



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

City Council Voting Meeting Agenda

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, March 10, 2026

5:30 PM

Civic Center
5750 W Glenn Drive
Glendale, AZ 85301

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4). The public will have access to where the meeting is taking place a minimum of thirty (30) minutes prior to the meeting start time posted on this agenda, pursuant to A.R.S. 38.431.02(H).

CALL TO ORDER

ROLL CALL

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE FEBRUARY 24, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Attachments

Draft Minutes 2 24 2026

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

2. AUTHORIZATION TO ENTER INTO AMENDMENT NO.1 AND AMENDMENT NO. 2 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2025-26 UTILITY ASSISTANCE PROGRAMS
Presented by: Kimberly Hall, Director, Community Services

Attachments

Amendment 1 to Agreement with Arizona Community Action Assoc.

Amendment 2 to Agreement with Arizona Community Action Assoc.

3. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ARROWHEAD SEWER LINE PH. 1.1 AND REALIGNMENT WASTE ACTIVATED SLUDGE SEWERLINE
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Amendment 2 to Agreement with Dibble & Assoc

4. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH LIGHTING UNLIMITED INCORPORATED FOR BUILDING SUPPLIES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Amendment 1 to Agreement with Lighting Unlimited

5. AWARD OF IFB 26-10 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MULTIPLE VENDORS FOR HOUSEHOLD HAZARDOUS WASTE CONTROL
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Agreement with Kary Environmental Services Inc

Agreement with Clean Harbors Environmental Services Inc

6. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH ANDREW'S REFRIGERATION, INC FOR HVAC SERVICE AND REPAIR
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Linking Agreement Andrew's Refrigeration, Inc

7. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELONTEC LLC, FOR MOVING AND RELOCATION SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Linking Agreement with Elontec LLC

8. AUTHORIZATION TO ENTER INTO AMENDMENT 6 TO THE AGREEMENT FOR ENTERPRISE ASSET MANAGEMENT SOLUTION (EAMS)
Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

Amendment 6 to Agreement with Enterprise Asset Management Solution

9. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH GARTNER, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

Amendment 2 to Linking Agreement with Gartner Inc

10. AUTHORIZATION TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH PROSCI, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

Agreement with Prosci Inc

11. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH BROWN'S PARTSMaster, INC FOR WATER-CONSERVING PLUMBING FIXTURES AND PARTS
Presented by: John Kennedy, Director, Parks and Recreation

Attachments

Amendment 1 to Agreement with Brown's Partmaster Inc

12. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PLAYPOWER, INC DOING BUSINESS AS MIRACLE RECREATION EQUIPMENT COMPANY, FOR PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES FOR CITYWIDE PARKS, RECREATIONAL FACILITIES, AQUATICS CENTERS, AND SPLASH PADS
Presented by: John Kennedy, Director, Parks and Recreation

Attachments

Agreement with Playpower, Inc.

CONSENT RESOLUTIONS

13. RESOLUTION NO. R26-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE THUNDERBIRD PARK WATER CONNECTION.

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

R26-16

IGA with City of Phoenix

14. RESOLUTION NO. R26-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE OLIVE AVENUE 59TH AVENUE TO 67TH AVENUE STREET LIGHTING PROJECT.

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

R26-17

15. RESOLUTION NO. R26-18

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MEMORANDUM OF AGREEMENT BETWEEN THE ARIZONA NATIONAL GUARD CYBER JOINT TASK FORCE AND THE CITY OF GLENDALE INNOVATION AND TECHNOLOGY DEPARTMENT.

Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

R26-18

Cover Page

COUNCIL COMMENTS AND SUGGESTIONS

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city'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 (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

SPECIAL ACCOMMODATIONS

It is the policy of the City of Glendale that all City-sponsored public meetings and events are accessible to

people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at 623-930-2270 or e-mail adacompliance@glendaleaz.com at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

POSTING VERIFICATION

This agenda was posted on 3/4/2026 at 4:00 p.m. by MR.



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Julie K. Bower, City Clerk
DEPARTMENT: City Clerk

Subject

APPROVAL OF THE MINUTES OF THE FEBRUARY 24, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Purpose and Recommended Action

N/A

Attachments

Draft Minutes 2 24 2026

DRAFT

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes

Tuesday, February 24, 2026

5:30 P.M.

**Voting Meeting
Civic Center**

City Council

Mayor Jerry Weiers

Vice Mayor Ray Malnar

Councilmember Leandro Baldenegro

Councilmember Lupe Conchas Jr.

Councilmember Dianna T. Guzman

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Mayor Weiers called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Also Present: Patrick S. Banger, City Manager
Michael Bailey, City Attorney
Julie K. Bower, City Clerk
Vicki Rios, Assistant City Manager
Jamsheed Mehta, Assistant City Manager

PRAYER/INVOCATION

The invocation was offered by Rabbi Tim Hyslip, Baruch Ha Shem Mesianic Congregation.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE FEBRUARY 10, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Dianna T. Guzman to approve the minutes of the February 10, 2026 voting meeting.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES

Presented by: Councilmember Dianna Guzman

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to make the following appointments:

Arts Commission

Alicia Moore to a term expiring January 31, 2028

Commission on Community and Culture

Emilio Garcia to a term expiring January 31, 2028

Risk Management and Worker's Compensation Trust Fund Board

Shavona White to a term expiring January 31, 2028

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

Mayor Weiers administered the oath of office to the appointees.

CONSENT AGENDA

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000050-L06, THE BREAK ROOM, 10040 N 43RD STE 1H
4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000077-L10, 47TH AVE EZ MART, 9002 N 47TH AVE
5. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LOCAL FIRST ARIZONA FOUNDATION FOR DOWNTOWN GLENDALE SMALL BUSINESS SUPPORT
6. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH B & F CONTRACTING, INC., FOR THE CONSTRUCTION OF CONDUITS AND FIBER INSTALLATION TO PUBLIC FACILITIES
7. AUTHORIZATION TO ENTER INTO LINKING AGREEMENTS WITH MULTIPLE VENDORS FOR MAINTENANCE AND REPAIR SERVICES TO HEAVY-DUTY VEHICLES AND EQUIPMENT

8. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON CHALMERS FORD, INC. DOING BUSINESS AS MHQ OF ARIZONA, FOR ADDING EMERGENCY LIGHTING AND OTHER UPFITTING SERVICES AND RATIFICATION OF EXPENDITURES
9. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DIAMOND IRON LLC FOR FENCING MATERIALS AND INSTALLATION SERVICES
10. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 WITH MESA ENERGY SYSTEMS, FOR HVAC MAINTENANCE, REPAIR, AND EMERGENCY SERVICES
11. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH UNIVERSITY TERMITE AND PEST CONTROL, INC., FOR PEST CONTROL SERVICES
12. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 WITH CHILLER SERVICES, INC., FN FOR HVAC EQUIPMENT, INSTALLATION, SERVICE, & RELATED PRODUCTS AND SERVICES
13. POSITION RECLASSIFICATIONS
14. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH GENERAL ACRYLICS, LLC, DBA GA SPORTS CONSTRUCTION FOR SPORTS COURTS INSTALLATION, MAINTENANCE, AND SERVICES – INTERIOR AND EXTERIOR, EXCLUDING WOOD FLOORING FOR CITYWIDE PARKS, RECREATIONAL FACILITIES, AND AQUATICS CENTERS
15. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LANDMARK AQUATIC SERVICES, LLC FOR COMMERCIAL POOL EQUIPMENT AND REPAIR SERVICES FOR CITYWIDE POOLS AND AQUATICS FACILITIES
16. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH GENERAL PACIFIC, INC. FOR THE PURCHASE OF GOODS, SERVICES, AND UNMANNED AIRCRAFT SYSTEMS (UAS) EQUIPMENT
17. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ARIZONA WEST BUILDERS AND COMMUNICATIONS, INC. FOR COMMUNICATIONS TOWER SERVICES
18. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PUMP PROS INTERNATIONAL CORPORATION FOR VERTICAL WATER PUMPS PURCHASE, MAINTENANCE, AND REPAIR
19. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH GRAYBAR ELECTRIC COMPANY, INC. FOR ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS

A motion was made by Councilmember Lauren Tolmachoff, seconded by Councilmember Dianna T. Guzman to approve Consent Agenda items 3 through 19.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

CONSENT RESOLUTIONS

Ms. Bower read the Consent Resolutions by title.

20. RESOLUTION NO. R26-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE 75TH AVENUE BEARDSLEY TO DEER VALLEY CIP PROJECT.

