroll function.

The City will provide the resume and candidate information to the Contractor.

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests Interim Executive Services from the Contractor. The Retainer Letter serves as the official request by the City to begin the Interim Executives process for the City.

This letter must include the following:

A. Date of City's request

B. Name of City Executive Representative

C. Applicable fees included in Section 4 – Pricing Proposal

Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services.

Contractor sourced Candidate

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests the initial search from the Contractor. The Retainer Letter serves as the official request by the City to begin a search and provide recommendations of Interim Executives to the City.

This letter must include the following:

A. Date of City's request

B. Name of City Executive Representative

C. Number of confidential resumes that will be provided by Contractor

D. Date the City will receive the resumes

E. Applicable fees included in Section 4 – Pricing Proposal

Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services.

3.4. CITY CLASSIFICATIONS AND PAY RANGES

Information on City job classifications and pay ranges can be found at the following website:

https://www.phoenix.gov/hr/job-descriptions

City of Phoenix

CONTRACT AMENDMENT

Effective Date	8/15/2025
Solicitation No.	RFQu 25-0530
SRM/SAP Contract No.	4701011080
City Clerk Contract No.	163576
Ordinance No. and Date	S-51998; 06/04/25
Amendment No.	001
Contract Title	Interim Executives
Contractor	Interim Public Management, LLC
Contractor Email	tim@interimpublicmanagement.com
Buyer Name	Larry Jue
Telephone No.	602-256-3478
Buyer Email	larry.jue@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to Section 5 (Standard Terms and Conditions), Subsection 5.5 (Contract Changes), Paragraph A (Contract Amendments), this amendment revises the unit of measure to hourly and weekly rates by replacing "RFQu 25-0530 Interim Executives, Pricing Proposal – Best and Final Offer (BAFO)", located at page 79 of Contract No. 163576, with the attached Exhibit A.

2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

"City"

City of Phoenix,
A municipal corporation
Jeffrey Barton, City Manager

By: _____

Adriana Phillips
Assistant Finance Director

"Contractor"

Interim Public Management, LLC

Contractor acknowledges receipt of, and agreement with, the amendment. A signed copy must be returned to the Finance Department, Procurement Division

By: _____

Name: Tim Pickering

Title: President & CEO

Date: 8.8.25

Attest:

Denise Archibald
_____ this 12 day of August 2025
City Clerk

PHOENIX, ARIZONA • INCORPORATED FEB. 25, 1881 •

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

Karen Stillwell
By: _____
Karen L. Stillwell
Assistant Chief Counsel 08/12/2025

emm

Exhibit A

RFQu 25-0530 Interim Executives

Candidates sourced by the City of Phoenix:

	INTERIM EXECUTIVE	BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 per Hour	$ 12,088 per Week
2	Deputy City Manager	$ 209.00 per Hour	$ 8,366 per Week
3	Department Head/Assistant Department Head	$ 184.00 per Hour	$ 7,372 per Week
4	Police Chief	$ 214.00 per Hour	$ 8,568 per Week
5	Deputy Department Heads/Middle Managers	$ 136.00 per Hour	$ 5,430 per Week

Candidates sourced by the Contractor:

	INTERIM EXECUTIVE	BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 per Hour	$ 12,088 per Week
2	Deputy City Manager	$ 209.00 per Hour	$ 8,366 per Week
3	Department Head/Assistant Department Head	$ 184.00 per Hour	$ 7,372 per Week
4	Police Chief	$ 214.00 per Hour	$ 8,568 per Week
5	Deputy Department Heads/Middle Managers	$ 136.00 per Hour	$ 5,430 per Week

Retainer Fees:

1	Retainer Fees – The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated services.	$ 3,000 Each
2	The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed Retainer Letter. The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing: • Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter; • Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and • Handling of all call-ins and external referrals of potential inters (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration.	Included

Contractor hereby agrees that the City is freely entitled, without payment of any resulting fee to Contractor, to hire, employ, contract for or engage for the performance of services for or for the benefit of the City other than through Contractor ("Direct Hire") any Interim Executive that has been presented or provided by Contractor to provide Services to the City under this Agreement or any Schedule of Engagement, provided such Direct Hire occurs at least one year after the later of the presentment of such Contractor-Sourced Executive to the City or the conclusion of Services provided to the City by such Contractor-Sourced Executive through Contractor.

If at any time within one year after the later of the presentment of a given Contractor-Sourced Executive to the City or the conclusion of Services provided by such Contractor-Sourced Executive through Contractor, City Direct Hires such Contractor-Sourced Executive, on each such occasion the City hereby agrees to pay Contractor a Hiring Charge equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Contractor-Sourced Executive for such employment or engagement, payable to Contractor upon the commencement of such Contractor-Sourced Executive's work for the City.

EXHIBIT C

SCHEDULE [__]
TO
PROFESSIONAL SERVICES AGREEMENT

Effective Date of Schedule: [Insert date]

Client: [Insert Client name and State]

Services: [Insert description]

Expected Commencement Date for Engagement: [Insert date]

Expected Services Performance Schedule: [Insert number] days per week, typically [Insert weekdays]

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services per the Expected Services Performance Schedule to the Client: $[Insert amount] per week, per Consultant or other IPM resource.

The Services Fees set forth above shall increase by five percent on [Insert date] and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Expenses. Client shall reimburse IPM for the following expenses:

- Actual cost for business-related meals, mileage at IRS standard rates, lodging, supplies, copies, postage, and other customarily reimbursed expenses reasonably related to the performance of the Services; and
- An administrative charge of 15% on all reimbursed expenses.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until [Insert date] and shall continue month to month after said date. After [Insert date], this Schedule may be terminated (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement before [Insert date], Client shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and [Insert date].

SAMPLE

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: [Insert Client name]

_____

By: [Insert name and title of signer] Date

ATTEST:

_____

Agreed to and accepted by Interim Public Management, LLC:

By: _____

Tim Pickering, President and CEO Date

SAMPLE

163576--0

City of Phoenix

REQUEST FOR QUALIFICATIONS
RFQu 25-0530
INTERIM EXECUTIVES

City of Phoenix
Finance Central Procurement
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

RELEASE DATE: February 27, 2025
DEADLINE FOR QUESTIONS: March 6, 2025
RESPONSE DEADLINE: March 19, 2025, 2:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
RFQu 25-0530
Interim Executives

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2. Instructions 5
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5. Standard Terms and Conditions 18
6. Special Terms and Conditions 31
7. Defense and Indemnification 39
8. Insurance Requirements 40
9. Submittals 43

Submittal Attachments:

A – Submittal Form – Costs and Payments

B – Submittal Form – Conflict of Interest and Transparency

C – Submittal Form – Offer Signature Page

D – Submittal Form – References

1. Introduction

1.1. Summary

The City of Phoenix, Human Resources Department, is seeking offers from qualified firms or sole proprietors who can provide Professional Interim Executive Services, on an as-needed basis.

1.2. Contact Information

Audra DeVictor
Finance Procurement Officer
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
Email: audra.devictor@phoenix.gov
Phone: (602) 534-2438

Department:
Finance Central Procurement

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are local Phoenix time. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Audra DeVictor) at (602) 534-2438/Voice or 711/TTY, or audra.devictor@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	February 27, 2025
Pre-Offer Conference (Non-Mandatory)	March 6, 2025, 9:00am Pre-Offer Conference Registration Link
Written Inquiries Due Date	March 6, 2025, 5:00pm
Written Responses Date	March 11, 2025, 5:00pm
Offer Due Date	March 19, 2025, 2:00pm Please submit all offers electronically to procurement@phoenix.gov.

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Interim Executive services for the City's Human Resources Department, on an as-needed basis. for a five-year contract commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from https://solicitations.phoenix.gov/. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.12. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

Email Subject Line should state "[insert Solicitation number and Title]" for "[insert Company Name]"

Contents in the Email body:

A. Offeror's Name

B. Offeror's Address (as shown on the Certification Page)

C. Solicitation Number

D. Solicitation Title

E. Offer Opening Date

F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically

may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, https://solicitations.phoenix.gov/Awards within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Special Requirements

The Offeror(s) must be Certified (please refer to the Scope of Work for General and Specific Requirements) and registered with the appropriate regulatory agency.

In order for an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

2.16. Qualification Criteria

Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes:

A. Offeror must have been in business at least five (5) consecutive years providing related services as listed in this solicitation, within the last seven (7) years.

B. Have a minimum of five (5) years' experience providing all of the services as listed in this solicitation for private and public entities. Experience with government agencies that is comparable in size to the City of Phoenix is preferred.

2.17. Content of Response

The Offerors' response shall be submitted in accordance with the requirements listed in 9. Submittals section.

2.18. Evaluation and Selection

After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 40 pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated in accordance with the solicitation by an Evaluation Committee and/or the Procurement Officer. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

2.19. Agreement

The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

2.20. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting,

posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.21. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.22. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.23. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.24. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.25. Contract Award

The City reserves the right to multiple award.

2.26. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Contractor. Responsibility includes the Offeror’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City’s determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror’s references, including information about Offeror’s history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of

the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

2.27. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

2.28. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

2.29. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or

otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.30. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

3. Scope of Work

3.1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.7 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most of the workforce is represented by five labor unions and two associations.

3.2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) ("Interim Executives") for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis.

The Contractor will initiate a search for a given new Services request upon receipt from the City of a signed Retainer Letter. The City will review the recommendations and issue a Schedule of Engagement to request Interim Executive services from the Contractor. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3.3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Service requests will be issued by the City in one of two formats:

1. City provided Interim Executive Services
2. Contractor provided Interim Executive Services

Services will be reimbursed by the City in accordance with the format requested by the City.

Each new assignment of Interim Executive Services will require a Retainer Letter and a Schedule of Engagement.

City sourced Candidate

There may be service requests where the City has identified a potential Interim Executive. In these circumstances, the Contractor would be required to process the candidate and administer the payroll function.

The City will provide the resume and candidate information to the Contractor.

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests Interim Executive Services from the Contractor. The Retainer Letter serves as the official request by the City to begin the Interim Executives process for the City.

This letter must include the following:

A. Date of City's request

B. Name of City Executive Representative

C. Applicable fees included in Section 4 – Pricing Proposal

Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services.

Contractor sourced Candidate

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests the initial search from the Contractor. The Retainer Letter serves as the official request by the City to begin a search and provide recommendations of Interim Executives to the City.

This letter must include the following:

A. Date of City's request

B. Name of City Executive Representative

C. Number of confidential resumes that will be provided by Contractor

D. Date the City will receive the resumes

E. Applicable fees included in Section 4 – Pricing Proposal

Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services.

3.4. CITY CLASSIFICATIONS AND PAY RANGES

Information on City job classifications and pay ranges can be found at the following website:

https://www.phoenix.gov/hr/job-descriptions

4. Pricing Proposal

(A) The Contractor shall submit the all-inclusive billable rate as an hourly rate for each Executive Title listed below. The prices shall be all-inclusive and include all pertinent additional fees normally associated with this type of service. No additional charges shall be allowed.
(B) The Contractor shall provide itemization of the costs included in the hourly rate. To include but not limited to: mark-up, administrative fees, benefits, personnel rates, etc.

Candidates sourced by the City of Phoenix:

	INTERIM EXECUTIVE	HOURLY RATE
1	City Manager /Asst. City Manager	$ _____
2	Deputy City Manager	$ _____
3	Department Head/Assistant Department Head	$ _____
4	Police Chief	$ _____
5	Deputy Department Heads/Middle Managers	$ _____
	TOTAL **(Sum of rows 1-5)**	$_____

Candidates sourced by the Contractor:

	INTERIM EXECUTIVE	HOURLY RATE
1	City Manager /Asst. City Manager	$ _____
2	Deputy City Manager	$ _____
3	Department Head/Assistant Department Head	$ _____
4	Police Chief	$ _____
5	Deputy Department Heads/Middle Managers	$ _____
	TOTAL **(Sum of rows 1-5)**	$_____

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract” or “Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

5.2. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any
2. Special terms and conditions
3. Standard terms and conditions
4. Amendments
5. Statement or scope of work
6. Specifications
7. Attachments
8. Exhibits
9. Instructions to Contractors
10. Other documents referenced or included in the Solicitation

C. **Organization – Employment Disclaimer:** The Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total

responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

E. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

F. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

G. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

H. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. **Facsimile or Electronic Signature:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

5.3. Contract Administration and Operation

A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.

B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take

action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, 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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with *35 employees or fewer:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

2. **For a Contractor with *more than 35 employees:*** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and

that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

E. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance. Because the contractor will

be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

F. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

G. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

5.4. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City

herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

5.5. Contract Changes

A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

5.6. Risk of Loss and Liability

A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs

are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

C. **Force Majeure:** Except for payment of sums due, neither party will 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. Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

D. **Loss of Materials:** If applicable, the City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

F. **Damage to City Property:** If applicable, Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this

intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.8. Contract Termination

A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or

given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **Conditions and Causes for Termination:**

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
    - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
    - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
    - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
    - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
    - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

5.9. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt

requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

5.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

5.11. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.12. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City 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, and require the same of all subcontractors.

5.13. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use

Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.14. No Israel Boycott

If this Contract is valued at $100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.15. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People’s Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People’s Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (c) the use of 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.

5.16. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.17. Release of Information - Advertising and Promotion

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior

written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.18. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

5.19. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the 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 will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about July 1, 2025 and will continue for a period of five (5) years thereafter.