21. RESOLUTION NO. R26-12

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT GRANTING PHOENIX FIRE DEPARTMENT AND GLENDALE FIRE KNOX KEYSECURE EKEY ACCESS ACROSS BOTH CITY BOUNDARIES.

22. RESOLUTION NO. R26-13

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF THREE STREETLIGHTS ON CAMELBACK ROAD IN THE CITY OF PHOENIX.

23. RESOLUTION NO. R26-14

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NUMBER ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE ADDITION OF LANDSCAPING TO THE LOOP 101 – 75TH AVENUE TO I-17 PROJECT.

A motion was made by Councilmember Bart Turner, seconded by Councilmember Lauren Tolmachoff to adopt Consent Resolutions items 20 through 23.

AYE: Mayor Jerry Weiers

Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

LAND DEVELOPMENT ACTIONS

24. ORDINANCE NO. O26-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND ITS AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED SOUTH OF THE SOUTHWEST CORNER OF PEORIA AVENUE AND SARIVAL AVENUE IN THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 39 ACRES TO BE KNOWN AS ANNEXATION AREA NO. 269; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Alex Lerma, Senior Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Mr. Lerma said the annexation request, Sarival Logistics, was a 39-acre parcel with a County jurisdiction zoning of RU-43. The next agenda item was a request to rezone the property to PAD for approximately 675,500 square feet of building area for industrial use.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to adopt Ordinance No. O26-06.

AYE: Mayor Jerry Weiers

Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

25. ORDINANCE NO. O26-07

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING 39 ACRES LOCATED SOUTH OF THE SOUTHWEST CORNER OF PEORIA AVENUE AND SARIVAL AVENUE FROM RR-45 (RURAL RESIDENCE-45) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "SARIVAL LOGISTICS"; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Alex Lerma, Senior Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Mr. Lerma said the request was to rezone from Rural Residence-45 (RR-45) to Planned Area Development (PAD) to allow for industrial development. The intent of the PAD was to allow for mixed-use development consisting of both commercial and industrial uses. The project proposal would be consistent with other planned developments in the surrounding area.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Lupe Conchas Jr., seconded by Councilmember Lauren Tolmachoff to adopt Ordinance No. O26-07.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

26. ORDINANCE NO. O26-08

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND ITS AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED AT THE NORTHWEST CORNER OF REEMS ROAD AND MYRTLE AVENUE IN THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 9.4 ACRES TO BE KNOWN AS ANNEXATION AREA NO. 271; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Alex Lerma, Senior Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Mr. Lerma said the annexation request was for the 9.4-acre property with a County jurisdiction zoning of RU-43. The next agenda item would be a request to rezone the property to PAD for approximately 26,056 square feet of building area for industrial use.

Mayor Weiers asked if Luke Air Force Base (LAFB) supported the project.

Mr. Lerma said no comments were received from LAFB.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to adopt Ordinance No. O26-08.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

27. ORDINANCE NO. O26-09

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING 9.4 ACRES LOCATED AT THE NORTHWEST CORNER OF REEMS ROAD AND MYRTLE AVENUE FROM RR-45 (RURAL RESIDENCE-45) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "REEMS & MYRTLE"; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Alex Lerma, Senior Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Mr. Lerma said the request was to rezone 9.4 acres from Rural Residence-45 (RR-45) to Planned Area Development (PAD) to allow commercial and industrial development. There was no specific use proposed for the site, but a possible option was to utilize the two existing four-acre lots to include two 13,000 square foot industrial/commercial buildings, storage areas, and associated required parking

Councilmember Tolmachoff asked what the allowed height was for the development since it was

adjacent to residential.

Mr. Lerma said the maximum height allowed was 45 feet.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Bart Turner, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-09.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

28. ORDINANCE NO. O26-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING ONE ACRE LOCATED AT THE SOUTHWEST CORNER OF 107TH AVENUE AND NORTHERN AVENUE FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "CIRCLE K – CLEAN FREAK CAR WASH"; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Joseline Castaneda, Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Ms. Castaneda said the proposed PAD amendment was to permit a car wash as a principal use on Parcel B. Clean Freak powered by Circle K proposed a 4,543 square foot car wash development with self-service vacuums. There were multiple access points to the site. One direct access from Northern Ave and two access points from 107th Avenue through shared access with Parcel A. No other modifications to development standards or other requirements were proposed.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Lauren Tolmachoff, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-10.

AYE: Mayor Jerry Weiers

Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
NAY: Councilmember Lupe Conchas Jr.
Passed

29. RESOLUTION NO. R26-15

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA25-03 FOR PROPERTY LOCATED SOUTH OF ORANGEWOOD AVENUE AND 62ND AVENUE. (PUBLIC HEARING REQUIRED).

AND

ORDINANCE NO. O26-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING ONE ACRE LOCATED SOUTH OF ORANGEWOOD AVENUE AND 62ND AVENUE FROM R-3 (MULTIPLE RESIDENCE) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "GLEN VILLAGE ON 62ND"; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Joseline Castaneda, Planner, Development Services

Ms. Bower read the resolution and ordinance by title.

Mayor Weiers opened the public hearing.

Ms. Castaneda said the requests included a Minor General Plan Amendment from General Commercial (GC) to High Density Residential 12 – 20 du/ac (HDR 20) 2 and a rezoning from Multiple Residence (R-3) to Planned Area Development (PAD). The rezoning would provide for the addition of two residential units on the property.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Lauren Tolmachoff to adopt Resolution No. R26-15.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman

Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-11.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

30. ORDINANCE NO. O26-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE TALAVI PLANNED AREA DEVELOPMENT PERTAINING TO 0.53 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF 59TH AVENUE AND BELL ROAD; AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED. (PUBLIC HEARING REQUIRED).

Presented by: Christina LaVelle, Planner, Development Services

Ms. Bower read the ordinance by title.

Mayor Weiers opened the public hearing.

Ms. Lavelle said the request was to amend the Talavi PAD to allow an additional "Convenience Restaurant." The proposed improvements to the building included a drive-through lane, a porte-cochere over the pickup window, and landscaping. There were no proposed changes to site access.

No one wished to speak on the matter.

Mayor Weiers closed the public hearing.

A motion was made by Vice Mayor Ray Malnar, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-12.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff

Councilmember Bart Turner
Passed

ORDINANCES

31. ORDINANCE NO. O26-13

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY (APS) AT THE GLENDALE MUNICIPAL AIRPORT AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE. Presented by: Djordje Pavlovic, P.E., Director, Engineering

Ms. Bower read the ordinance by title.

Mr. Pavlovic said a 100-foot by 100-foot storage hanger would be built at the airport requiring the installation of a transformer to provide electricity. APS was requesting a Utility Easement to install, construct, operate, repair, maintain, replace, and reconstruct, if necessary, the facilities.

A motion was made by Councilmember Lupe Conchas Jr., seconded by Councilmember Lauren Tolmachoff to adopt Ordinance No. O26-13.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Baldenegro said there were several events taking place in downtown Glendale this weekend. Events included Dogs Days of Glendale, the Black Business Owners Coalition event, Witchcrafted Market, and a music festival.

Councilmember Baldenegro said the Arizona Lowrider SuperShow would be taking place on Saturday, February 28th at the State Farm Stadium. He asked cruisers to obey traffic laws, be respectful of others, have fun and enjoy themselves.

Councilmember Conchas thanked Mr. Banger for spending three and a half hours touring the Cactus District. It allowed him to see neighborhoods firsthand, talk to residents and meet with small business owners.

Vice Mayor Malnar was hosting a Sahuaro District community meeting on February 26th, at Kachina Elementary School at 6:00 p.m. Another community meeting would take place in March at Cactus High School.

CITIZEN COMMENTS

James Deibler, Phoenix resident, commented on street cleanup taking place on Saturday, February 28th.

Michael Calles, Barrel District resident, commented on supporting youth and families.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 6:11 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Glendale City Council of Glendale, Arizona, held on the 24th day of February, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ___ day of ___, 2026.

Julie K. Bower, MMC, City Clerk



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: Kimberly Hall, Director
 DEPARTMENT: Community Services

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO.1 AND AMENDMENT NO. 2 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE FOR 2025-26 UTILITY ASSISTANCE PROGRAMS
 Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

To request City Council authorization for the City Manager to enter into Amendment No. 1 and Amendment No. 2 to the Independent Contractor Agreement with Arizona Community Action Association dba Wildfire (C25-0644) to increase funding by \$48,000 from \$329,030 to \$377,030 in funding for Fiscal Year 2025–26 to support utility assistance and utility replacement programs administered by the Glendale Community Action Program (CAP).

Background

The Glendale Community Action Program (CAP) provides direct assistance to low-income Glendale residents, including help with utility bills, rent, case management, and services for individuals experiencing homelessness.

The Arizona Community Action Association (Wildfire), is a statewide nonprofit that supports CAP agencies, and advances anti-poverty initiatives across Arizona. Wildfire works with utility providers, donors, and foundations to secure funding for emergency utility assistance, energy access, housing stability and other basic needs. Wildfire distributes these resources to local CAP agencies to assist qualified households through these programs. Through these amendments, the city will receive and administer an additional \$48,000 in funding from Wildfire to continue supporting vulnerable households in the community with these services.

Analysis

The Glendale Community Action Program (CAP) provides utility and housing stabilization assistance to low income Glendale residents through a combination of local and federal funding sources, including Wildfire funds. Without this support, many households face utility disconnection and increased risk of housing instability, including risk of homelessness. Combined, these contract amendments will secure an additional \$48,000 in utility assistance for Fiscal Year 2025–26, increasing the total contract amount to \$377,110. The additional funding is anticipated to assist approximately 100 Glendale households, helping prevent service shutoffs and promoting housing stability for vulnerable residents.

Previous Related Council Action

On June 24, 2025, City Council approved contract no. C25-0644 with Wildfire to secure an initial \$329,110 in funding for FY2025-2026.

Community Benefit/Public Involvement

Acceptance of these funds will provide Glendale residents with additional resources for crisis assistance services, serving as a critical safety net for low-income households. These services help prevent homelessness, reduce the risk of utility disconnections, and support financial stability for vulnerable families. Strengthening the stability and well-being of these households ultimately enhances the overall quality of life for all Glendale residents. This item supports the following Tier I objectives: improve community experience and improve resource alignment.

Fiscal Impact

Fiscal Year: 2025-2026
Fiscal Year Amount Requested: \$48,000
Budgeted Y/N?: N
Account: 21405262-523150
Transfer Required? Y/N: Y
If Yes, what account will be used?: 21602311-599991

Budget and Financial Impacts:

The additional \$48,000 in funding for this item will be established through a budget transfer from Miscellaneous Grant Contingency (21602311-599991) into the CAP ACAA program. Expenditures are not to exceed an aggregate of \$377,110 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 1 to Agreement with Arizona Community Action Assoc.
Amendment 2 to Agreement with Arizona Community Action Assoc.

How was the item procured: Grant

Explanation: This is a contract that was awarded to the City to obtain reimbursement for utility payments made by the city's Community Action Program

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

Tier 2 Objective: Residents that experience financial hardship can maintain safe housing by obtaining relief with utility assistance payments

**Amendment No. 1 to the 2025-2026
Independent Contractor Agreement
Contract No. 07012025-26**

The Independent Contract Agreement dated 07/01/2025 between Arizona Community Action Association (dba Wildfire) and **City of Glendale** (hereinafter "Contractor") is hereby amended as follows:

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

- **Utility Repair Replacement Deposit (URRD):** The Direct Service amount will **decrease** from **\$57,833.33** to **\$37,000.00** (portion of which will be eligible for the HVAC Waiver Pilot: **\$7,400.00**) and the Program Delivery amount will **decrease** from **\$11,566.67** to **\$7,400.00** (portion of which will be eligible for the HVAC Waiver Pilot: **\$1,480.00**). The Total Allocation amount will **decrease** from **\$69,400.00** to **\$44,400.00** (portion of which will be eligible for the HVAC Waiver Pilot: **\$8,880.00**).
- **SRP Bill Assistance:** The Direct Service amount will **increase** from **\$118,158.33** to **\$134,825.00** and the Program Delivery amount will **increase** from **\$23,631.67** to **\$26,965.00**. The Total Allocation amount will **increase** from **\$141,790.00** to **\$161,790.00**.
- **Southwest Gas Energy Share - Bill Assistance:** The Direct Service amount will **increase** from **\$3,945.45** to **\$11,218.18** and the Program Delivery amount will **increase** from **\$394.55** to **\$1,121.82**. The Total Allocation amount will **increase** from **\$4,340.00** to **\$12,340.00**.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1, effective as of the effective date.

City of Glendale:

Signature: _____

Name: Vicki Rios

Title: Assistant City Manager

Date: _____

Signature: _____

Name: Michael D. Bailey

Title: City Attorney

Date: _____

Signature: _____

Name: Julie K. Bower

Title: City Clerk

Date: _____

(SEAL)

Address:

7677 W Bethany Home Rd.
Glendale, AZ 85303

Email: cschulte@glendaleaz.com

Wildfire:

Signature: _____

Name: Kelly McGowan

Title: Executive Director

Date: _____

Address:

340 E Palm Lane, Suite 315
Phoenix, AZ 85004

Email: kmcgowan@wildfireaz.org

**Amendment No. 2 to the 2025-2026
Independent Contractor Agreement
Contract No. 07012025-26**

The Independent Contract Agreement dated 07/01/2025 between Arizona Community Action Association (dba Wildfire) and **City of Glendale** (hereinafter "Contractor") is hereby amended as follows:

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

- **APS Crisis Bill Assistance:** The Direct Service amount will **increase** from **\$32,600.00** to **\$70,100.00** and the Program Delivery amount will **increase** from **\$6,520.00** to **\$14,020.00**. The Total Allocation amount will **increase** from **\$39,120.00** to **\$84,120.00**.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 2, effective as of the effective date.

City of Glendale:

Signature: _____

Name: Vicki Rios

Title: Deputy City Manager

Date: _____

Signature: _____

Name: Michael D. Bailey

Title: City Attorney

Date: _____

Signature: _____

Name: Julie K. Bower

Title: City Clerk

Date: _____

Address:

7677 W Bethany Home Rd.

Glendale, AZ 85303

Email: cschulte@glendaleaz.com

Wildfire:

Signature: _____

Name: Kelly McGowan

Title: Executive Director

Date: _____

Address:

340 E Palm Lane, Suite 315

Phoenix, AZ 85004

Email: kmcgowan@wildfireaz.org



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: Tom Kaczmarowski, Principal Engineer
 DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ARROWHEAD SEWER LINE PH. 1.1 AND REALIGNMENT WASTE ACTIVATED SLUDGE SEWERLINE

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Professional Services Agreement (C24-0549) with Dibble & Associates Consulting Engineers, Inc., (Dibble) for additional construction administration & inspection services during construction for CIPP Lining of the Arrowhead Sewer Line Phase 1.1 and the realignment of approximately 1,150 LF (Linear Feet) of existing 6-inch waste activated sludge (WAS) line along 67th Avenue from approximately 67 Avenue and Grovers south over the 67 Avenue Skunk Creek bridge to approximately 300 feet south of the Skunk Creek Wash. The term of the contract shall remain unchanged, and the compensation shall be increased by \$43,858 for a not to exceed amount of \$432,630 over the entire term of the agreement.

Background

In 2017, Dibble prepared a condition assessment and recommended rehabilitation and improvements for the sewer collection line that outfalls to the Arrowhead Ranch Water Reclamation Facility (ARWRF). The report recommends rehabilitation and improvement of approximately 10,000 linear feet of the sewer line from the ARWRF, located northwest of the Union Hills Drive and Loop 101 intersection, along Union Hills Drive, then turning north at 67th Avenue terminating just south of the Loop 101.

In Phase 1 of this project, the City of Glendale (City) proposed to rehabilitate the existing sewer line located along Union Hills Drive, from the ARWRF to 77th Avenue. The overall length of the sewer pipe to be rehabilitated was approximately 2,610 linear feet and included six (6) associated sewer access manholes.

Dibble prepared construction drawings and technical specifications for the design to rehabilitate the existing sewer by slip-lining as recommended in the aforementioned condition assessment report. Dibble also performed construction administration and inspection services for the project during construction.

The scope for Phase 1.1 installed a Cured In-Place Pipe (CIPP) liner in the sections of the Arrowhead Sewer Line that were deleted from the previous slip-lining project that was

completed in November 2022. The CIPP liner was installed from the intersection of Union Hills Road and the Loop 101 – North Access Road, north along the Loop 101 Access Road, across the Loop 101, including extensive rehabilitations to existing manholes ending at the Arrowhead Ranch Water Reclamation Facility.

In addition to the CIPP liner in Phase 1.1, supplementary scope was added to realign the WAS line at 67th Avenue / Skunk Creek in a casing attached to the bridge as part of project efforts. Additional Construction Administration Services and Special Inspection hours were required in Phase 1.1 for extensive manhole rehabilitation efforts, new manhole installation and special inspection tasks performed during WAS Line realignment work.