6.2. Price

All prices submitted shall be firm and fixed for the initial one-year term of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such s a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

6.3. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

6.4. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

6.5. Method of Payment

Payment to be made from Contractor’s invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.6. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

6.7. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at https://www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

6.8. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

6.9. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.10. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

6.11. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.12. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

6.13. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

6.14. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

6.15. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s))" pursuant to this Agreement will be subject to background and security checks and

screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

6.16. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

6.17. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

6.18. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

6.19. Continuing Duty; Audit

Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

6.20. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.

- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

6.21. Background Screening – Standard Risk

A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL

B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

1. require a badge or key for access to City facilities; or
2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
3. allow unescorted access to City facilities during normal and non-business hours.

C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:

1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
2. for reviewing the results of the background check every five years; and,
3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
4. Submitting the list of qualified Contract Workers to the contracting department.
5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

6.22. Confidentiality

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City’s written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages or proceedings arising out of Contractor’s breach of this Section (Confidentiality). Contractor’s obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.23. Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: https://www.fpc.gov/resources/glossary/.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

    1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

    2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly

provide a written description of the technical and organizational methods it employs for processing PII.)

3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;

7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

7. Defense and Indemnification

7.1. Professional Services

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

8. Insurance Requirements

8.1. Consultant's Insurance

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase additional insurance as they determined necessary.

8.2. Scope and Limits of Insurance

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

8.3. Commercial General Liability – Occurrence Form

General Aggregate $2,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a consultant or subconsultant is exempt under A.R.S. §23-902(E), **AND** when such consultant or subconsultant executes the appropriate sole proprietor waiver form.

8.6. Professional Liability (Errors and Omissions Liability)

Each Claim $1,000,000
Annual Aggregate $1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.8. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that

the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8.9. Verification of Coverage

Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION**.

8.10. Subconsultants

Consultant's certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Contract.

8.11. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

9. Submittals

Submittal Instructions and Evaluation Requirements

EVALUATION CRITERIA
In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Qualifications, Experience and References	325 POINTS
Method of Approach	375 POINTS
Pricing	300 POINTS
TOTAL AVAILABLE POINTS:	1000 Maximum

9.1. Copies

Please submit one electronic copy of the Submittal Section and all other required sections identified in each section below. Include any additional documentation as requested by the City or additional information as deemed appropriate by the Offeror which demonstrates compliance. Offer shall not exceed 40 pages (total). **DO NOT password protect any files or provide links for the City to download any portions of the submittals. The City will ONLY consider the information contained within the Offeror's submission.** The City may incorporate the successful Offer into the awarded contract.

A. Excel documents must be returned both in Excel and PDF.

B. *Failure to provide the information requested may result in the Offer being deemed as non-responsive or may result in deduction of points for the relevant criteria identified above.*

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

9.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

The written offer should be:

- Typewritten for ease of evaluation (preferred by not required)
- Signed by an authorized representative of the Offeror

- For ease of evaluation, the City is requesting that Offerors' responses be submitted in the order indicated below and must contain the following:
- Submitted with contact information for the individual(s) authorized to negotiate with the City

SECTION 1 – TITLE PAGE

The Title page should include the Solicitation number and title, name and address of the Offeror(s), and the date of the proposal.

SECTION 2 – COVER LETTER

The Title page should include the Solicitation number and title, name and address of the Offeror(s), and the date of the proposal.

Offeror Introduction Overview (PDF)

The cover letter shall provide a brief overview of the firm's history. Describe your organization, including such information as when it was organized, when it began operations, provide a description of all of the services provided by your firm and how many consecutive years the Offeror has been providing Interim Executive Services as described in this Solicitation.

Provide "an overview" of the services offered in your proposal. The detailed description of the offerings shall be included below, in Section 5 - Method of Approach.

A. Provide a single main contact name, title, address, phone number, and email address for all matters related to this solicitation.

B. Provide the contact name, title, address, phone number and email address for the primary contact who will have day-to-day responsibilities for working with the City.

C. Provide the address of your firm's office that will provide Services to the City of Phoenix.

SECTION 3 – TABLE OF CONTENTS

The Table of Contents shall include references for all sections and sub-sections within the Offer. Please include the corresponding page numbers.

SECTION 4 – QUALIFICATIONS, EXPERIENCE AND REFERENCES (Weight/Points – 325)

Provide the required documentation to demonstrate the firm's compliance to the requirements outlined in this section. Evaluation of Qualifications, Experience and References will be based on the Offeror's demonstrated qualifications and experience in successfully completing similar projects to the satisfaction of their customers. Offeror must provide a narrative for each requirement. Offeror is encouraged to provide supplemental documentation (if applicable) to their narrative responses, provided that the information supplements clearly and concisely the response to the specific requirement.

1. **Qualification Criteria**
   Demonstrate how Offeror complies with all of the requirements as listed in solicitation Section 2, Instructions, paragraph 2.16 Qualification Criteria. Provide a narrative and/or supporting

documentation to demonstrate compliance of all items. Failure to demonstrate compliance to these items will disqualify your proposal from further evaluation.

A. Offeror must have been in business at least five (5) consecutive years providing related services as listed in this solicitation, within the las seven (7) years.

B. Offeror must have a minimum of five (5) years' experience providing all of the Services as listed in this Solicitation for private and public entities. Experience with government agencies that is comparable in size to the City of Phoenix is preferred.

2. FIRM Experience & Qualifications Narrative

A. Describe your firm's overall your experience providing Interim Executive Services to other clients of similar scope and comparable in size to the City of Phoenix. Describe your book of business, indicate the client type (public vs private), and size of the clients you serve. Describe how those clients are comparable in size to the City of Phoenix with an estimated 14,000 employees. Please describe any specializations that your firm offers (ie finance, public safety, aviation, transportation, utilities).

B. Describe your firm's resources available for this project.

C. Demonstrate Offeror's capabilities, experience and expertise on how you propose to manage the services for the City in accordance with the scope of work requirements.

D. Provide a list of subcontractors which will be used to provide the Services outlined in the solicitation. Describe the Services which they will be providing.

E. **References:** The References information shall be included in the solicitation in the Submittal – References Form. Indicate the number of employees for each client listed on the reference form. Government agencies are preferred but not required. The City reserves the right to contact these references and discuss the client's level of satisfaction with the Offeror and it's services.

3. PERSONNEL Experience & Qualifications Narrative

A. **Key Personnel Resumes:** Provide up to a one-page resume for each proposed key personnel (includes all positions identified in the Organizational chart) which will be providing Services covered in the scope of this Solicitation. Resumes shall reflect relevant experience and qualifications for the Services as outlined in this Solicitation.

For each Key Personnel identified, provide the following:

1. Name
2. Length of employment with the company
3. Proposed percentage of overall time to be dedicated to the resulting agreement
4. Brief summary of each individual's:
   i. Professional Experience
   ii. Relevant Experience (with similar roles to the proposed key position)
5. Education (training and education including institution, degree, major)
6. Certifications (certifications relevant to the proposed key position, including type of certification)

B. **Organizational Chart:** Provide an Organizational chart of the team(s) who will be working on the City's account. Please identify key personnel by name, title, location and contract role(s). For each proposed team member, include proposed staffing for the City (role, % dedication or number of FTEs, and start and end date) that you believe will be necessary to support each project team's work.

Account Management Team: Outline the proposed Account Management Team responsible to provide for the smooth daily operation of the City's account, as well as problem resolution and addressing elevated issues. Identify team members and roles.

SECTION 5 – METHOD OF APPROACH
(Weight/Points – 375)

Evaluation of Method of Approach will be based on the Offeror's demonstrated ability to meet the City's project requirements, project implementation and the project schedule which demonstrates the ability to begin work quickly and ensure all Services will begin by July 1, 2025.

A. Narrative:

1. Provide a detailed narrative response to describe your ability to comply with the City's requirements identified in Section 3 – Scope of Work.
2. Provide a narrative of your firm's approach of how you propose to conduct Interim Executive services.
3. Describe what steps are to be utilized to find the appropriate candidate and include key components to ensuring the target audience is engaged and participating in each specific Interim Executive search.
4. Project Schedule/Timeline: Provide a sample timeline which outlines the process for a City Request for an Executive position. Includes City Responsibilities, Offeror's responsibilities and the following:
   i. Milestones
   ii. Timeline for each milestone
   iii. Deliverables
   iv. Final acceptance

   Note: The project schedule elements will be finalized following the contract award. The City reserves the right to adjust as deemed appropriate for a successful placement.

5. Project Example: Provide an example of a successful past placement/project which outlines the items listed in #4 above. The example should be for a client comparable in size to the City, and for an Executive level position similar to what is requested in the scope of work.

SECTION 6 – CITY FORMS (Submittal pages)
Provide the completed City issued Submittal forms. All forms must be completed in it's entirety and returned with the Offer.

SECTION 7 – ADDENDA
Provide the signed Addenda with the Offeror. The Offeror must acknowledge receipt of any/all addenda by signing and returning with the offer. Failure to return signed Addenda may deem your Offer as non-responsive. See solicitation Section 2.8. Addenda.

SECTION 8 – PRICING
(Weight/Points – 300)

Complete the Pricing proposal form in its entirety.

SECTION 9 – EXCEPTIONS

Refer to RFP Section 2.6 Exceptions. It is the City's preference to not receive exceptions. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer by the date indicated in the Schedule of Events.

Should exceptions be submitted: The preferred method is a Word document with the following columns and corresponding information:

Exceptions should always include the City provision and proposed redline.

1) RFP Section, Provision number and Title and page number
2) Copy of City's RFP provision
3) City's provision with proposed redlines/changes
4) Explanation/justification for requested change(s).

SECTION 10 – CONFIDENTIAL ATTACHMENTS

This section only applies if the Offeror identifies some of the Offeror's information as Confidential and/or Proprietary. All documents which the Offeror identifies as Confidential and/or Proprietary should be included in this section.

City of Phoenix

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX – The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No.	NA
Use Tax No. for Out-of-State Suppliers	NA
City of Phoenix Sales Tax No.	NA
Arizona Corporation Commission File No.	L16199249

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)	VN3078033

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature	March 15, 2025 Date
Tim Pickering, President & CEO Print Name and Title *(President, Manager, Member)*	Interim Public Management LLC Offeror Legal Name and Company Type *(LLC, Inc., Sole Proprietor)*

Street Address:	29408 N Verde River Way W
City, State, Zip Code:	Scottsdale, Arizona 85263
Telephone Number:	(480) 577-0949
Email Address:	Tim@IPMaz.com

City of Phoenix

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 163576--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate: Adriana Phillips
Title: Assistant Finance Director
Department: Finance Department

Attest:

this 01 day of July 2025

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

SECTION 6 – CITY FORMS (Submittal pages)

Following, please find the completed City issued Submittal forms.

City of Phoenix

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

☑ Contractor offers a prompt payment discount of either 0% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

Page 1 of 1

City of Phoenix

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
Tim	G.	Pickering	

2. Contract Information

Solicitation # or Name: RFQu 25-0530

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e, parties to the Contract)

Interim Public Management LLC

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

Tim Pickering, Managing Member; Deanna Pickering, Member

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- ☑ Subcontractors may be retained, but not known as of the time of this submission.
- ☐ List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

N/A

City of Phoenix

7. **Disclosure of Conflict of Interest:**

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a "conflict of interest" issue under City Code Section 43-34?

"An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."

☑ I am not aware of any conflict(s) of interest under City Code Section 43-34.

☐ I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect, But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

☑ I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.

☐ I am aware of the following conflict(s) of interest:

8. Acknowledgements

A, **Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation**

☑ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

☑ This "no-contact" provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190,4 and 43-36, by respondents, or their agents, will lead to **disqualification.**

B, **Fraud Prevention and Reporting Policy**

☑ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

Tim Pickering	President & CEO
PRINT NAME	TITLE
	March 15, 2025
SIGNATURE	DATE
Interim Public Management, LLC	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	

City of Phoenix

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Offeror shall furnish the names and contact information for a minimum of three clients for whom the Offeror is **furnishing** or has furnished Services similar to those described in this solicitation, within the last seven years. Government references for similar services and similar size to the City of Phoenix are preferred, but not required. Do not list City of Phoenix employees or officials as references.

Name of Company:	City of Tucson
Name of Contact / Title:	Teri Traaen, Ed,D,, D,P,A,, Human Resources Director
Email Address:	teri.traaen@tucsonaz.gov
Phone Number:	(520) 791-4241
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided,
	Interim Human Resources Director, Contract #222910 (6/24/24 – 11/18/24), 5,000 employees, Interim Human Resources Director

Name of Company:	City of Glendale
Name of Contact / Title:	Kevin Phelps, City Manager
Email Address:	kphelps@glendaleaz.com
Phone Number:	(623) 930-2870
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided.
	Interim Court Administrator, Contract # C-19-0599 (5/26/23 - 9/15/23), 2,047 employees, Interim Court Administrator

Name of Company:	City of Scottsdale
Name of Contact / Title:	Brent Stockwell, Assistant City Manager
Email Address:	bstockwell@scottsdale,az,gov
Phone Number:	(480) 312-7288
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided.
	Interim Finance Consultant, Contract # 2023-194-COS (12/28/23 – 3/29/24), 2,683 employees, Interim Finance Consultant

(additional copies of this page can be made as needed)

Interim Public Management, LLC

Response to

City of Phoenix, Arizona

Request For Qualifications (RFQu)

Solicitation # RFQu 25-0530

Interim Executives for the City of Phoenix, Arizona

Offer Opening Date and Date of Proposal: March 19, 2025, 2:00 pm

Prepared and Electronically Delivered by:
Tim Pickering, President & CEO

Interim Public Management, LLC
29408 N. Verde River Way W.
Scottsdale, Arizona 85263
Telephone: (480) 577-0949
Email: Tim@IPMaz.com
www.interimpublicmangement.com

Interim Public Management, LLC
29408 N. Verde River Way W
Scottsdale, Arizona 85263
480.577.0949
Tim@IPMaz.com

SECTION 2 – COVER LETTER

March 19, 2025

Margie Vasquez
Procurement Officer
City of Phoenix Finance Department
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
Delivered via email: procurement@phoenix.gov

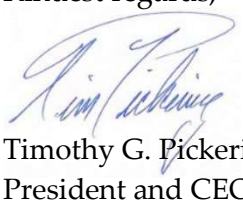
Dear Margie,

Thank you for allowing Interim Public Management, LLC (IPM) to respond to the Request for Qualifications, #RFQu 25-0530. This letter will provide a brief overview of IPM's history and introduce our proposal. IPM was organized as an LLC and began operations in 2010 and has operated continually for almost 15 years here in Arizona. IPM offers only one service: providing highly qualified interim executives for municipal clients.

A. The single main contact for the enclosed solicitation is Tim Pickering, President & CEO, 29408 N. Verde River Way W., Scottsdale, AZ 85263, Tim@IPMaz.com.
B. The day-to-day responsibilities for working with the City: Tim Pickering, President & CEO, 29408 N. Verde River Way W., Scottsdale, AZ 85263, Tim@IPMaz.com along with the firm's Chief Operating Officer, John Kross.
C. Our firm's office address providing services to the City is 29408 N. Verde River Way W., Scottsdale, AZ 85263.

We have enjoyed a good working relationship with the City of Phoenix and hope you find this offering suitable to continue that relationship. Should you have any questions, please do not hesitate to contact me.

Kindest regards,



Timothy G. Pickering
President and CEO

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SECTION 4 QUALIFICATION, EXPERIENCE AND REFERENCES
(Weight/Points – 325)

1. Qualification Criteria, including Company information, History, Experience, and current workload capacity. Include the following:

A. Years in business providing Interim Executives to City and Counties - 14 plus years consecutively.

B Years of experience providing these services to government agencies - 14 plus years consecutively including providing these services for an organization with 10,000+ employees.

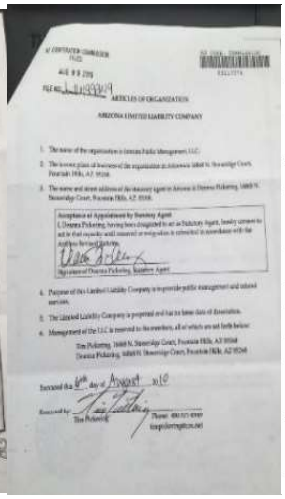
Incorporated in August of 2010 as an Arizona limited liability company (LLC), in 2025 IPM is celebrating 15 years of providing interim executive staffing services to Arizona municipalities and counties. Below are IPM's State of Arizona Articles of Organization and a sample certificate of insurance for the City of Phoenix. All IPM insurance carriers are duly licensed or authorized to do business in the state of Arizona and have an "A.M. Best" rating of not less than B+ VI.


STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

ARTICLES OF ORGANIZATION

INTERIM PUBLIC MANAGEMENT, LLC


ARTICLES OF ORGANIZATION

ARIZONA LIMITED LIABILITY COMPANY


ACORD CERTIFICATE OF LIABILITY INSURANCE

2. FIRM Experience & Qualifications Narrative:

A. Interim Public Management, LLC (IPM) is pleased to respond to this Request for Qualifications (RFQu). IPM fully understands the products and services requested by the City of Phoenix, and we are confident in our ability to fulfill these requirements. IPM's business focuses solely on providing interim City Managers, department directors, officers, managers, administrators and similar professional executives to cities and counties, primarily in Arizona. We understand the needs of municipalities and the relationships that must be developed with municipal employees, as IPM's owner himself has served three municipalities as City Manager and another as Interim City Manager, while our new Chief Operating Officer served 17 years as Queen Creek's Town Manager. IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour.

During our almost 15-year existence, IPM has provided more than 200 executives to local governments in cities and counties. We have provided interim executives to large organizations such as the City of Tucson, Coconino County, Gila County, the state of Nevada, Scottsdale, Adams County (Colorado), Flagstaff, Cochise County, Glendale, Yuma County, and Yavapai County, as well as the City of Phoenix.

B. The 250+ Associates on our team are pre-vetted and are exclusively contracted and dedicated to IPM, eliminating conflicts of interest and ensuring alignment of our clients' immediate needs for the skills of our Associates. Every IPM Associate abides by the International City/County Management Association's (ICMA) code of ethics, and each IPM Associate signs a confidentiality agreement to ensure our clients' sensitive information is protected. Having Arizona Associates already vetted and on our team separates us from other firms. We do not rely on LinkedIn or other search engines to find interim candidates at the time the City may need them, as we already have assembled our team. This is what allows us to respond so quickly when a client needs an interim resource in quick order.

IPM has had no litigation in its almost 15-year history, and no contracts with clients have ever been cancelled for cause. We specialize in providing city department directors and city managers, offering 60 different positions to assist municipal organizations with specialized services to take away the uncertainty when an unexpected transition occurs.

C. IPM acts with urgency to serve our clients during critical times of leadership transition. We guarantee that within 15 days you will have interim candidates for review and consideration. IPM Associates bring proven quality and excellence to their interim leadership roles, as is needed during times of change. IPM Associates typically have 25-plus years of experience performing the duties of the needed position for other Arizona public entities. With more than 250 Associates to choose from, IPM has the capacity to provide the City with the right resources for interim Executive staffing assignments, ready for deployment when needed.

D. No subcontractors are anticipated to be used by IPM in filling the interim roles.

E. References: See Submittal Reference Form.

3. PERSONNEL Experience & Qualifications Narrative:

A. Names and Resumes of Key Personnel Assigned to this Contract (resumes shall be no more than 1 page).

Please find below resumes for each of the company principals, all of whom will be assigned to the City of Phoenix contract including the proposed percentage of overall time dedicated to the resulting agreement:

- **Tim Pickering**, Owner, President & CEO – City and organization C-Level management for 20-plus years, Arizona Local Government Executive staffing 15-plus years; 100%
- **Deanna Pickering**, Owner and General Counsel – Business and contracts law for 32 years; 25%

- **John Kross**, Chief Operating Officer – IPM's newest addition to ensure City and County clients are well served in a responsive manner. 17 years as Town Manager and over 32 years' experience working for multiple municipalities in Arizona; 100%
- **Nancy Schwander**, Senior Associate – Public Sector Human Resources Manager and Director for nearly 30 years; 100%

On the following resumes, you will find the individual's name, length of employment with the company, and a summary of professional and relevant experience, education and certifications.

TIM PICKERING, ICMA-CM, CEcD

Arizona resident for 23 years, with three decades of C-level management experience working for cities; founded and operates local government executive staffing company.

PROFESSIONAL EXPERIENCE

President and CEO, Interim Public Management, LLC, Scottsdale, Arizona (August 2010 to Present)

Founder/owner of firm providing interim department directors and city managers to cities and counties and public organizations in Arizona. Developed business from idea stage to being Arizona's largest local government executive staffing service with over 250 Associates.

President and CEO, Salt River Devco, Scottsdale, Arizona (April 2008 to March 2010)

Operated complex commercial development and asset management company owned by a Native American community that involved developing 108 acres under 65-year land leases, building offices and hotels, ensuring positive relations with all tenants, and obtaining project financing.

Town Manager, Fountain Hills, Arizona (September 2002 to November 2007)

Chief administrative officer of the government in Fountain Hills. Fountain Hills had a 2007 operating and capital budget of $31M. The position acted as the economic development director, chief financial officer and primary media contact. Served as a Board Member on Greater Phoenix Economic Council (GPEC) and Maricopa Association of Governments (MAG).

City Manager, Olivette, Missouri (January 1997 to May 2002)

Director of Economic Development, City of Collinsville, Illinois (October 1991 to January 1997)

Village Administrator, Village of Freeburg, Illinois (July 1990 to October l991)

PROFESSIONAL INVOLVEMENT

- International City/County Management Association (ICMA) – member since 1989; Credentialed Manager since program inception in 2002
- Arizona City Management Association – Board Member, 2004-2007
- Valley Leadership Board of Directors – 2010
- International Economic Development Council – member since 1998, CEcD since 1999

EDUCATION

MASTERS OF PUBLIC ADMINSTRATION
Southern Illinois University, Edwardsville, IL, March 1990
Emphasis: Municipal Administration, Economic Development
Honors: Dr. Leo Cohen Urban Management Award

BACHELOR OF SCIENCE DEGREE
Southern Illinois University, Carbondale, IL, May 1988
Major: Administration of Justice
Emphasis: General Business Administration, Political Science

DEANNA PICKERING

General Counsel with experience in public, private, tech, services, growth, and exit settings. Responsive, diligent, and driven by customer success – external and internal. Comfortable working with executive leaders and outside stakeholders, as both a team member and a valuable resource. Pragmatic and practical. Excellent communications, analytical, and organizational skills, and a passion for increasing engagement and improving culture.

PROFESSIONAL EXPERIENCE

GlobalMeet — General Counsel
Phonenix, Arizona — October 2023 to present

Vixxo Corporation — SVP General Counsel & Corporate Secretary
Scottsdale, Arizona — April 2018 to May 2020

Keap (formerly Infusionsoft Software, Inc.) — General Counsel & Corporate Secretary
Chandler, Arizona — May 2014 to April 2018

Interim Public Management, LLC (25%) — General Counsel
Fountain Hills, Arizona — August 2010 to present

Ivanti (formerly Lumension Security, Inc.) — VP, General Counsel & Corporate Secretary
Scottsdale, Arizona — August 2008 to May 2014

Pickering Law Office, PLLC — Managing Member
Fountain Hills, Arizona — August 2007 to August 2008

Direct Alliance Corporation — Director, Bus. Dev. Services & Corporate Counsel
Tempe, Arizona — August 2004 to July 2007

Insight Enterprises, Inc. (Insight) — VP, General Counsel & Corporate Secretary
Tempe, Arizona — May 1994 to August 2004

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW – Tulsa, Oklahoma; Juris Doctor, 1993; full tuition academic scholarship

OKLAHOMA STATE UNIVERSITY – Stillwater, Oklahoma; Bachelor of Arts with Honors, 1990, Political Science major

JOHN KROSS, ICMA-CM

PROFESSIONAL EXPERIENCE

Chief Operations Officer – **Interim Public Management** (February 2025 – current) (100%)

Executive Director – Pinal Regional Transportation Authority (PRTA)
November 2023 – August 31, 2025 – concluding date of limited term contract

Independent Executive Search Consultant – Slavin Management Consultants
April 2023 – August 31, 2025 – concluding date of consultancy

Associate – Interim Public Management May 2023 – November 2023

Executive Program Advisor – **Town of Queen Creek, Arizona** January 2023 – June 2023

Town Manager – Town of Queen Creek, Arizona June 2006 – January 2023

Assistant Town Manager – Town of Queen Creek, Arizona July 2004 to June 2006

Community Development Director – Town of Queen Creek, Arizona July 1996 – July 2004

Planner II – Town of Gilbert, Arizona January 1996 – July 1996

Associate Planner/Economic Development Specialist – Town of Wickenburg, Arizona
October 1994 – January 1996

Project Management Assistant – City of Phoenix, Arizona February 1994 – October 1994

Assistant Planner/Economic Development Technician – Town of Wickenburg, Arizona
February 1991 – February 1994

EDUCATION

BACHELOR OF ARTS DEGREE, May 1990, Ripon College, Ripon, Wisconsin
Major: Business Management; Leadership Studies and Public Policy

MASTER OF PUBLIC ADMINISTRATION, May 1998, Arizona State University, Tempe, Arizona

Executive Education Certificate: Harvard University, John F. Kennedy School of Government, Senior Executives in State and Local Government Program

PROFESSIONAL ASSOCIATIONS

- International City/County Management Association (ICMA) – Credentialed Manager (CM)
- Arizona City/County Management Association (ACMA) – Immediate Past President (2012); Co-Chair, ICMA Local Host Committee, Phoenix 2012 Conference
    - American Planning Association (APA) – AICP certificate no. 011525

NANCY A SCHWANDER

CAREER SUMMARY

A highly motivated individual with 30-plus years' experience in human resources, combined with four years' experience in project management/implementation. Major strengths include successful coordination of multiple priorities, innovative, energetic and positive thinking, ability to adapt to variable situations, problem analysis/resolution, and interpersonal skills. Areas of expertise include: Human Resources, Benefits Administration, and Training.

PROFESSIONAL EXPERIENCE

Senior Associate
Interim Public Management, LLC (100%) **May 2023 to March 2025**
Serves as IPM's Senior Associate. Involved in the day-to-day business operations of the company by determining strategy and processes, in addition to implementing all aspects of the Human Resources function. Responsible for the recruitment and ongoing support of Associates for the company as well as maintaining relationships with the company's client base. Will also serve local municipalities in the capacity of Interim Human Resources Director as needed.

Regional Director
Futures Education, Southwest Region **July 2014 to February 2021**
Management and support of related service delivery for Futures clients throughout the state of Arizona. Supervision of lead managers in each district and one administrative assistant.