Analysis

In June 2024, the Engineering Department submitted a Special Procurement Request to the Procurement Division to secure the services of Dibble for Engineering and Construction Administration services. The City of Glendale procurement division reviewed and approved the special procurement request for Dibble for Engineering and Construction Administration services for the Arrowhead Sewer Line phase 1.1 project.

Previous Related Council Action

On June 24, 2025, Council authorized Amendment No. 1 to the Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., expanding the scope of services and increasing the compensation by \$152,838.

On June 24, 2024, Council authorized the City Manager to enter into a professional services agreement with Dibble to approve expenditure of funds and for Construction Administration and Inspection Services for the Arrowhead Sewer Line and Manhole Rehabilitation (Phase 1.1) Project. Included in the request were additional Construction Administration services related to the 6” sanitary sewer WAS line realignment.

Community Benefit/Public Involvement

This project will maintain the integrity of the wastewater collection infrastructure, minimize potential service interruptions, and maintain regulatory compliance.

<u>Fiscal Impact</u>	
<u>Fiscal Year:</u>	FY2025-26
<u>Fiscal Year Amount Requested:</u>	\$43,858
<u>Budgeted Y/N?:</u>	Y
<u>Account:</u>	60304527-550100
<u>Transfer Required? Y/N:</u>	N
<u>If Yes, what account will be used?:</u>	
<u>Budget and Financial Impacts:</u>	
Funding is available in the Fiscal Year 2025-26 Capital Improvement Plan, Project CIPWW19088 – Arrowhead Sewer Lines Improvements. Expenditures with Dibble & Associates are not to exceed \$432,630 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.	

Attachments

Amendment 2 to Agreement with Dibble & Assoc

How was the item procured: Special Procurement

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

AMENDMENT NO. 2

Professional Services Agreement

(202104.1 Arrowhead Sewer Line Phase 1.1, Contract No. C24-0549)

This Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Dibble & Associates Consulting Engineers, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Dibble & Associates Consulting Engineers, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C24-0549, dated June 25, 2024 (“Agreement”); and
- B. On June 24, 2025, the City and Dibble & Associates Consulting Engineers, Inc., entered into Amendment No. 1 expanding the scope of services and increasing the compensation by \$152,838 for a new not to exceed amount of \$388,772; and
- C. The City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$43,858, to a revised total compensation amount of \$432,630; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on June 24, 2026.
- 3. **Scope of Work.** The scope is amended to include additional construction administration and special inspection services exceeding the original proposal.
- 4. **Compensation.** The compensation is being increased by \$43,858, for a new not to exceed amount of \$432,630 as shown in detail in the attached exhibit.
- 5. **Insurance Certificate.** Current certificate will expire on June 30, 2026 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

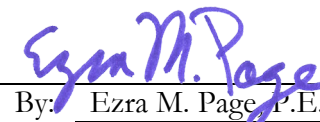
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Dibble & Associates Consulting
Engineers, Inc.
an Arizona corporation



By: Ezra M. Page, P.E.

Its: Vice President

January 27, 2026

City of Glendale
Engineering Division
c/o Hugh Alter
5850 West Glendale Avenue
Glendale, AZ 85301

**RE: Arrowhead Sewer Line Phase 1.1 – WAS Line Realignment
Project #202104.1
Change Order #2 – Request for additional funds and expenditure of remaining City Allowance**

Dear Mr. Alter,

We appreciate the opportunity to work with you and the City of Glendale on the CA&I Services for the WAS Line Realignment portion of the Arrowhead Sewer Line Phase 1.1 project.

A contract change order of **\$3,878** and expenditure of the City's \$20,000 contract allowance is requested for additional costs that Dibble and our subconsultant, Dibble CM, have incurred during construction.

Dibble's CA&I Services scope and fee – and by extension Dibble CM's scope and fee – was based on a construction duration of 11 weeks from NTP to final completion. B&F's NTP was September 2, 2025, establishing November 18, 2025 as the end date for Dibble CM's services. B&F's latest look-ahead schedule provided on December 8 indicates a completion date of December 19, 2025, approximately 4 weeks beyond the originally proposed end date. Dibble CM estimates an additional 52 hours of inspection at a cost of \$11,214 will be required because of the extended time.

Dibble incurred \$12,664 in additional costs associated with submittal and RFI reviews and structural inspections associated with the installation of the WAS line. The request is itemized below.

- Task 230 provided for 20 submittals at 2 hours (total labor) per submittal. To date, there have been 27 submittals that required approximately 2.5 hours per submittal on average. The total cost for these reviews is \$12,296 versus the \$7,640 included in the initial fee. Therefore, I am requesting \$4,656 from the allowance to cover the additional cost.
- Task 240 provided for 4 RFIs at 4 hours (total labor) per RFI. To date, there have been 10 RFIs that required approximately 2.6 hours (total labor) per submittal on average. The total cost for these reviews is \$4,936 versus the \$3,056 included in the initial fee. Therefore, I am requesting \$1,880 from the allowance to cover the additional cost.
- Task 440 provided for 1 site inspection and associated report generation at 10 hours for installation of the structural anchors supporting the WAS line under the bridge. The time required for installation of the anchors resulted in four site visits, each of which was



documented with an individual report, resulting in 32 hours at a cost of \$8,000 versus the \$1,872 included in the initial fee. Therefore, I am requesting \$6,128 from the allowance to cover the additional cost.

The total additional costs incurred by Dibble and Dibble CM are \$23,878. Approval of this request will expend the \$20,000 City Contract Allowance and **increase the total CA&I fee by \$3,878** to \$156,716 for the WAS Line Realignment portion of the Arrowhead Sewer Line Phase 1.1 project. Accounting for Change Order #1, the overall **CA&I fee associated with the Arrowhead Sewer Line Phase 1.1 project will increase by \$43,858 from \$388,772 to \$432,630**. I appreciate your consideration and am available to discuss further.

Sincerely,



Eric French, PE
Senior Project Manager-Utilities
Dibble



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH LIGHTING UNLIMITED INCORPORATED FOR BUILDING SUPPLIES

Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Lighting Unlimited, Incorporated Contract No. C25-0060 for Building Supplies. The Amendment would increase the compensation on the contract by \$1,000,000 for a new not to exceed amount of \$1,500,000, for the entire term of the Agreement. All other terms of the original Agreement remain the same.

Background

Lighting Unlimited, Incorporated. Was awarded a bid by the Arizona State Procurement as described in the Statewide Facilities and Building Supplies. Contract No. CTR074552 was awarded on January 1, 2025, and is effective through December 31, 2026. It includes an option to renew the contract for three additional one-year renewals, allowing the contract to be extended through December 31, 2030.

On November 21, 2025, the City entered into Contract Extension No. 1, C25-0060-1, extending the term of the linking agreement through December 31, 2026.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. Glendale City Code Section 2-149 authorizes cooperative purchases of supplies or services when it is in the best interest of the city.

Analysis

Field Operations is requesting Council to authorize Amendment No.1 increasing the original Agreement amount from \$500,000 to an amount not to exceed \$1,500,000 over the term of the contract. The increase will allow for upcoming lighting replacement at city of Glendale Fire Stations and Parks.

Previous Related Council Action

On February 11, 2025, Council authorized entering into a Linking Agreement with Lighting Unlimited, Incorporated, Contract No. C25-0060 to provide electrical and lighting supplies, in the amount not to exceed \$500,000 for the full term of the Agreement.

Community Benefit/Public Involvement

Continued electrical maintenance and repair will provide a safe environment for city employees, and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised, and all firms have an opportunity to participate.

Fiscal Impact

Fiscal Year: FY2025-26
Fiscal Year Amount Requested: \$1,000,000
Budgeted Y/N?: Y
Account: Various
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2025-26 operating and maintenance budgets for various city departments. Expenditures with Lighting Unlimited, Incorporated. are not to exceed \$1,500,000 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 1 to Agreement with Lighting Unlimited

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

AMENDMENT NO. 1

Lighting Unlimited, Incorporated
(City of Glendale, Contract No. C25-0060)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Lighting Unlimited, Incorporated, an Arizona corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Lighting Unlimited, Incorporated ("Contractor") entered into a Linking Agreement, Contract No. C25-0060, dated February 11, 2025 ("Agreement"); and
- B. On October 8, 2025, the State of Arizona issued Contract Amendment #1 to CTR074552, which extended the term of the Cooperative Agreement for a one-year period effective January 1, 2026 through December 31, 2026.
- C. On November 21, 2025, City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from January 1, 2026 through December 31, 2026; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The Compensation available under this Agreement is increased by \$1,000,000, for a new not-to-exceed amount of 1,500,000, for the entire term of the Agreement (including any subsequent extension terms). The increase in compensation allows the City to undertake additional electrical and lighting projects on a Citywide basis for the entire term.
- 5. **Insurance Certificate.** Current certificate will expire on September 16, 2026. A new certificate applying to any extended term must be provided prior to this date to Finance Director and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

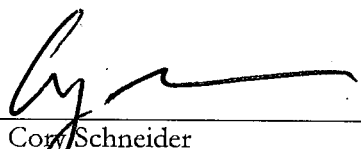
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Lighting Unlimited, Incorporated
an Arizona corporation



By: Cory Schneider

Its: President of sales/Co-Owner



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: Michelle Woytenko, Director
 DEPARTMENT: Field Operations

Subject

AWARD OF IFB 26-10 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MULTIPLE VENDORS FOR HOUSEHOLD HAZARDOUS WASTE CONTROL

Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into separate agreements for household hazardous waste control with two vendors: Clean Harbor Environmental Services, Inc; and Kary Environmental Services, Inc. In an amount not to exceed \$300,000 for each vendor. The award is based on the response to Invitation for Bid IFB26-10, for the City of Glendale for household hazardous waste control. It is also requested City Council authorize the City Manager to renew the Agreement, at the City Manager's discretion, for up to four additional one-year renewals. The initial term of the agreement is effective for one year.