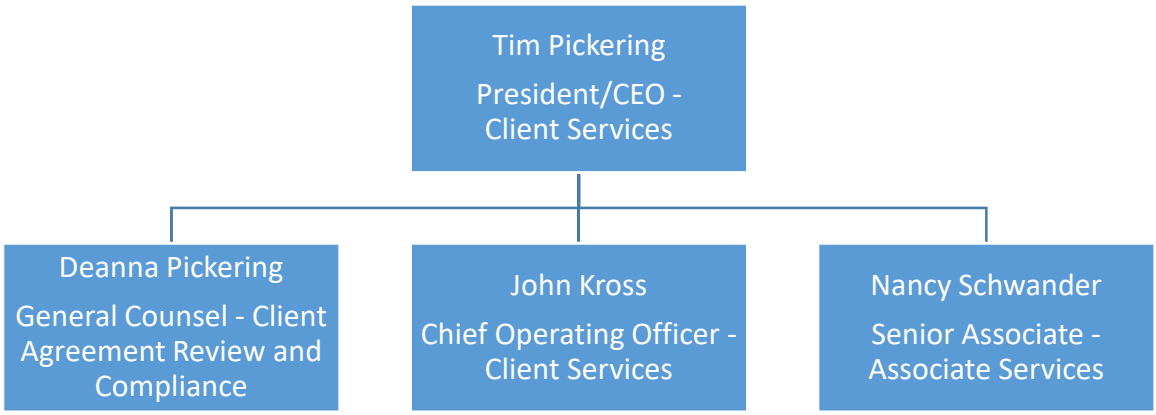
Administrator for Human Resources **July 2005 to June 2014**
Pendergast School District, Phoenix, Arizona
Administrative officer for all personnel matters for a district of approximately 1,200 employees. Coordinate and direct comprehensive human resources services for the district, advise the Superintendent on personnel matters, and develop and implement personnel policies.

Director of Human Resources **July 2004 to June 2005**
Madison School District, Phoenix Arizona
Manage all aspects of the Human Resources/Payroll function for a district of approximately 650 employees. Supervise and evaluate a staff of four. Serve as the board designated administrative spokesperson. Chairperson of the District Insurance Committee and District representative for the School Medical Insurance Trust.

Human Resources Specialist **February 1998 to June 2004**
City of Peoria, Peoria Arizona
Responsibilities include planning and coordinating recruitment programs, including job postings and outside advertisements. Review and evaluate applications, monitor the interview and selection process. City-wide training and staff development.

B. Organizational Chart

IPM's four key FTE's listed below are all longtime residents of the Valley and are located in the Phoenix metropolitan area, with their roles listed below their names. This constitutes the Account Management Team. All propose to start on July 1, 2025, and continue through June 30, 2030, servicing this agreement. They are necessary to support each project team's work, with each dedicating 100% of their IPM time to the successful service of the agreement with the City, with the exception of IPM's General Counsel who will provide 25% of her time. Secondary services are provided by outside firms.



SECTION 5 METHOD OF APPROACH (Weight/Points – 375)

A. Narrative

Item 1 of Narrative

Interim Public Management, LLC (IPM) stands ready and able to satisfy the objectives and requirements as set forth in the Scope of Work. For the last 15 years IPM has been a premier Executive-level staffing service within the State of Arizona. IPM has served more than 70% of the top one-third most populated Arizona municipalities (22 cities out of largest populated 31 cities in the state), most notably including the city of Phoenix. The fact that IPM is a local business is advantageous to the City of Phoenix, as it assures immediate access to our team.

IPM's business model aligns perfectly with the City's stated objectives: We have been very effective in fulfilling the immediate executive staffing needs of municipalities. Our motto, ***"taking the uncertainty out of transition,"*** describes the results we seek to achieve for clients.

Since 2010, IPM has provided executive-level interims to cities and counties here in Arizona and has become the largest provider of local government interim executive-level staffing in the state. Almost all IPM Associates have 25-plus years of experience performing their particular role in Arizona local governments. IPM Associates are fully vetted to ensure their qualifications and credentials meet the high standards of IPM and our clients. Because our Interim Department Directors have vast Arizona experience, they are intimately familiar with state services, laws,

regulations, and agencies such as DPS, Arizona Department of Revenue and ADOT, and they bring to bear long-term relationships for the betterment of the City of Phoenix.

The following is a list of the 60 positions currently offered to city and county governments in Arizona by IPM:



During our almost 15 years in business in Arizona, IPM has exclusively provided interim executive-level staffing to 22 out of the 31 highest populated cities in the state, almost half (42 out of 91) of all municipalities across the state of Arizona, and almost half (7 out of 15) of Arizona Counties. We are not headhunters, facilitators or consultants; we only provide interim department directors, executives and professionals to cities and counties. IPM served the City of

Phoenix for over two years from May 10, 2017, through July 1, 2019, with a contract in place to provide executive staffing services to the City (whose employee base exceeds 14,000).

Over the years, IPM has also provided interim municipal executives to the Cities of Tucson, Scottsdale and Glendale, for example, and three of the more populated counties in Arizona. In addition, IPM has been retained by the State of Nevada's Contractors Board to provide an interim Business Analyst. The State of Nevada has 17,733 FTE's.

Additionally, two-thirds of Arizona's large, small and medium-sized cities, as well as almost half of Arizona's 15 Counties, have used IPM Interim Executive services throughout the state. The following table conveys the experience, depth and ability of IPM's bench to solve Phoenix's interim needs and meet the requirements identified in Section 3 – Scope of Work:

Role	Approx. Number of Exclusive IPM Associates Suitable for Role	Approx. Times IPM Provided Role to a Client Since 2014
City Engineer	8	3
Public Information Officer	19	3
Public Works Director	24	11
Senior Planner	14	8
Human Resource Directors	23	9
Economic Development Directors	21	8
Information Technology Directors	19	7
Parks and Recreation Directors	12	2
Public Safety Director, Police	32	4
Fire Chiefs	11	1
Finance Directors	20	24
City Clerk	15	5
City Managers	21	19
Assistant City Managers	9	4
Procurement Officers	1	3
Building Officials	8	2
Facilities Managers	9	2
Planning & Development Director	20	7
Community Neighborhood Services/Housing Director	12	3
Library Director	13	1

Associates are added to our team on a regular basis. Our Associates are not available through other staffing companies; this eliminates the awkward situation of two companies trying to provide the same person. Finally, IPM does not contract with Associates that are current municipal employees.

IPM has been the leader in providing interim executive-level department directors, officers, administrators, and managers to Arizona's municipalities for nearly 15 years. We have served Arizona municipalities and counties of all sizes, including the City of Phoenix. Over the life of the company, IPM has a perfect safety record, including complaints and investigations; one termination for convenience of an engagement schedule, which was related to the coronavirus and did not terminate the master agreement; no terminations for cause; and no litigation or lawsuits. More than half of our clients are repeat customers.

In addition to fulfilling staffing needs for cities and towns, IPM's reach extends to counties, regional partnerships and authorities, and special taxing districts such as fire districts. Although we focus on providing services to Arizona municipalities, we have also provided interim services in the states of Colorado, Missouri, Nevada and Utah.

The following table reflects interim services provided to larger Arizona cities and counties since 2014. IPM has provided well over 200 engagements during this timeframe:

Arizona City or County	Interim Positions Provided
City of Phoenix	Human Resources Director, Human Resources Consultant
City of Buckeye	Economic Development Director, Water Resources Director
City of Casa Grande	Police Director, Community Services Director, Finance Director
City of Chandler	Transportation and Development Director, Development Services Director
Coconino County	County Clerk, Parks and Recreation Manager, Parks and Recreation Director, Engineering Consultant, Audit Consultant, Grants Consultant and Planner
City of Flagstaff	Public Works Director, Prop 414 Administrator, Human Resources Director
City of Glendale	Human Resources Assistant, Public Works Director, Public Information Officer, Planning Director, Parks and Rec Director, Assistant City Manager, Deputy City Manager
Gila County	Human Resources Director, Finance Director
City of Goodyear	Development Services Director, Finance Director, Facilities Manager, Economic Development Director, Communications Manager, CIP Consultant, Senior Planning Manager, IT Director, Economic Development Project Manager
Lake Havasu City	Administrative Services Director, Fire Chief
City of Maricopa	Planner, Assistant Development Director, City Manager, IT Director, Community Services Director, Assistant to the City Manager, Development Services Director, Economic Development Director, and Finance Director
Navajo County	Human Resources Consultant, Planning and Zoning Administrator
Town of Oro Valley	IT Director, Human Resources Director, Finance Director, Human Resources Director
City of Scottsdale	Human Resources Consultant, Library Director
City of Surprise	Procurement Officer, Planning Consultant
City of Tucson	Finance Director
Yuma County	General Services Director

IPM's clients continue to be exceedingly satisfied with our services. Here is a sample of quotes from our clients:

Tucson, Arizona, 8/3/2022 – Liana Perez, Deputy City Manager
"IPM provided an associate who jumped right in and kept us informed throughout the project. IPM understands how to identify the associate best suited to our needs."

Parker, Arizona, 4/13/2023 – Amy Putnam, Town Clerk
"IPM was fantastic to work with. The whole process was as seamless as it possibly could have been. I would highly recommend IPM to anyone looking for seasoned professionals for their municipalities. If there was a 10 in their rating scale, I would pick that!!!"

Coconino County, Arizona, 5/20/24 – Matt Fowler, CIO/CISO
IPM provided an associate who immediately filled the gap!!! Great experience – very satisfied."

Anthem, Arizona, 6/17/2024 – Aaron Baker, Executive Director
"IPM provides very skilled people who can step in immediately and do the job at a high level."

Sierra Vista, Arizona, 1/31/2025 – Victoria Yarbrough, Assistant City Manager
"We always get a quick response with a quality candidate."

Items 2, 3 and 4 of Narrative

The following is IPM's approach for providing Interim Executive services:

When the City Manager or Department Director calls, IPM typically performs a 40-question interview (milestone) of our client to ensure we understand the need and provide the right fit for the interim position; this takes 30 to 40 minutes. The next step is a retainer letter, prepared by IPM and signed by Client and IPM (milestone and deliverable). The retainer fee of $3,500 (credited back to the City if an IPM Associate is brought on) commits IPM resources to a prompt and thorough search for appropriate candidates and guarantees a deadline for the client to receive resumes.

Our candidate selection process begins with a search of our 250+ database of Associates and review of resumes to determine which Associates will best fit the City's need. IPM uses an extensive vetting process to provide the City of Phoenix with quality candidates who can perform the duties expected by the City. Our vetting includes a criminal history background check compliant with the solicitation's terms and conditions.

IPM then provides up to three resumes (milestone and deliverable) of qualified Arizona IPM Associates for the City Manager or Department Director to interview, typically in a few days to a week and well within 15 business days as promised in the retainer letter – well ahead of the 30 to 45 days other firms may average. Virtual (Teams/Zoom) or in-person interviews are then coordinated by IPM with the assistance of the City (milestone). Importantly, IPM Associates are ready to start when the City needs them and can carry out the duties of the position typically for as long as the City needs them. This is agreed by the candidate before the City ever interviews an IPM Associate, so no time is wasted interviewing an interim that can't or won't fulfill the duties.

Once the appropriate IPM Associate is determined within 48 hours of the interview (milestone), a short engagement Schedule is written by IPM and reviewed and signed (milestone, deliverable and final acceptance) by both parties as an attachment to the primary contract resulting from this RFQu process. If IPM is fortunate to be selected by the City in the RFQu process, as we were in 2020, the primary agreement is entered into and remains in place to support all engagements and Schedules over time.

IPM provides all onboarding of our Associates as they are **employees of IPM, not subcontractors**, and remain as an employee of our company throughout the entire course of the engagement with the City. IPM is responsible for workers' compensation insurance, benefits and all taxes and payroll administration for its employees. Also, IPM does not provide an experienced Associate to interview, only to let the real work be done by a junior Associate. The City gets the experienced professional they interviewed and selected, from the beginning to end of the engagement.

As the final step in our firm's approach, IPM takes client feedback seriously: In 2016, we began conducting online surveys with clients for which engagements had just completed. Surveys help IPM assess our performance on a given engagement and assist us in determining if adjustments

need to be made in any of our service areas. The results of our surveys from 2016 through 1st Quarter 2025 are as follows:



To summarize our approach and capabilities, IPM has the capacity to provide interim department directors and other local government professionals to the City of Phoenix. We have 250+ Associates that are available to work and are ready to serve. We can immediately handle most requests for executive interims that the City may have, and we have a strong network (over 3,200 people on our distribution list) within the State to locate new talent needed for new or multiple roles if needed. Because we do not do organizational reports, headhunt, or perform management retreats, we have the capacity, availability and are able to focus on one thing: interims. Finally, because we have contracted with the City of Phoenix before, contract negotiation should be smooth, avoiding delays in fulfilling the executive interim needs of the City.

Item 5 of Narrative

Regarding a Project Example requested in the RFQu of a client comparable in size to the City with 10,000+ employees for an Executive-level position, IPM was fortunate to be able to provide the City of Phoenix an Interim Human Resources Director for over two years from May 10, 2017 through July 1, 2019, to provide executive staffing services to the City (whose employee base exceeds 14,000). In 2017, IPM provided the City of Phoenix with an Interim HR Director and in 2018, the City requested that an IPM Associate serve in the capacity of an HR Consultant to assist with labor negotiations which lasted well into 2019. We pride ourselves in providing the right resource for the situation at hand. IPM has a successful working relationship with the City of Phoenix. It is our belief that upon completion of this RFQu process, you will find we are the best overall source for these services in the State of Arizona. IPM Associates are experienced in Arizona municipal government operations, which is critical. This point cannot be stressed enough, as time cannot be wasted during interim assignments learning Arizona laws, requirements, regulations, revenues, funding sources and state agencies.

The City of Phoenix offered the following evaluation of those engagements:

> *"[IPM Associate] was fabulous. He was well respected by his executive peers, and union leaders found him to be very approachable, reliable, and trustworthy. He always took a reasoned approach. … Consummate professional, very easy to work with. Added a lot to our team."*

Such comments are similar to the feedback we receive on an ongoing basis from our clients and illustrates the level of professionalism and expertise offered by our Associates and our company.