Background

The Agreement with the vendors will be used for transporting all waste materials to a transfer, disposal, treatment, recycling, or storage facility that has the proper authorizations and permits necessary for the lawful performance of the Contract. An Invitation for Bid, (IFB 26-10) for qualified vendors to provide household hazardous waste control was advertised in the Arizona Republic on October 1, 2025. The City received three responses, and contract was reviewed as best and final offer. No protests were received. The City will use the contract to support the household hazardous waste services.

Analysis

The city issued an IFB to establish a list of qualified vendors to provide household hazardous waste control. This agreement will allow both vendors to provide transporting all household waste materials to facilities proper authorizations and permits necessary for the lawful performance of the Contract.

Community Benefit/Public Involvement

This Agreement will allow the city to continue to provide household hazardous waste collection to residential customers.

Fiscal Impact

Fiscal Year: FY2025-26

Fiscal Year Amount Requested: \$300,000

Budgeted Y/N?: Y

Account: Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2025-26 operating and maintenance budgets for various city departments. Expenditures with the vendors are not to exceed \$300,000 for each contract. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with Kary Environmental Services Inc

Agreement with Clean Harbors Environmental Services Inc

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

**AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE SERVICES
City of Glendale Solicitation No. IFB 26-10**

This Agreement for Household Hazardous Waste Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Kary Environmental Services, Inc., an Arizona Corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2026.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 26-10 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. 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.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Kary Environmental Services, Inc.
c/o George Schweidereick
641 S. Drew Street
Mesa, AZ 85210
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Shoalynn Gilliland
5970 W. Brown Street
Glendale, Arizona 85302
(623) 930-2863

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

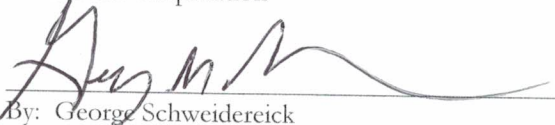
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Kary Environmental Services, Inc.,
an Arizona Corporation



By: George Schweidereick
Its: Vice President

EXHIBIT A
HOUSEHOLD HAZARDOUS WASTE SERVICES
PROJECT

See attached scope of work.



**CITY OF GLENDALE
PROCUREMENT DIVISION
INVITATION FOR BIDS**

SOLICITATION NUMBER: IFB 26-10

ONLINE BID NUMBER: 42600007

TITLE: HOUSEHOLD HAZARDOUS WASTE CONTROL

PUBLISHED DATE: OCTOBER 1, 2025

PRE-OFFER CONFERENCE: OCTOBER 15, 2025, AT 1:00 PM via
Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 274 607 837 901 3
Passcode: Mx64oy3G

Dial in by phone
[+1 480-500-1194,,754531696#](#) United States, Phoenix
[Find a local number](#)
Phone conference ID: 754 531 696#

QUESTIONS DEADLINE: OCTOBER 24, 2025, BY 2:00 PM LOCAL TIME

BID DUE DATE AND TIME: NOVEMBER 4, 2025, BEFORE 2:00 PM LOCAL TIME

NOTE: This is a sealed bidding process requiring bids to be submitted **ONLINE** via the Vendor Self-Service (VSS) system at <https://glendaleazvendors.munisselfservice.com/Vendors/VBids/Default.aspx> before the date/time shown above. The Vendor Self-Service system will not accept late bids.

CONTACT: Shoalynn Gilliland, Procurement Officer
623-930-2863
SGilliland@glendaleaz.com

Bids must be submitted electronically to Procurement through Vendor Self-Service System (VSS).

Vendor registration instructions: [Vendor Self-Service - Vendor Registration Guide](#)

Bids shall be opened for public viewing via virtual meeting:
Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 244 363 076 934 1
Passcode: Ky2U8gH2

Dial in by phone
[+1 480-500-1194,,496440122#](#) United States, Phoenix
[Find a local number](#)

Phone conference ID: 496 440 122#

The name of each bidder, and the bid price shall be recorded on a bid record. The name of the required witness shall also be recorded.

*For vendor convenience we have identified the commodity codes used in this solicitation on this page. (A Commodity Code is a universal classification for identifying commodities and services in procurement systems). **The commodity code(s) used in this solicitation are: 92645, 22020, 54847, 92551***

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

	SOLICITATION NUMBER: IFB 26-10/42600007 HOUSEHOLD HAZARDOUS WASTE SERVICES	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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Required Submittal

Pricing Workbook

	SOLICITATION NUMBER: IFB 26-10/42600007 HOUSEHOLD HAZARDOUS WASTE SERVICES	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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1. INTRODUCTION

The City of Glendale, Arizona, Solid Waste Division is requesting bids from qualified vendors to provide services for the collection and disposal of City residential hazardous waste materials. Services must include assessing, sorting, removing, and safely transporting hazardous materials for proper end disposal. The resulting Agreement shall provide for all materials in this contract. Unit pricing shall be firm, including the cost of freight and all other associated direct or indirect costs, excluding taxes.

2. OBJECTIVES

Many household products contain hazardous ingredients that can be harmful when discarded incorrectly. Improper disposal of these products can pose a threat to human health and pollute the environment. The Contractor for this Scope of Services shall work with City departments to assist in the legal and proper disposal of hazardous waste materials and provide services for the bi-annual Household Hazardous Waste (HHW) Event. The City intends to contract with one or more qualified and experienced contractor(s) to collect and dispose of residential hazardous waste as described herein.

3. GENERAL SPECIFICATIONS

- 3.1.** Follow all local, state, and federal laws and regulations to ensure that all methods of treatment, storage, recycling, or disposal are effective to minimize potential risks to human health or the environment
- 3.2.** The Contractor must include all labor, equipment, materials, tools, supplies, and vehicles necessary to collect and dispose of residential hazardous waste in accordance with all Federal, State, County, and local laws, including, but not limited to:
 - Resource Conservation and Recovery Act (RCRA)
 - Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
 - Hazardous Materials Transport Act
 - Hazardous Materials Management Act (HMMA)
 - Toxic Substances Control Act (TSCA)
 - International Fire Code
 - National Fire Protection Association Standards
 - Emergency Planning and Community Right to Know Act and the regulations promulgated in accordance with these laws
 - Occupational Safety and Health Act (OSHA) and the laws, rules, and regulations promulgated by the Department of Transportation (DOT)
 - Arizona Revised Statutes and the rules promulgated in accordance with the Maricopa County and the City Municipal Code
- 3.3.** The Contractor must be familiar with chemical waste materials, including the completion of hazardous and non-hazardous waste manifests
- 3.4.** The Contractor must furnish experienced labor, tools, equipment, supplies, materials, waste packaging, transportation, technical expertise, oversight, record keeping, all incidentals, and documentation necessary to legally load, remove, transport, and dispose of hazardous materials

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- 3.5. Warrant, represent, and possess all required licenses, training, certifications that are required by law for the operation and provision of Contractor's services related to the requirements stated here
 - 3.6. The Contractor must secure all materials onto pallets as necessary to ensure proper transport
 - 3.7. The Contractor must be able to assess, clean up, package, decontaminate, recycle, remove, treat, store, dispose of, and transport hazardous characteristics materials, and unknown liquids and solids in both emergency and non-emergency situations
 - 3.8. The Contractor must be familiar with chemical waste materials, including the completion of hazardous and non-hazardous waste manifests
 - 3.9. The Contractor must transport various hazardous waste types from city and non-city sites to regulated Treatment, Storage and Disposal facilities (TSDF) for ultimate disposal, recycling, and/or destruction on an emergency and non-emergency basis that minimizes risks to human health and/or the environment
 - 3.10. The Contractor must be able to remove, package, store, recycle, dispose of, and transport hazardous materials in various quantities of varying degrees of hazard and under varying conditions safely and professionally. Conditions may include, but are not limited to, uncollected material on or below the surface of the ground, in or on a body of water, and in containers
 - 3.11. The Contractor must be able to collect test samples to analyze the composition of hazardous materials using a State of Arizona-certified laboratory
 - 3.12. The Contractor must have the knowledge and expertise to determine the composition and regulatory status of all hazardous category materials and substances for profiling purposes when specifically requested or when unknown waste streams not generated by the City need to be evaluated
 - 3.13. The Contractor must work with the City's Field Operations department and any sub-departments to coordinate schedules for residential pickup
 - 3.14. The Contractor must use the safest, environmentally sound, expeditious, and cost-effective method to clean up, package, and decontaminate waste treatment for recycling and disposal in the performance of the Agreement
- 4. SCOPE OF WORK**
- 4.1. Transport all waste materials to a transfer, disposal, treatment, recycling, or storage facility that has the proper authorizations and permits necessary for the lawful performance of the Contract. This shall include, but is not limited to, landfill, waste incinerator, and recycling plant
 - 4.2. Not allow recycling, disposal, or batching with hazardous materials from other generators to be stored at the Contractor's facility longer than thirty (30) calendar days from initial pick-up until ultimate disposition unless approved by an authorized City representative
 - 4.3. Annually review and approve all disposal facilities that are proposed for use by the City with the authorized City Representative
 - 4.4. Contractor must provide written certification along with all applicable paperwork for the process of recycling/disposal/destruction of all materials that are classified as hazardous waste.
 - 4.5. Offer recycling options to the City for all possible items



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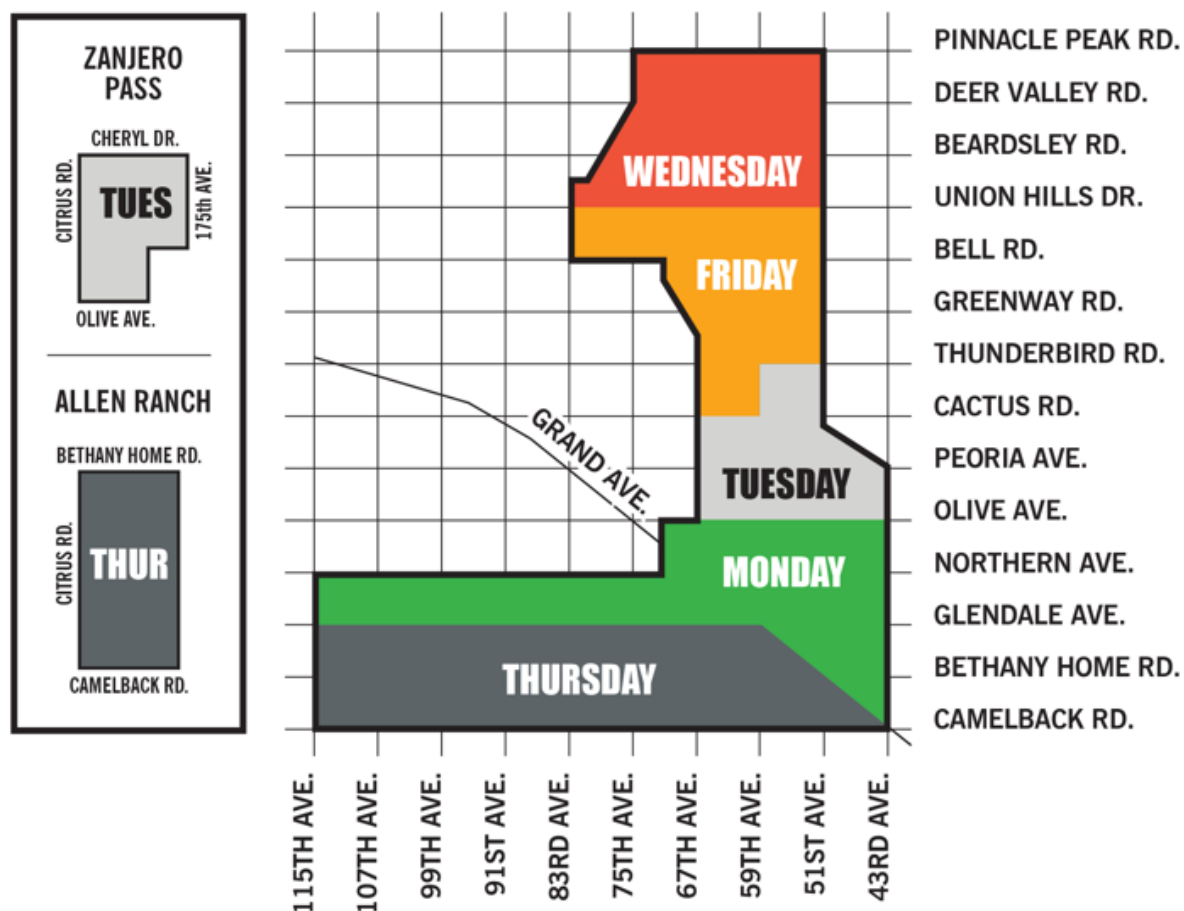
HOUSEHOLD HAZARDOUS WASTE SERVICES

CITY OF GLENDALE
Procurement Division
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Suite 210
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4.6. The Contractor must coordinate with the Recycling Division authorized contact to ensure sufficient staffing, equipment, and disposal services during the Household Hazardous Waste events, as necessary to safely and efficiently sort, receive, test, and bulk or aggregate like items for recycling or proper disposal

4.6.1. Event Schedule – Must be held biannually in the spring and fall

4.6.2. Event Area –



4.6.3. Contractor Event Responsibilities-- On the prior day of an HHW event, Contractor shall provide the City via E-Mail the completed HHW spreadsheet information to the City for final approval by the Recycling Foreman or Supervisor.

5. CONTRACTOR RESPONSIBILITIES

- 5.1.** The Contractor must provide safety coveralls/Tyvek suits, aprons, goggles, splash shields, gloves, respirators, traffic safety/reflector vests, eye wash hoses, fire extinguishers, first-aid kits, towels, blankets, nitrile gloves, work gloves, 30-mil rubber gloves, cotton liners, rubber overlays (booties), and other appropriate safety equipment
- 5.2.** Review and update hazardous material or waste profiles annually

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- 5.3. Qualify subcontractors and new and/or replacement of key personnel positions
- 5.4. The Contractor must use disposal containers that are based on the volume of materials being disposed of. An example would be to use a single five-gallon drum to dispose of a can(s) of paint, where applicable
- 5.5. The Contractor must accept pre-determined hazardous materials produced from a recurring process at the same site with evidence of prior analysis of the dangerous material, provided the composition or properties of the material have not changed; no sample re-testing shall be required
- 5.6. The Contractor has the right to analyze any hazardous material tendered by the City and assumes full responsibility to collect, handle, and analyze the material at its own expense and shall adhere to all applicable legal laws and regulations

6. SERVICE LEVELS

- 6.1. The Contractor must have a qualified person at the requested non-emergency or routine location site within two (2) working days from the initial service. The request must be from an authorized City representative for non-emergency and/or routine services for non-profiled waste materials
- 6.2. The Contractor must ensure a technical representative is available to respond to the City within a two (2) hour response time
- 6.3. The Contractor must provide information on the status of all emergency and non-emergency orders
- 6.4. The Contractor must provide technical data and information related to Contractor services
- 6.5. The Contractor must coordinate schedules and services with the City site representative
- 6.6. The Contractor must coordinate and provide documentation for tracking and project closure

7. WASTE MANAGEMENT PREFERENCES

- 7.1. The City's disposal is, in order of preference:
 - Reuse
 - Recycling
 - Energy recovery
 - Treatment
 - Incineration
 - Landfill

Materials must be recycled whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. The City desires to recycle, process, treat, minimize, and consolidate as much waste as possible before landfill disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

8. NON-CONFORMING WASTE MATERIAL

The City understands that the Contractor is relying on the description of the waste materials provided by the City staff or consultants. Waste materials must be considered non-conforming only if:

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- It is not substantially in accordance with the analyses, descriptions, specifications, or limitations provided
- It has constituents or characteristics, not explicitly identified, which materially increase the nature or extent of a risk, including but not limited to: fire, explosion, chemical reaction, during handling, storage, packaging, transportation, off-loading, recycling and disposal of the hazardous material/waste
- In the event the Contractor determines the hazardous material/waste provided by the City of Glendale is not in conformity as defined above, the Contractor must immediately notify the City of Glendale. The parties shall arrange for the satisfactory disposition of such waste material upon mutually agreeable terms and conditions. The Contractor must care for hazardous material until alternate arrangement(s) can be made (to be determined as soon as reasonably possible or within seventy-two (72) hours)
- In each case where the Contractor is responsible for waste sampling, analysis, or profiling, the Contractor shall be responsible for any additional costs, including but not limited to sampling, analysis, handling, packaging, storing, and disposing of the waste due to errors or inadequacies.