SECTION 7 – ADDENDA

Enclosed please find the completed City issued Submittal forms.

Solicitation No: RFQu 25-0530
Title: Interim Executives
Offer Due Date: March 19, 2025

City of Phoenix

ADDENDUM 1
(Issued: 3/6/2025)

CHANGES

1. **Effective immediately, the procurement officer for the referenced solicitation has been changed as follows:**

Margie Vasquez, Procurement Officer
City of Phoenix Finance Department
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003
Telephone: (602) 262-7794
Margie.Vasquez@phoenix.gov

All solicitation inquiries shall be directed to the new Procurement Officer. This change shall remove and replace all references in the solicitation document.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:	Interim Public Management LLC
Address:	29408 N Verde River Way W, Scottsdale, AZ 85263
Authorized Signature:	
Print Name and Title:	Tim Pickering, President and CEO

Page 1 of 1

City of Phoenix

ADDENDUM 2
(Issue date: 3/11/2025)

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	Pre-Offer Conference Question (a) Can you elaborate on how the evaluation committee will weigh qualifications, approach, and pricing in the scoring process? (b) Are there specific attributes or experiences the City values most in selecting an interim executive services provider?	(a) The City will evaluate all responsive offers using the Evaluation Criteria listed in RFP Page 43. At a minimum, the City recommends submission of all items identified in the Submittal section. (b) No. All areas requested in the solicitation represent important factors for the City's consideration.
2.	Pre-Offer Conference Question (a) What is the expected turnaround time for filling interim executive positions once a request is made by the City? (b) Are there particular roles that may require a faster response time?	(a) This will vary based on the role. 30-45 days would be an average for most. (b) Time sensitive items will be identified by the City at the time of the request.
3.	Pre-Offer Conference Question Are there specific reporting formats or communication methods preferred by the Human Resources Department?	The City's preference is email and phone communications. This can be further discussed with the successful offeror(s) during the kick-off contract award meeting.
4.	Pre-Offer Conference Question Once an interim executive is placed, does the City have existing onboarding protocols, or should we propose a tailored integration and support plan as part of our method of approach?	Please outline this process in the method of approach. The City will outline onboarding requirements during the kick-off contract award meeting. Example topics will include compliance requirements, such as: background requirements, I-9 verification, and applicable City policies and procedures.
5.	Pre-Offer Conference Question Are there particular departments or leadership roles that the City anticipates needing interim support for most frequently? For example, do you foresee a higher demand in areas like public safety, finance, or public works?	No.

6.	Pre-Offer Conference Question (a) What level of involvement will City executives or department heads have in the selection and interview process of interim candidates? (b) Should our proposal include facilitated interview support or candidate evaluation tools?	(a) Review of proposed candidates. Ability to interview and speak with candidates. Direct involvement. (b) If that is something you offer, please outline your services in the proposal.
7.	Pre-Offer Conference Question When processing City-sourced candidates, does the City have preferred payroll and administrative processes, or should our proposal outline a comprehensive management approach?	The payroll and administrative processes are to be administered by the Contractor. Please describe your comprehensive management approach.
8.	Pre-Offer Conference Question Has the City of Phoenix previously issued an RFP for Professional Interim Executive Services or a similar scope of work? If so, is it possible to review any publicly available information, such as pricing models, evaluation criteria, or lessons learned, to help us align our proposal with the City's expectations.	The publicly available information can be found at the City's public records website: See the City's Public Records website: https://www.phoenix.gov/cityclerk/services/public-records-search (a) Vendor: Automotive Personnel Network Inc. / Agreement # 153645 (b) Vendor: Interim Public Management LLC / Agreement # 153646 (c) Vendor: Staffing Specialists LLC / Agreement # 153647 (d) Vendor: VIDHWAN Inc / Agreement # 153648 • Lessons learned is not a standard procurement file document and does not exist in the file. • The previous evaluation criteria for RFQu HR 20-112 was: (a) At least five (5) years in business (b) At least three (3) years of experience providing these services to government agencies (c) At least two (2) years of experience providing these services for an organization with 14,000 + employees
9.	Pre-Offer Conference Question The RFQu mentions that a business must have been in operation for at least five years to qualify. If a company has not been in business for the full five years but possesses the required experience and expertise, what type of documentation or supporting information would be considered acceptable to demonstrate the	In order to meet this requirement, the company must have been in business at least five years providing related services. Failure to demonstrate compliance to RFP provision 2.16 Qualification Criteria, will disqualify your proposal from further evaluation.

	necessary experience and capacity to successfully manage this contract.	
10.	Pre-Offer Conference Question (a) If an interim executive placed by our firm proves to be an ideal fit, would the City consider transitioning them to a permanent role? (b) Should our proposal include options for supporting this type of transition?	(a) The City may consider that in certain circumstances. (b) If that is an option you offer, include the details in your proposal with the corresponding pricing.
11.	Pre-Offer Conference Question Can you provide more insight into the City's preferred billing and payment structure?	This question is too broad. The City will reimburse the selected Contractor(s) in accordance to their proposed rates. Payment will be made upon acceptance of the services on the Contractor's invoice and corresponding purchase order. Refer to solicitation sections 6.3, 6.4, and 6.5.
12.	Pre-Offer Conference Question Should our pricing proposal include specific details on administrative fees, benefits, and personnel rates as outlined in the RFP?	Please provide as much detail as possible.
13.	Pre-Offer Conference Question Does the City have an anticipated volume of interim executive placements over the contract period? Understanding expected demand can help us align resources and ensure quick response times.	No, See RFP Section 1,1 Summary, The services will be provided on an as-needed basis.
14.	Pre-Offer Conference Question For those of us with State of Arizona contracts for Executive-Specialty Professional Hard to Fill Recruitment Services, do we respond on this as a non-awarded state vendor? My understanding from the Small Business Engagement Manager for City of Phoenix, the City of Phoenix should be able to leverage State Contracts for City level RFQs.	Yes that is correct. The City may adopt a Cooperative contract (such as a State contract) if desired. The City has opted to issue our own solicitation process. If State contracted vendors are interested, you would be required to submit a proposal for this solicitation in order to be considered.
15.	Can a Word version of the solicitation be made available? It might help with filling out some of the forms.	A Word version is not available. Offerors can use programs such as Adobe Pro or other programs which allow you to edit the forms. Handwritten forms are acceptable. The submittals forms are fillable forms.

16.	I was wondering on the pricing proposal form if you really want the Hourly Rates totaled at the bottom? Removing the Total box might help eliminate confusion that a very large hourly rate Total could be charged to the City, which I doubt the City would want.	The City will utilize the proposed hourly rates for the resulting contracts. The total is utilized for evaluation purpose only.
17.	What would be the number of awards you intend to give(approximate number)?	The City will make this determination based on what is most advantageous for the City in consideration of the number of proposals received.
18.	Please provide us with an estimated NTE budget allocated for this contract.	The City's estimated budget is $200K-$300K
19.	What is the tentative start date of this engagement?	See Special Terms and Conditions, 6.1 Term of Contract, page 31
20.	Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?	See response to Question #8. This is a competitive process and any interested offerors can submit a proposal.
21.	Are there any pain points or issues with the current vendor(s)?	No.
22.	Could you please share the previous spending on this contract, if any?	The City approved an aggregate amount of $300,000 for the current contracts.
23.	Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?	No.
24.	How many positions were used in the previous contract?	One position since June 2023. Information prior to this date is not available at this time.
25.	How many positions will be required per year or throughout the contract term?	See response to Question #13.
26.	Can we provide hourly rate ranges in the price proposal?	No, ranges are not acceptable. The City requires hourly rates. However, if the classifications have different levels (ie junior/senior) you can propose different hourly rates by classification. This information should be included in the itemized pricing. Please provide supplemental documentation to identify the differences between the varying levels.
27.	Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?	Yes. Refer to Section 9, Submittals, Section 4, Pages 45-46. The resumes requirement applies to key personnel who will be assigned to the resulting contract and not for the candidates.

City of Phoenix

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company:	Interim Public Management LLC
Address:	29408 N Verde River Way W Scottsdale, Arizona 85263
Authorized Signature:	
Print Name and Title:	Tim Pickering, President & CEO

SECTION 8 – PRICING (Weight/Points – 300)

Pricing

IPM's Pricing proposal form for this RFQu, set forth below, has been determined taking into account engagements over our 15 years of experience providing interim executive staffing to Arizona cities and counties. Cost factors we typically consider in rates include, but are not limited to, the duration of the engagement, work schedule, IPM Associate experience and availability, effects of regulations, inflation, location of the engagement, urgency of placement, state of department, position salary, benefits, expected duration of engagement and willingness (or not) of the City to commit to a minimum engagement duration, number of FTE's reporting to position, size of department and organization, and level of skill required for and complexity of the engagement. Each price listed should be considered a cap dependent upon these factors.

Regarding the two sources of candidates addressed in the RFQu, when candidates are sourced by a client, there is a danger of the client being considered the employer. Under IRS rules whoever decides who to hire can be considered the employer. IPM would respectfully recommend that if the client wants to provide a candidate, IPM is happy to vet them like any other candidate. If the client just provides a name and does not negotiate salary and benefits and allows IPM to process the candidate as any other IPM Associate, it could help reduce the chances the candidate may be treated as a de facto employee of the City. It may also be advantageous to allow IPM to submit other candidates for comparison. These steps could reduce the chances of future lawsuits arguing whether the City was the employer. It would not be advantageous to the City or IPM to have a candidate, years later, put forth a claim for pension credits or some other benefit from the City. The pricing put forward for either type of sourced candidate is the same, due to this recommendation to protect the City by sourcing all candidates through IPM.

Additionally, a different Executive Title is listed for a Police Chief. As a staffing agency, IPM's liability insurance will not cover a sworn officer carrying a gun and wearing a uniform. IPM has provided several Directors of Police Operations or the like that work in the office, are not uniformed, and do not carry a gun, but still oversee the administration of police departments as a department director while the client searched for a permanent Chief.

In the five interim executive categories listed in the pricing proposal form, where there is more than one position cited within the category (such as City Manager/Assistant City Manager), the pricing provided reflects the more senior of the two positions.

IPM Associates work in executive or administrative professional-level positions and thus are exempt employees and typically not paid hourly. For purposes of this RFQu, IPM has provided hourly rates for ease of comparison; however, IPM provides its services on a weekly, not hourly, basis. Pricing for each engagement will be documented in the Engagement Schedule to be agreed to between IPM and the City with regard to each engagement.

Pursuant to the instructions in the RFQu regarding submission of the Pricing proposal form and subject to the above caveats, IPM submits the following Pricing proposal. Full-time labor rates for various interim roles, not including travel expenses, are as follows:

RFQu 25-0530 Interim Executives
Pricing Proposal – Best & Final Offer (BAFO)

Candidates sourced by the City of Phoenix:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 Week	$ 12,088 Month
2	Deputy City Manager	$ 209.00 Week	$ 8,366 Month
3	Department Head/Assistant Department Head	$ 184.00 Week	$ 7,372 Month
4	Police Chief	$ 214.00 Week	$ 8,568 Month
5	Deputy Department Heads/Middle Managers	$ 136.00 Week	$ 5,430 Month

Candidates sourced by the Contractor:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 Week	$ 12,088 Month
2	Deputy City Manager	$ 209.00 Week	$ 8,366 Month
3	Department Head/Assistant Department Head	$ 184.00 Week	$ 7,372 Month
4	Police Chief	$ 214.00 Week	$ 8,568 Month
5	Deputy Department Heads/Middle Managers	$ 136.00 Week	$ 5,430 Month

Retainer Fees:

1	Retainer Fees – The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated services.	$ 3,000 Each
2	The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed Retainer Letter. The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing: • Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter; • Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and • Handling of all call-ins and external referrals of potential inters (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration.	Included

Contractor hereby agrees that the City is freely entitled, without payment of any resulting fee to Contractor, to hire, employ, contract for or engage for the performance of services for or for the benefit of the City other than through Contractor ("Direct Hire") any Interim Executive that has been presented or provided by Contractor to provide Services to the City under this agreement or any Schedule of Engagement, provided such Direct Hire occurs at lease on year after the later of the presentment of such Contractor-Sourced Executive to the City of the conclusion of Services provided to the City by such Contractor-Sourced Executive through Contractor.

If at any time within one year after the later of the presentment of a given Contractor-Sourced Executive to the City or the conclusion of Services provided by such Contractor-Sourced Executive through Contractor, City Direct Hires such Contractor-Sourced Executive, on such occasion the City hereby agrees to pay Contractor a Hiring charge equal to 20.8% of the annualized salary, fees or other compensation be paid to or for the benefit of such Contractor-Sourced Executive for such employment or engagement, payable to Contractor upon the commencement of such Contractor-Sourced Executive's work for the City.

This section and the percentage come from the City's previous agreement with IPM. This provision is necessary, as the business cannot exist for very long if IPM Associates could be hired directly by a City after only a few weeks on the job.

Regarding retainer fees:

> The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed "Retainer Letter." The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing:
>
> - Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter;
> - Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and
> - Handling of all call-ins and external referrals of potential interims (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration.
>
> The City hereby agrees to pay a "Retainer Fee" of $3,000 (or such other Retainer Fee amount as may be agreed in the relevant Retainer Letter) for each such search, payable on net 45-day payment terms. The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated Services.

SECTION 9 – EXCEPTIONS

N/A

SECTION 10 – CONFIDENTIAL ATTACHMENTS

N/A

City of Phoenix

CONTRACT AMENDMENT

Effective Date	8/15/2025
Solicitation No.	RFQu 25-0530
SRM/SAP Contract No.	4701011080
City Clerk Contract No.	163576
Ordinance No. and Date	S-51998; 06/04/25
Amendment No.	001
Contract Title	Interim Executives
Contractor	Interim Public Management, LLC
Contractor Email	tim@interimpublicmanagement.com
Buyer Name	Larry Jue
Telephone No.	602-256-3478
Buyer Email	larry.jue@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to Section 5 (Standard Terms and Conditions), Subsection 5.5 (Contract Changes), Paragraph A (Contract Amendments), this amendment revises the unit of measure to hourly and weekly rates by replacing "RFQu 25-0530 Interim Executives, Pricing Proposal – Best and Final Offer (BAFO)", located at page 79 of Contract No. 163576, with the attached Exhibit A.

2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

"City"

City of Phoenix,
A municipal corporation
Jeffrey Barton, City Manager

By: _____

Adriana Phillips
Assistant Finance Director

"Contractor"

Interim Public Management, LLC

Contractor acknowledges receipt of, and agreement with, the amendment. A signed copy must be returned to the Finance Department, Procurement Division

By: _____

Name: Tim Pickering

Title: President & CEO

Date: 8.8.25

Attest:

_____
City Clerk

this 12 day of August 2025

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Karen L. Stillwell
Assistant Chief Counsel 08/12/2025

emm

Exhibit A

RFQu 25-0530 Interim Executives

Candidates sourced by the City of Phoenix:

	INTERIM EXECUTIVE	BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 per Hour	$ 12,088 per Week
2	Deputy City Manager	$ 209.00 per Hour	$ 8,366 per Week
3	Department Head/Assistant Department Head	$ 184.00 per Hour	$ 7,372 per Week
4	Police Chief	$ 214.00 per Hour	$ 8,568 per Week
5	Deputy Department Heads/Middle Managers	$ 136.00 per Hour	$ 5,430 per Week

Candidates sourced by the Contractor:

	INTERIM EXECUTIVE	BILLABLE RATES	
1	City Manager /Asst. City Manager	$ 302.00 per Hour	$ 12,088 per Week
2	Deputy City Manager	$ 209.00 per Hour	$ 8,366 per Week
3	Department Head/Assistant Department Head	$ 184.00 per Hour	$ 7,372 per Week
4	Police Chief	$ 214.00 per Hour	$ 8,568 per Week
5	Deputy Department Heads/Middle Managers	$ 136.00 per Hour	$ 5,430 per Week

Retainer Fees:

1	Retainer Fees – The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated services.	$ 3,000 Each
2	The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed Retainer Letter. The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing: • Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter; • Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and • Handling of all call-ins and external referrals of potential inters (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration.	Included

Contractor hereby agrees that the City is freely entitled, without payment of any resulting fee to Contractor, to hire, employ, contract for or engage for the performance of services for or for the benefit of the City other than through Contractor ("Direct Hire") any Interim Executive that has been presented or provided by Contractor to provide Services to the City under this Agreement or any Schedule of Engagement, provided such Direct Hire occurs at least one year after the later of the presentment of such Contractor-Sourced Executive to the City or the conclusion of Services provided to the City by such Contractor-Sourced Executive through Contractor.

If at any time within one year after the later of the presentment of a given Contractor-Sourced Executive to the City or the conclusion of Services provided by such Contractor-Sourced Executive through Contractor, City Direct Hires such Contractor-Sourced Executive, on each such occasion the City hereby agrees to pay Contractor a Hiring Charge equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Contractor-Sourced Executive for such employment or engagement, payable to Contractor upon the commencement of such Contractor-Sourced Executive's work for the City.

This item was adopted.

43 Interim Executives Contract - RFQu 25-0530 - Request for Award (Ordinance S-51998) - Citywide

This item was adopted.

44 Language Training Contracts - RFQu 25-0523 Request for Award (Ordinance S-52015) - Citywide

This item was adopted.

45 Oracle Software, Hardware, Support and Maintenance - Amendment (Ordinance S-51967) - Citywide

This item was adopted.

46 MixMode Platform Licenses Contract - RFA-25-0698 Request for Award (Ordinance S-52020) - Citywide

This item was adopted.

47 Outside Counsel Legal Services Contract - RFQu-25-0623 Request for Award (Ordinance S-52021) - Citywide

This item was adopted.

48 Authorization to Apply for Local Judicial Collection Enhancement Fund Grant Funding to Purchase Security Video Surveillance Hardware (Ordinance S-52027) - Citywide

This item was adopted.

49 Foreign Language Interpretation and Translation Services for Phoenix Municipal Court - PMC RFQu-25-001 (Ordinance S-52028) - Citywide

This item was adopted.

50 Fort McDowell Yavapai Nation 2025 Gaming Grants (Ordinance S-52006) - Citywide

This item was adopted.

51 Fiscal Year 2025-26 Legal Representation Services Contracts (Ordinance S-52030) - Citywide

This item was adopted.

52 Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-51993) - Citywide

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Cancellation of Public Hearing: A request to amend the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Suburban Neighborhood to Rural Neighborhood. The proposal is for approximately 4.3 acres generally located on the South side of E John Wesley Powell Boulevard (JWP) between S Links Road and S Lone Tree Road (APN: 105-10-208A). The applicant requests a Concept Zoning Map Amendment in conjunction with this request (**PZ-24-00236-02)**

STAFF RECOMMENDED ACTION:

Cancel the Public Hearing

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

Executive Summary:

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

Financial Impact:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Cancellation of Public Hearing: A request to amend the Flagstaff Zoning Map to rezone approximately 4.3 acres located at 1381 E John W Powell Blvd (APN: 105-10-208A) from the Single-Family Residential (R1) zone within the Resource Protection Overlay Zone (RPO) to the Estate Residential (ER) zone within the RPO **(PZ-24-00236-01)**

STAFF RECOMMENDED ACTION:

Cancel the Public Hearing

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

Executive Summary:

The applicant has requested that this item not move forward for Council consideration at this time. Should the applicant desire to move forward for Council consideration in the future, the item will be noticed in accordance with 10-20.30.080.

Financial Impact:

Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

STAFF RECOMMENDED ACTION:

At the February 17, 2026, Council Meeting:
1) Read Ordinance No. 2026-02 by title only for the first time
2) City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3) Read Ordinance No. 2026-03 by title only for the first time
4) City Clerk reads Ordinance No. 2026-03 by title only (if approved above)

At the March 3, 2026, Council Meeting:
1) Read Ordinance No. 2026-02 by title only for the final time
2) City Clerk reads Ordinance No. 2026-02 by title only (if approved above)
3) Adopt Ordinance No. 2026-02
4) Read Ordinance No. 2026-03 by title only for the final time
5) City Clerk reads Ordinance No. 2026-03 by title only (if approved above)
6) Adopt Ordinance No. 2026-03

Executive Summary:

City's request for a Zoning Code Text Amendment to modify Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B: Commercial Zones -- Allowed Uses footnotes 5 and 7 to remove a conflict on allowed density for the Community Commercial zone; and for a Subdivision Code Text Amendment to modify Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements to remove requirements for Preliminary Plats to be reviewed by Council in accordance with recent state legislation. The Planning & Zoning Commission unanimously recommended (7-0) approval of this amendment at their regular meeting on January 28, 2026.

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 either Ordinance.

Options and Alternatives to Recommended Action:
The City Council may adopt, modify, or deny the proposed City Code Text Amendments.

Background and History:
The purpose of the proposed amendment is to clean up two provisions that have created confusion and/or conflict with recent legislation. The proposed amendment includes two minor modifications as described below:

Amend Title 10, the Flagstaff Zoning Code for the purpose of modifying, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones -- Allowed Uses footnotes 5 and 7, as follows:

5. Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7. Residential Developments with less than 5 Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

This clean up is to clarify that the Medium Density Residential zone density allowances are not to be applied to developments in the Community Commercial zone which has its own density allowance.

Amend Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, Subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

At the time this provision was added to the Subdivision Code, administrative review of subdivision plats was voluntary or not required. It is now required by state law that plats be reviewed and approved administratively. The Engineering Standards already include provisions for the processing of modifications which was previously administrative.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
Flagstaff Regional Plan 2030

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

B. **Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;**
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment to the Zoning Code is simply a clarification that density is not modified for the Community Commercial zone through footnote 5 and 7. The amendment to the Subdivision Code is in alignment with recent legislative changes requiring subdivisions to be reviewed administratively.

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 or Subdivision Code provisions. It maintains both 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 comptable with community values.

Connection to Regional Plan:

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

Connection to Carbon Neutrality Plan:
These amendments have no connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
These amendments have no connections to the Housing Plan.

Attachments: Ord. 2026-02 (Title 10)
Ord. 2026-03
PZ-25-00251 Housing Statement
Presentation

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTER 10-40 SPECIFIC TO ZONES, DIVISION 10-40.30 NON TRANSECT ZONES; 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 Flagstaff City Code Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B to update Footnotes 5 and 7; and

WHEREAS, the City of Flagstaff wishes to clarify the density allowances for residential developments in the Community Commercial zone in support of Middle Housing; 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 City Code text amendment to be compliance with Arizona Revised Statutes.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. Title 10, Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones – Allowed Uses footnotes 5 and 7, is hereby amended as follows:

5.	Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7.	Residential Developments with less than five Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

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 Title 11, General Plans and Subdivision.

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 March 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; 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 Flagstaff City Code Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; and

WHEREAS, the Arizona Revised Statutes have been amended to modify the subdivision review process (HB2447); 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 City Code text amendment to be compliance with Arizona Revised Statutes.

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. The Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

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 Title 11, General Plans and Subdivision.

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 March 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-23-00251 2025 CLEAN UP

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 and subdivision code text amendments do not add to the cost of constructing housing. These amendments are meant to clarify existing provisions and streamline review processes.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   This amendment is to correct clerical errors.

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.

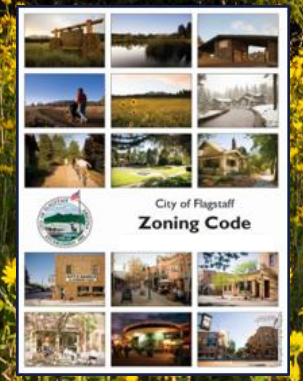
Zoning & Subdivision Code Amendments

2025 Clean Up

PZ-25-00251

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment includes modification to the following Zoning Code provisions:

Amend Title 10, the Flagstaff Zoning Code for the purpose of modifying, Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.040: Commercial Zones, Table 10-40.30.040.B Commercial Zones – Allowed Uses footnotes 5 and 7, as follows:

5. Residential uses in the SC, CC, HC, CS and CB zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Residential uses in the HC, CS and CB zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the HR zone. Residential uses in the SC, CC and NCC zones shall be subject to the ~~**development standards**~~ **setbacks, lot coverage, and building height** established in the MR zone.

7. Residential Developments with less than 5 Dwelling Units are permitted by right on existing lots 9,000 square feet or less subject to ~~**the building placement and building form**~~ **setbacks, lot coverage, and building height** requirements of the MR zone.

City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment includes modifications to the following Subdivision Code provisions:

Amend Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.030: Preliminary Plat, Subsection 11-20.40.030.E: Preliminary Plat Review and Approval is hereby amended as follows:

- ~~**5. Approval of Preliminary Plat by City Council. Any preliminary plat with modifications to Title 13, Engineering Design Standards and Specifications for New Infrastructure, shall be approved by City Council prior to submission of engineering plans.**~~

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.

2025 Clean Up

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

Flagstaff Regional Plan 2030

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

2025 Clean Up

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment to the Zoning Code is simply a clarification that density is not modified for the Community Commercial zone through footnote 5 and 7. The amendment to the Subdivision Code is in alignment with recent legislative changes requiring subdivisions to be reviewed administratively.

2025 Clean Up

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

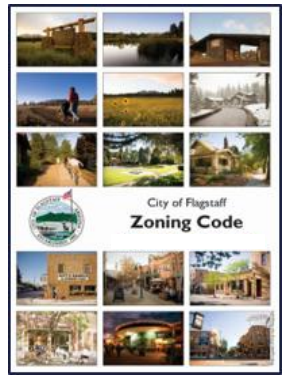
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code or Subdivision Code provisions. It maintains both Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Recommendation

The Planning & Zoning Commission, in accordance with the required findings, makes a recommendation to the City Council for approval of the City Code Text Amendment.

2025 Clean Up

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sarah Darr, Housing Director

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Approval of Resolution 2026-10, Amending the Section 8 Administrative Plan to create a local preference for existing City of Flagstaff Housing Authority (CFHA) assisted voucher holders facing termination due to insufficient or discontinued funding.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-10 by title only
2. City Clerk reads Resolution No. 2026-10 by title only (if approved above)
3. Adopt Resolution No. 2026-10

Executive Summary:

The Emergency Housing Voucher (EHV) program, created by the US Department of Housing and Urban Development (HUD) in 2021 to assist households at risk of or experiencing homelessness, fleeing domestic / dating violence or sexual assault, stalking, or human trafficking. Unlike other Section 8 programs that are required to use a waiting list for admission, EHV required close coordination with local Continuums of Care to identify the most vulnerable eligible households and vouchers surrendered or terminated after September 2023 cannot be reissued, resulting in a reduction in the number of available vouchers over time. The City of Flagstaff Housing Authority (CFHA) received 29 EHVs and currently has 18 active participants.

Originally funded through 2030, HUD announced in March 2025 that EHV funding will end five years early, with remaining funds expected to run out by early fall 2026. No replacement funds will be provided. As the program serves highly vulnerable households, preventing their return to homelessness is critical.