9. QUANTITIES

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.

10. BRAND NAME OR EQUIVALENT

Several products have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Instead, it is to set the standard of quality, design, performance, and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design, and performance will be considered if sufficient evidence and information is given to establish it as equivalent, and the City determines the product to be comparable to the brand name and specifications

11. DELIVERY

- Delivery Time
- All deliveries shall be FOB Destination to **ENTER DELIVERY ADDRESS**

12. OTHER REQUIREMENTS

A. Term. The term of the resultant contract shall be for a one (1) year initial term.

B. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

- 1. RETURN OF OFFER The Offeror shall submit the Response Workbook electronically in Vendor Self Service (VSS)**

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Offeror is required to register in VSS prior to submitting a proposal if they have not already registered. You can register at:

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Please see Guide to Register as a new vendor, if needed:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s

(This is a PDF document. "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. BID OPENING

A bid opening meeting will be held **on date and time as specified on page 1 of this bid.** Attendance is not required. Copies of the solicitation will NOT be available.

The amount of each bid, and such other relevant information along with the amount bid and the name of each bidder shall be provided.

3. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **December 13, 2018, 1:30 PM, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A, Glendale, AZ 85301.** Attendance is not required. Copies of the solicitation will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

4. PREPARATION OF BID PACKAGE

The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- a. BIDDER SHEET
- b. PRICING WORKBOOK
- c. ADDENDUM, Return all addenda (if applicable).

5. NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS

The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Offerors

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submitting a Bid with any member of the City Council, IFB Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later. Violation of this provision will cause the proposal or offer of the Bidder to be found in violation and to be rejected.

6. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

7. QUESTIONS AND INQUIRIES

Any question related to the Invitation to Bid shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document.** Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

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8. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the bidder deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

9. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

10. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

11. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

12. NO CONSIDERATIONS

The Contractor 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, meal or service to a public servant in connection with the submitted offer.

13. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

14. KEY PERSONNEL

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If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

15. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

16. OFFICIAL TIME CLOCK

The official time clock used is the time stamp of the online submission.

17. DEFINITIONS For purposes of this Invitation to Bid and Resultant contract, the following definitions apply:

- a. **"City"** means the municipal corporation of the City of Glendale, Arizona
- b. **"Contract"** means the agreement for the procurement of goods, services and work.
- c. **"Contractor"** means an Offeror responding to a Invitation to Bid who has been awarded a Contract with the City.
- d. **"Invitation for Bid"** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.
- e. **"Offer"** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- f. **"Offeror"** means the business, entity or person who submits an Offer in response to a competitive solicitation.
- g. **"Public Record"** means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- h. **"Purchase Order"** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.

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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. [Standard Terms and Conditions](#)

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
2. **EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
3. **ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.
4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initialed and dated by the individual signing the offer. No corrections will be permitted after the offers have been opened.
7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
9. **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 bid and/or

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performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
11. **SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor.
12. **SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal,

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State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
16. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
17. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
18. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
19. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
20. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) 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 deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
21. **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and

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can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

- 22. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 23. NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.
- 24. FILING A PROTEST** Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:
- Be submitted in writing to the Finance Director no later than:
 - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
 - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
 - Specifically identify the objection to the award;
 - Provide the name, address, telephone number and email address of protestant;
 - Include the identification of the solicitation or contract number;
 - Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
 - Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

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25. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
26. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
27. **ADDENDA** Any change to the solicitation will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the solicitation. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the solicitation. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
28. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
29. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
30. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the solicitation title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.
31. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
32. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
33. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this IFB. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

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- 34. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.
- 35. PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.
- PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.
- If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.
- 36. FUND APPROPRIATION CONTINGENCY** The Contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 37. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 38. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 39. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>
- 40. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized"

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business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

- 41. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor’s warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 42. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- Establishing and maintaining records and documentation
 - Monitoring the contractor’s performance
 - Handling issues and disputes
 - Exercising extension options
 - Initiating contract modifications
 - Initiating rebids or new solicitations
- 43. FORCE MAJEURE**
- 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”

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means an occurrence that is beyond the control of the part 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-interventions-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.

- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. 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
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

44. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

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44.1 Suspension and debarment policy (Sec.2-152. Code)

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
 - Criminal offenses related to contract procurement or performance.
 - Violations of state or federal laws affecting business integrity.
 - Breach of contract or failure to perform.
 - Legal proceedings or investigations impacting responsibility as a contractor.
 - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.

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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) INSURANCE REQUIREMENTS. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR.”*** Such additional insured shall be covered to the full limits of liability purchased by the

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OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

EXHIBIT 4: SAMPLE AGREEMENT

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AGREEMENT FOR

City of Glendale Solicitation No.

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, an _____, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

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- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation. 2 01/28/2025
 - (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
 - (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.
 - d. Sub-contractors.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
- 2. Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
- 3. Contractor's Work.**
- 3
- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
 - 3.2 Licensing. Contractor warrants that:
 - a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
3 01/28/2025

- 3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

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- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties. 4 01/28/2025

5. Billings and Payment.

- 5.1 Applications.
 - a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
 - b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.
- 5.2 Payment.
 - a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
 - b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.
- 5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.
 - a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
 - b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

- 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.
 - a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"): 5 01/28/2025

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and



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- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
 - f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
 - g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract. 6 01/28/2025
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
 - h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.
- 8.2 Sub-contractors.
 - a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
 - b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
 - c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.
- 8.3 Indemnification.
 - a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury

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(including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. 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.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 13.2 Representatives.
- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

c/o
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o

Glendale, Arizona 85301
(623) 930-

With required copy to:

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
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 - c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

- 15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 15.2 Interpretation.
 - a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30)

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calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

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The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

,
an

By:
Its:

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EXHIBIT A

PROJECT

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EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$.

DETAILED PROJECT COMPENSATION

.

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

See Section 4 of this agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$300,000.

DETAILED PROJECT COMPENSATION

See attached pricing sheet.

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Offerors to complete this Response Workbook and submit as their response to this IFB.

BIDDER SHEET (Must be printed, signed and returned upon completion)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

November 4, 2025
Date

Kary Environmental Services Inc
Legal Company Name

George Schweidereick
Printed Name (Authorized Signatory)

Vice President
Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation

georges@karyenvironmental.com
Email Address

641 S Drew Street
Mailing Street Address

(Enter Phone Number)
Phone Number

Mesa, AZ 85210
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

(Enter Contact Name)
Contact Name

(Enter Phone Number)
Phone Number

(Enter Email Address)
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 860694862

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 20105729 Tax Rate: _____ **OR** ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Bidder is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

☒ **Exhibit 1 – Special Notices**

☒ **Exhibit 2 – Standard Terms and Conditions**

☒ **Exhibit 3 – Insurance Requirements**

George Schweidereick
Authorized Signature



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REVISED PRICING WORKBOOK

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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on the Contractor's submitted price proposal will be considered included in the Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Offerors shall specify what Waste Management Method* is used:

R=Recycle, FT=Fuels Treatment, DI=Destructive Incineration, ST=Stabilization, NE=Neutralization, LF=Landfill