In June and August 2025, HUD issued guidance allowing Housing Authorities to request a waiver to place EHV households directly onto the Housing Choice Voucher (HCV) waiting list. These notices also offer a one-time $1,000 administrative fee for each EHV family issued an HCV by February 28, 2026. The guidance also reviewed the process necessary for Housing Authorities to establish local preferences, specifically mentioning that this can be done for EHV participants. CFHA applied for and was granted this waiver by HUD.

Staff is seeking approval of an amendment to the Section 8 Administrative Plan to create a local preference for any existing CFHA-assisted households facing termination from any HCV program due to insufficient or discontinued funding, currently only EHV participants. This preference will give EHV households priority for available Section 8 vouchers, keeping them stably housed and preventing reentry into the cycle of homelessness.

As CFHA administers a number of different programs under the Section 8 umbrella, such as VASH for veterans, FYI for foster youth, and Mainstream for non-elderly disabled households, in order to be prepared for the future, should other programs face insufficient or discontinued funding, the amendment is written broadly to cover any future HCV program participants facing the same circumstances affecting EHV now.

If this amendment is approved, the change of voucher type will be seamless for the current EHV participants, and they will remain stably housed with non-expiring assistance.

Staff recommends approving Resolution 2026-xx to ensure ongoing housing assistance for current EHV participants.

At the November 20, 2025 meeting of the City of Flagstaff Housing Authority Board of Commissioners a resolution was approved recommending that the Flagstaff City Council adopt an amendment to the CFHA Section 8 Administrative Plan creating a local preference for existing CFHA-assisted households facing termination from any HCV program due to insufficient or discontinued funding.

Financial Impact:
Funding is available within other HCV programs to facilitate the issuance of available vouchers to the remaining 18 EHV participants. There is also the potential to secure up to $18,000 in one-time Section 8 administrative funding.

Policy Impact:
The Section 8 Administrative Plan is a HUD-required policy document that provides the framework for the local operation of all Section 8 voucher programs. The Admin Plan is over 200 pages long and is available on the City's website.

Previous Council Decision or Community Discussion:
City Council has previously approved a local preference for households living or working within CFHA's service area and this remains in effect.

Options and Alternatives to Recommended Action:
Approve the amendment, which will establish a preference so that available HCV Program vouchers can be issued to EHV households that are facing termination of assistance due to HUD discontinuing program funding.

Do not approve the amendment, keeping voucher issuance based on local residency and date / time of application. Based on waiting list numbers, all available vouchers will be issued to non-EHV households.

Background and History:
The Emergency Housing Voucher (EHV) program, created by the US Department of Housing and Urban Development (HUD) in 2021 and expected to sunset in 2030, assists households at risk of or experiencing homelessness, fleeing domestic / dating violence or sexual assault, stalking, or human trafficking. Originally funded through 2030, HUD announced in March 2025 that EHV funding will end five years early, with remaining funds expected to run out by early fall 2026. No replacement funds will be provided. As the program serves highly vulnerable households, preventing their return to homelessness is critical.

Connection to PBB Priorities and Objectives:

- **High-Performing Governance:**
  - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.
- **Inclusive & Engaged Community:**
  - Ensure city facilities, services, & programs are accessible for all residents & representatives of Flagstaff's diverse community.
- **Livable Community**
  - Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:

- HA.1: Minimize and mitigate displacement of residents and prevent the loss of existing affordable housing units.

Connection to Carbon Neutrality Plan:

- CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

- HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
- HA-2: Connect people to equitable housing solutions
- HA-3: Preserve affordable housing.

Connection to 10-Year Housing Plan:

- Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
- Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
- Protect 1.2: Pursue local and legislative changes that increase the preservation, creation, and protection of affordable housing as necessary.
- Protect 3: Continue Flagstaff's commitments to further federal and Arizona Fair Housing laws in all housing-related services and programs, value the efforts of those who seek to reduce barriers to equitable housing opportunities, and provide Fair Housing education and resources to the community.

Attachments: Res. 2026-10

RESOLUTION NO. 2026-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE SECTION 8 ADMINISTRATIVE PLAN TO CREATE A LOCAL PREFERENCE FOR EXISTING CITY OF FLAGSTAFF HOUSING AUTHORITY ASSISTED VOUCHER HOLDERS FACING TERMINATION DUE TO INSUFFICIENT OR DISCONTINUED FUNDING; PROVIDING FOR DELEGATION OF AUTHORITY TO IMPLEMENT THE PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff, through its City of Flagstaff Housing Authority ("CFHA"), administers a Housing Choice Voucher Program ("HCV Program") providing eligible households in its jurisdiction with Section 8 vouchers (federal funding for rental assistance);

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") allocates Section 8 vouchers to jurisdictions such as CHFA, for low income, veteran, disabled, elderly, and other eligible households;

WHEREAS, there is a waiting list of applicants for Section 8 vouchers, because there are not enough vouchers available to serve all eligible households;

WHEREAS, in 2021 CFHA received an allocation of Emergency Housing Vouchers ("EHV") from HUD to serve families at risk of or experiencing homelessness, fleeing domestic / dating violence or sexual assault, stalking, or human trafficking;

WHEREAS, HUD has announced that funding for the EHV program is ending five years early, with funding projected to run out in September 2026;

WHEREAS, the EHV program, by its very nature, serves some of the most vulnerable households in the community, keeping these households securely housed instead of starting the cycle of homelessness over again is critical;

WHEREAS, establishing a local preference for existing CFHA voucher holders facing termination of assistance due to insufficient or discontinued funding, such as EHV participants, will greatly assist in keeping impacted households securely housed;

WHEREAS, an amendment to the CFHA Section 8 Administrative Plan is required to establish such preference; and

WHEREAS, on November 20, 2025, the CFHA Board of Commissioners adopted a resolution recommending City Council approve this amendment.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The CFHA Section 8 Administrative Plan (November 2025 version), pages 31 and 33 are amended to read as follows. New text is shown as RED, CAPITALIZED AND UNDERLINED TEXT and deleted text is shown as ~~strikethrough~~.

Page 31

*** * ***

4.2 ADMISSION PREFERENCES (24 CFR 982.202)

Preferences give priority placement to applicants who meet certain criteria. Applicants who do not qualify for a preference will have a longer wait to receive assistance than those who do qualify.

The CFHA has established ~~two~~ THREE local preferences for the Section 8 program:

1. Local Residency, ~~and~~

2. Homeless (up to four vouchers annually)~~.~~, AND

3. EXISTING CFHA-ASSISTED HOUSEHOLDS FACING TERMINATION FROM ANY HCV PROGRAM DUE TO INSUFFICIENT OR DISCONTINUED FUNDING.

* * *

Page 33

* * *

4.2.7 LOCAL PREFERENCE: EXISTING CFHA-ASSISTED HOUSEHOLDS FACING TERMINATION DUE TO INSUFFICIENT OR DISCONTINUED FUNDING

APPLICANTS THAT QUALIFY FOR THIS PREFERENCE ARE HOUSEHOLDS THAT HOLD A VOUCHER MANAGED BY CFHA IMPACTED BY INSUFFICIENT OR DISCONTINUED FUNDING AT THE TIME OF ELIGIBILITY SCREENING. VOUCHER STATUS TO BE VERIFIED BY CFHA.

* * *

SECTION 3. Delegation of Authority

The Housing Director is hereby authorized to make minor technical and conforming to the Administrative Plan, including renumber of sections, to implement this new local preference.

City Housing staff are hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Resolution,

and shall post a new copy of the updated Administrative Plan on the City website.

SECTION 4. Effective Date

This Resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of February, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Adoption Ordinance No. 2026-04: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0010, Subsection A. Parking Rates - ParkFlag District to amend the effective date of the parking fee increase; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the February 17, 2026 Council Meeting:
1) Read Ordinance No. 2026-04 by title only for the first time
2) City Clerk reads Ordinance No. 2026-04 by title only (if approved above)

At the February 24, 2026 Special Meeting
3) Read Ordinance No. 2026-04 by title only for the final time
4) City Clerk reads Ordinance No. 2026-04 by title only (if approved above)
5) Adopt Ordinance No. 2026-04

Executive Summary:

At the October 21, 2025, Council Meeting, Ordinance 2025-21 was adopted for code revisions related to the Comprehensive Parking Management Program and establishing updated public parking rates and permit fees for the ParkFlag District. Staff presented the ordinance with an effective date for the increased ParkFlag parking rates to begin March 1, 2026. The intention at the time was to have the Downtown Flagstaff Enhanced Services begin 60 days prior to the start of the increased parking rates. Staff has procured a third party contract to deliver the enhanced services. The contract is not expected to be awarded until the Council Meeting on February 17, 2026.

Therefore, staff is requesting that Council approves the change in effective date to August 1, 2026, to allow for the contractor to establish the service and provide two months of service delivery prior to increasing rates. This aligns with the original expectation of increasing parking rates after services have been established.

Financial Impact:

The delay in collection of the increased parking fees will be managed within the ParkFlag 5-year plan. There is an offsetting reduction of expenditures in the ParkFlag 5-year plan with the delayed contract implementation.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

In April 2025, during the budget retreat, staff presented consideration of proposed parking rate changes to Council and received direction to proceed with a rate analysis and potential rate increase. The rates were developed to support enhanced services in the ParkFlag District.

In October 2025, Council adopted changes to the Comprehensive Parking Management Program and approved parking rate increases to be effective March 1, 2025.

Options and Alternatives to Recommended Action:

1. Approve the Ordinance to delay the parking rate increase to August 1, 2026 (Recommended action)
2. Amend and approve the Ordinance to delay the parking rate increase to a different effective date
3. Do not approve the Ordinance and begin collecting the increased parking fee on March 1, 2026

Connection to PBB Priorities and Objectives:

High Performing Governance

- Serve the public by providing high quality customer service
- Maintain the organization's fiscal stability through strong financial policies and best practices
- Implement and communicate innovative and efficient local government programs, new ideas, and best practices

Sustainable and Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:

Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Goal LU.10. Increase the proportion of urban neighborhoods to achieve walkable, compact growth
Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.

Connection to Carbon Neutrality Plan:

Decrease Dependence on Cars, DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take a bus. This proposal supports the City's Carbon Neutrality Plan by encouraging shifts to more sustainable modes of transportation. Higher parking rates may motivate some downtown visitors and employees to choose alternatives such as biking, ride-sharing, or public transit. ParkFlag will continue to offer the VIP Commuter Pass program, which provides free bus passes to downtown employees, and will also continue promoting carpooling and highlighting bicycle rack locations on the ParkFlag website. These measures align with the City's goals of reducing vehicle miles traveled and fostering a cleaner, more sustainable downtown.

Connection to 10-Year Housing Plan:

None

Attachments: Ord. 2026-04

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0010 PARKING FEES-PARKFLAG DISTRICT, SUBSECTION A PARKING FEES TO AMEND THE EFFECTIVE DATE OF PARKING FEES INCREASES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City is authorized to regulate standing or parking of vehicles, pursuant to A.R.S. § 28-627(A)(1); and

WHEREAS, the City is authorized to regulate the use and improve City streets, alleys, and sidewalks pursuant to A.R.S. § 9-276(A)(1); and

WHEREAS, the City Council adopted Resolution No. 2016-01 establishing a Comprehensive Parking Management Program, Resolution No. 2017-03 to establish parking rates and fees, and adopted Sections 9-01-001-0014 and -0015 of the City Code to establish an office of the Parking Manager to adopt Administrative Guidelines and to implement the Comprehensive Parking Management Plan, and to establish a special revenue fund, all in an effort to regulate traffic and public parking in Downtown Flagstaff, the Southside, and immediately surrounding areas ("the ParkFlag District"); and

WEHREAS, the City Council directed the Parking Manager in 2019 to reduce the Employee/Business Owner Permit – Individual fees; and

WHEREAS, the City Council has adopted Resolution No. 2025-54 repealing Resolution No. 2017-03; and

WHEREAS, the City Council has adopted Ordinance 2025-21 to update the City Code provisions related to the Comprehensive Parking Management Program, and to establish updated public parking rates and permit fees for the ParkFlag District; and

WHEREAS, the City Council desires to adopt this ordinance to delay the parking rate increases adopted in Ordinance 2025-21 which were scheduled to become effective March 1, 2026 to a new effective date of August 1, 2026;

WHEREAS, parking fees are not being increased and therefore a 60 day notice posting pursuant to A.R.S. § 9-499-15 is not required.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0010 Parking Fees – ParkFlag District, subsection A, is hereby amended to read as follows (additions shown as underlined capitalized text, deletions in strikeout):

3-10-001-0010 Parking Fees – ParkFlag District

A. Parking Fees (Effective ~~**March 1, 2026**~~ **AUGUST 1, 2026**)

Uncovered space	$2.00/hour
Covered space	$3.00/hour
Hooding fee with event permit space	$2.00/half-day
Hooding fee with encroachment permit space	$5.00/day
Mobile app convenience fee (not a city fee)	Per software contract

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective 30 days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 24th day of February, 2026.

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-09: A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the May 19, 2026 Special Election

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2026-09 by title only
2. City Clerk reads Resolution No. 2026-09 by title only (if approved above)
3. Adopt Resolution No. 2026-09

Executive Summary:

With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective county. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), and then mails out and receives the ballots, as well as counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County for the May 19, 2026 Special Election.

Financial Impact:

The Charter Special Election has been budgeted in the FY2025-2026 Budget in account 001-01-017-0016-1-4290 in the amount of $150,000. The services provided by the County are charged at $2.50 per registered voter. With approximately 50,000 registered voters, the County charges should be around $125,000. Additional expenses will be incurred with Runbeck Election Services and English Spanish Translation Services, LLC for the compilation, translation, and mailing of the associated Information Pamphlet as well as the notification postcards.

Policy Impact:

None

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Foster community pride and civic engagement

Encourage public trust through transparency, accessibility and use of the City's public participation policy

Has There Been Previous Council Decision on This:

The Council has not discussed this specific IGA.

Attachments: Res 2026-09

IGA

RESOLUTION NO. 2026-09

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE MAY 19, 2026 SPECIAL ELECTION

RECITALS:

WHEREAS, the City Council desires to enter into an Intergovernmental Agreement with Coconino County for Election Services; and

WHEREAS, Coconino County has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment; and

WHEREAS, the Coconino County Recorder has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8; and

WHEREAS, the City of Flagstaff is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of Coconino County to conduct its election.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2: Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of February, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – IGA with Coconino County

INTERGOVERNMENTAL AGREEMENT
for
BALLOT-BY-MAIL ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), is made on this _____ day of _____, 2026, by and between COCONINO COUNTY, a political subdivision of the State of Arizona by and through its duly elected BOARD OF SUPERVISORS and RECORDER (collectively the "COUNTY"), with offices located at 219 E. Cherry Ave., Flagstaff AZ 86001, and **CITY OF FLAGSTAFF,** ***("CITY"),*** a Charter City, in Coconino County, Arizona***.***

RECITALS

1. ***CITY*** is authorized under Flagstaff City Charter, Article IX, to hold primary, general, and special elections.

2. ***COUNTY*** is authorized, pursuant to A.R.S. § 16-408(D), to contract with City to perform election services.

3. ***COUNTY*** is authorized by A.R.S. § 16-172 to allow any political subdivision conducting an election to contract with the county to utilize the County registration rolls.

4. ***COUNTY*** and ***CITY*** have determined that the use of the election services of the Recorder's Office is in the public interest, and ***COUNTY*** agrees to provide such services.

NOW, THEREFORE, pursuant to Arizona Revised Statutes § 11-952, authorizing contracts between public agencies for the joint exercise of powers common to both the ***CITY*** and the ***COUNTY*** and in consideration of the mutual covenants and stipulations set forth below, the parties agree as follows:

SECTION 1: PURPOSE

The purpose of the Agreement is to secure the services of ***COUNTY,*** as enumerated in Section 2, for the preparation and conduct of the ***CITY'S*** Special Election of May 19, 2026, regarding charter amendments, which will be conducted by mail ballot (the "Election").

SECTION 2: SERVICES TO BE PERFORMED BY *COUNTY*

COUNTY, or its designated agent, agrees to:

For the vote by mail elections:

2.1 Provide ballots, which will allow qualified electors to vote for any questions appearing on the ballot.

2.2 Cause the election boards to use the copies of the registers, prepared from the records of the Recorder, for the purpose of identifying the electors qualified to vote in *CITY* elections.

2.3 Conduct training as necessary.

2.4 Staff voting and tally boards, count ballots and transmit the results to ***CITY*** within ten (10) business days of each Election Day.

2.5 Provide facilities for counting the ballots.

2.6 Provide facilities for obtaining replacement ballots for voters who misplace ballots, do not receive ballots, or spoil ballots in any way.

2.7 Provide ballot language translation, layout, and printing of ballots, ensuring that the return ballot envelopes are coded with a special postal code so that postal officials know to handle them with extreme care and promptness and not to leave them unsecured.

2.8 Prepare the necessary registers for use in the election.

2.9 Provide an electronic file of all of the registered voters to Runbeck Election Services, in time to meet all legal requirements and deadlines.

2.10 Provide information on the publicity pamphlet for the last day to register, replacement ballot sites, drop-off locations, and early voting availability and deadlines.

2.11 Mail ballots, by first class mail, to every registered voter in the City of Flagstaff.

2.12 Mail a notice of election to every registered voter for the purpose of notifying voters of the mail ballot election and cleaning up the election rolls.

SECTION 3: OBLIGATIONS OF THE CITY OF FLAGSTAFF

CITY, or its designated agent, agrees to:

3.1 Upon completion of the tabulation and transmittal, prepare the canvass and any Certificate of Results, if applicable.

3.2 Pay to ***COUNTY,*** on a reimbursement basis, the actual cost of the services provided, including, but not limited to, $2.50 per registered voter in the special election and for the actual cost of outreach and administrative services provided by ***COUNTY*** pursuant to this Agreement. ***CITY*** will pay ***COUNTY*** within thirty (30) days after a presentation by the ***COUNTY*** of demand for payment.

3.3 Publish and/or post all legal notices required by statute.

3.4 Provide translation, layout, printing, and mailing of Informational Pamphlet.

3.5 Prepare and file a report to the Speaker of the House and President of the Senate regarding the Mail Ballot Election results as required by statute.

Provide any other notices, including but not limited to notice of change to taxing district boundaries, required for the contract for elections.

SECTION 4: Contact Information

Communication regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:
County Recorder
110 E. Cherry Ave.
Flagstaff, AZ 86001
Phone: (928) 679-7860
Fax: (928) 213-9241
E-mail: voterservices@coconino.az.gov

Election Director
1300 W. University Ave
Flagstaff, AZ 86001
Phone: (928) 679-7896
E-mail: elections@coconino.az.gov

JURISDICTION:
Flagstaff City Clerk
211 W. Aspen Ave.
Flagstaff, AZ 86001
Phone: (928) 213-2076
E-mail: stacy.saltzburg@flagstaffaz.gov

SECTION 4: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Agreement. The City shall compensate the County for election services provided pursuant to this agreement in accordance with Section 3.2 of this Agreement.

SECTION 5: TERMINATION

This Agreement shall terminate upon completion or resolution of all matters connected with the election, legal challenges excepted, or upon written notice by either party to the other within thirty days (30) prior to the election date. Should the elections which are the subject of this Agreement be challenged or questioned for any reason whatsoever, then ***CITY*** shall be solely responsible for the defense of the election; however, the County agrees to make its officers and employees available to testify as witnesses in any litigation related to the Election and to make its officers and employees available for any reasonable preparation for any such litigation.

SECTION 6: INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (collectively referred to as "Claims") including those arising out of injury of any person, including bodily injury, death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees, charges, or volunteers.

SECTION 7: EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective at the time of signing and shall terminate as provided in Section 5.

SECTION 8: SEVERABILITY

If any provision of this Agreement or application of this Agreement is held invalid, such invalidity shall not affect other provisions or applications of this Agreement.

SECTION 9: AUTHORITY TO CONTRACT

Each party represents and warrants that it has **full** power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the Agreement.

SECTION 10: CONFLICT OF INTEREST

This Agreement is subject to Arizona Revised Statutes § 38-511 and may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is an employee, consultant, or agent of the other party to this Agreement.

SECTION 11: DISPUTE RESOLUTION

11.1 Resolution of Issues Raised by Third Parties. The Parties understand that from time to time members of the public may raise issues about the conduct of an Election. If requested by the City, the County agrees to provide a thorough written explanation of its procedures to address the concerns raised by a member of the public. The City will not request an explanation from the County until after the canvass of the election and the time period for filing an election challenge has passed. If an election challenge is filed by the member of the public who has raised issues about the conduct of an Election or if the member of the public has brought any legal action to enforce election laws, this paragraph is not applicable.

11.2 Attorneys' Fees. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non- prevailing party.

11.3 If there is a dispute between the parties as to whether their actions comply with all applicable laws, the Parties may jointly consult with the Secretary of State's Office for assistance in reaching a resolution.

CITY OF FLAGSTAFF

_____
Becky Daggett, Mayor

ATTEST:

_____
City Clerk

COCONINO COUNTY

_____
Patrice Horstman, Chair
Board of Supervisors

_____
Aubrey Sonderegger, Recorder

ATTEST:

_____
Clerk of the Board of Supervisors

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

_____
City Attorney

_____
Legal Counsel

Exhibit 1

BALLOT-BY-MAIL ELECTION SERVICES AGREEMENT
ELECTIONS TASK SCHEDULE

Responsibilities for the conduct of elections pursuant to the Coconino County Ballot-by-Mail Services Agreement are allocated as follows:

TASK		TO BE PERFORMED BY:	
		COUNTY	CITY
Call of Election			X
Legal Advertising, Notices, etc. (also, non-resident voters)			X
Information Pamphlet (If needed)			X
Contact Printer vendor; Order ballots or labels		Recorder	
Provide official ballot language no later than February 2, 2026. The Elections Department will be responsible for the translation of ballot language in Spanish.			X
Final Approval on ballot proof (County needs a copy of approval) no later than March 15, 2026			X
Logic & Accuracy (L&A) Test notice to the newspaper within 48 hours of L&A Test		Elections	
Perform L&A testing (Representative of Jurisdiction may be present) on April 13, 2026. Accessible voting equipment will be ready by April 20, 2026		Elections	
Mailing of Ballots (Ballots will be mailed to all qualified electors beginning within the allowed statutory time period A.R.S. §16-558.01)		Recorder	
Processing of ballots		Recorder	
Providing Replacement Ballots		Recorder	
Signature Verification -	Ballot affidavit signature comparison	Recorder	
Signature Verification -	Provisional ballots	Recorder	
Tabulation of voted ballots, as permitted by (A.R.S. §16-550-B)		Elections	
Conduct Post Election L&A Test prior to completing canvass documents (A.R.S. §16-642-A), no later than May 27, 2026		Elections	
Submit the final election results to the appropriate authority for canvassing the election results.			X
Upon completion of the canvass, request the Clerk of the Board of Supervisors or the officer in charge of the election to prepare and issue the Certificates of Election if needed.			X
If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.			X

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE:
Consideration and Approval: Use of the Council Initiative Fund

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to make a contribution to the Fraternal Order of Police Lodge 32 and AZ Troopers Association in support of the families of the fallen AZDPS Trooper and Pilot.
2. Consideration of the use of the Council Initiative Fund for any other items Council may like to consider funding within the fiscal year.

Executive Summary:
A request was made by Councilmember House to consider using the Council Initiative Fund to make a contribution to the Fraternal Order of Police Lodge 32 and AZ Troopers Association in support of the families of the fallen AZDPS Trooper and Pilot.

Financial Impact:
Cost: Up to $25,000
Account Number Budgeted: 001-09-401-1300-1-4290
FY26 Budgeted Amount: $25,000.00
Funding Source: General Fund

Amount currently available for use is $7,700.

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:
None

Background and History:
The Council Initiatives Fund was established as part of the FY2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount ($25K annual appropriation) and it does not rollover or accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures. There is no

established process for doing so, other than majority support. We of course always need to stay within our legal parameters and our City Attorney can advise accordingly. Similarly, such matters should be identified on the Council meeting agenda, as an action item.

Connection to PBB Priorities and Objectives:
The Council Initiative fund is intended to support all Council goals, objectives and priorities.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 02/10/2026

Meeting Date: 02/17/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Changing the name of Columbus Ave to an Indigenous representative name."

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 27, 2026, requesting "Changing the name of Columbus Ave to an Indigenous representative name."

Information:

None

Attachments: Petition #2026-02

#2026-02

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:

Action Requested: Changing Columbus Ave name to an Indigenous Representative name.

Printed Name of Submitter: Gissell Gurrola

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/23/24	Kaly Arvizu	[redacted]	
3/23/24	Julz Chatter		
3/23/24	Brandee Kayonnie		
3/23/24	Makaius Marks		
3/23/24	Baase Pike		
3/23/24	Rosa Begay		
3/23/24	Lilani Jose		
3/23/24	Harold Manuelito III		
3/23/24	Meredith Talley		
3/23/24	Shawna Woody		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
1/27/26	Stacy Saltzburg	2/17/2026

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** 2 **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/23/24	Emily Musta	[redacted]	
3/26/24	Gissell Gurrola		
3/29/24	Zane Jacobs		
3/29/24	Alicia Henry		
3/29/24	Mary Aland		
3/29/24	Mary Beth Bayrams		
04/04/19/24	Ren 2 Yj		
04/19/24	Mia Cordero		
4/19/24	Alexa Cordero		
4/19/24	Glan yazzie		
4/19/24	Shaina cordero		
4/19/24	Jaelyn DeChilly		
4/19/2024	Orlita Dohi		
4/19/2024	Derrick Davis		
4/19/24	Lillian Harvey		
4/19/24	Heather Goldtooth		
4/19/24	Crystal Begody		
4/19/24	Caroline Monroe		
4/19/24	Genny Hatathli		
4/19/24	Ashley Hall		
4/20/24	Tori Charley		
4/20	Ella Bedonie		928 280 8937
	Dennis Benovir		286-8337

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
4/21/24	Andimar Cook	[redacted]	Andimar Cook
4/20/24	Jennifer Yazzie		
4/20/24	Colleen S Yazzie		
4/20/24	Olena Jensen		
4/20/24	Shante Jensen		
4/20/24	Jana Stewart		
4/20/24	Crystal Stewart		
4/20/24	Javier Lopez		
04/20/24	Bill Cook		
04/20/24	B. Piper		
04/20/24	Hali Phillip		
4/20/24	Josh Wheeler		
4/20/24	Jeremiah Bendle		
4/20/2024	Michelle Jackson		
4/20/2024	Mashayla Tso		
11 11	J Shepard		
4/20/2024	Chiara Holgate		
4/20/24	Dean Crocker		
4/20/24	Jonathan Otero		
4/20/24	Michael Otero		
4/20/24	Annalee Smith		
4/20/24	ROSIE OTERO		
4/20/24	Michael Pagliarulo		