Offerors shall specify what Handling Method is used:**

BU=Bulk, LP=Lab Pack, LO=Loose Pack, PA=Palletize, TB=Tub-skid

Item No.	Waste Category	Waste Management Method *	Handling Method **	Est. Annual Qty (in Pounds) (A)	Unit Cost Per Pound (B)	Extended Amount (A X B)
1.	Flammable Solids	<u>FT</u>	<u>LO</u>	1737	<u>\$1.50</u>	<u>\$2,605.50</u>
2.	Flammable Liquids	<u>FT</u>	<u>LO</u>	1680	<u>\$1.40</u>	<u>\$2,352</u>
3.	Bulked Flammable Liquids	<u>FT</u>	<u>BU</u>	1816	<u>\$0.85</u>	<u>\$1,543.60</u>
4.	Oil-based Paint & Related products	<u>FT</u>	<u>LO</u>	6526	<u>\$1.40</u>	<u>\$9,136.40</u>
5.	Poison Solids	<u>LF</u>	<u>LO</u>	481	<u>\$1.45</u>	<u>\$697.45</u>
6.	Poison Liquids	<u>LF</u>	<u>LO</u>	1388	<u>\$1.60</u>	<u>\$2,220.80</u>
7.	Reactives	<u>DI</u>	<u>LO</u>	49	<u>\$8.60</u>	<u>\$421.40</u>
8.	Inorganic Acid	<u>NE/LF</u>	<u>LO</u>	481	<u>\$1.98</u>	<u>\$952.38</u>
9.	Organic Acid	<u>NE/LF/DI</u>	<u>LO</u>	1	<u>\$3.48</u>	<u>\$3.48</u>
10.	Inorganic Base	<u>LF</u>	<u>LO</u>	1277	<u>\$1.80</u>	<u>\$2,298.60</u>
11.	Organic Base	<u>NE/LF/DI</u>	<u>LO</u>	1	<u>\$3.48</u>	<u>\$3.48</u>
12.	Neutral Oxidizer	<u>NE/LF</u>	<u>LO</u>	84	<u>\$5.76</u>	<u>\$483.84</u>
13.	Organic Peroxide	<u>DI</u>	<u>LO</u>	11	<u>\$6.50</u>	<u>\$71.50</u>
14.	Oxidizing Acid	<u>NE/LF</u>	<u>LO</u>	9	<u>\$5.76</u>	<u>\$51.84</u>



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15.	Oxidizing Base	<u>NE/LF</u>	<u>LO</u>	12	<u>\$5.76</u>	<u>\$69.12</u>
16.	Ammonium Nitrate Fertilizers	<u>DI</u>	<u>LO</u>	1	<u>\$5.76</u>	<u>\$5.76</u>
17.	PCB-Containing Paint	<u>DI</u>	<u>LO</u>	1	<u>\$1.40</u>	<u>\$1.40</u>
18.	Corrosive Aerosols	<u>LF</u>	<u>LO</u>	51	<u>\$1.40</u>	<u>\$71.40</u>
19.	Flammable Solids	<u>LF</u>	<u>LO</u>	6	<u>\$1.40</u>	<u>\$8.40</u>
20.	Aerosols	<u>LF</u>	<u>LO</u>	10	<u>\$1.40</u>	<u>\$10.40</u>
21.	Poison Aerosols	<u>LF</u>	<u>LO</u>	1	<u>\$1.90</u>	<u>\$1.90</u>
22.	Antifreeze	<u>R</u>	<u>BU</u>	2542	<u>\$0.60</u>	<u>\$1,525.20</u>
23.	Latex Paint (Recyclable)	<u>R/LF</u>	<u>LO</u>	28933	<u>\$0.55</u>	<u>\$15,913.15</u>
24.	Latex Paint (Non-recyclable)	<u>LF</u>	<u>LO</u>	2000	<u>\$0.55</u>	<u>\$1,100</u>
25.	Lead Acid	<u>R</u>	<u>LO</u>	1137	<u>\$0.20</u>	<u>\$227.40</u>
26.	Batteries (Car and Motorcycle)	<u>R</u>	<u>LO</u>	210	<u>\$0.20</u>	<u>\$42</u>
27.	Motor Oil	<u>R AND FT</u>	<u>BU</u>	4988	<u>\$0.25</u>	<u>\$1,247</u>
28.	Oil filters	<u>R AND FT</u>	<u>LO</u>	10	<u>\$0.50</u>	<u>\$5</u>
29.	Mercury	<u>R</u>	<u>LO</u>	7	<u>\$25</u>	<u>\$175</u>
30.	Mercury containing devices / novelties	<u>R</u>	<u>LO</u>	1	<u>\$20</u>	<u>\$20</u>
31.	Fluorescent Light Tubes (intact)	<u>R</u>	<u>LO</u>	18	<u>\$0.65</u>	<u>\$11.70</u>
32.	Fluorescent Light Tubes (broken)	<u>R</u>	<u>LO</u>	1	<u>\$20</u>	<u>\$20</u>
33.	Compact Fluorescent Lights	<u>R</u>	<u>LO</u>	67	<u>\$0.86</u>	<u>\$58.48</u>
34.	Household Batteries - Alkaline	<u>R/LF</u>	<u>LO</u>	115	<u>\$0.90</u>	<u>\$103.50</u>
35.	Batteries - Lead Acid	<u>R</u>	<u>LO</u>	1137	<u>\$0.20</u>	<u>\$227.40</u>
36.	Batteries - Nickel-Cadmium	<u>R</u>	<u>LO</u>	67	<u>\$1.20</u>	<u>\$80.40</u>
37.	Batteries - Mercury	<u>R</u>	<u>LO</u>	1	<u>\$15</u>	<u>\$15</u>
38.	Batteries - Lithium	<u>R/LF</u>	<u>LO</u>	26	<u>\$9</u>	<u>\$234</u>
39.	Electronic Ballasts	<u>R</u>	<u>LO</u>	1	<u>\$0.50</u>	<u>\$0.50</u>

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40.	Medical Sharps	<u>DI</u>	<u>LO</u>	1	<u>\$2.50</u>	<u>\$2.50</u>
41.	Pharmaceutical Waste	<u>DI</u>	<u>LO</u>	1	<u>\$3.75</u>	<u>\$3.75</u>
42.	Class 9 Non- RCRA Solids	<u>LF</u>	<u>LO</u>	1	<u>\$1.50</u>	<u>\$1.50</u>
43.	Class 9 Non - RCRA Liquids	<u>LF</u>	<u>LO</u>	1	<u>\$1.50</u>	<u>\$1.50</u>
44.	Asbestos	<u>LF</u>	<u>LO</u>	1	<u>\$1.40</u>	<u>\$1.40</u>
45.	Treated Wood	<u>LF</u>	<u>LO</u>	1	<u>\$1.40</u>	<u>\$1.40</u>
46.	Propane Cylinders	<u>FT</u>	<u>LO</u>	161	<u>\$8</u>	<u>\$1,288</u>
47.	Helium Tanks	<u>R</u>	<u>LO</u>	2	<u>\$8</u>	<u>\$16</u>
48.	Oxygen Tanks	<u>R</u>	<u>LO</u>	1	<u>\$21</u>	<u>\$21</u>
49.	Empty Containers	<u>R/LF</u>	<u>PA</u>	116	<u>\$0.25</u>	<u>\$29</u>
50.	Fire Extinguishers	<u>R/LF</u>	<u>LO</u>	275	<u>\$2.75</u>	<u>\$756.25</u>
TOTAL AMOUNT (Item No.1 through 50)						<u>\$46,138.68</u>

LABOR RATES				
51.	Labor Rate	Technician	Per Hour	<u>\$52</u>
52.	Labor Rate	Supervisor	Per Hour	<u>\$60</u>

3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. TAX AMOUNT Do not include any use tax or federal tax in your proposal.



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HOUSEHOLD HAZARDOUS WASTE SERVICES
REVISED PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

OFFEROR NAME: Kary Environmental Services Inc

C

**AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE
City of Glendale Solicitation No. IFB 26-10**

This Agreement for Household Hazardous Waste ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Clean Harbors Environmental Services, Inc., a Massachusetts Corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2026.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 26-10 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. 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.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:
Clean Harbors Environmental Services, Inc.
c/o Antonio Jaramillo
PO Box 9149, 42 Longwater Dr.
Norwell, MA 02061
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Shoalynn Gilliland
5970 W. Brown Street
Glendale, Arizona 85302
(623) 930-2863

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
18. **Cooperative Use of Contract**. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
19. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Clean Harbor Environmental Services, Inc.,
a Massachusetts Corporation

Signed by:

7BF942DC82CC374...
By: Antonio Jaramillo
Its: Vice President

EXHIBIT A
HOUSEHOLD HAZARDOUS WASTE SERVICES
PROJECT

See attached scope of work.



**CITY OF GLENDALE
PROCUREMENT DIVISION
INVITATION FOR BIDS**

SOLICITATION NUMBER: IFB 26-10
ONLINE BID NUMBER: 42600007
TITLE: HOUSEHOLD HAZARDOUS WASTE CONTROL
PUBLISHED DATE: OCTOBER 1, 2025

PRE-OFFER CONFERENCE: OCTOBER 15, 2025, AT 1:00 PM via
Microsoft Teams Need help?
Join the meeting now
Meeting ID: 274 607 837 901 3
Passcode: Mx64oy3G

Dial in by phone
+1 480-500-1194,,754531696# United States, Phoenix
Find a local number
Phone conference ID: 754 531 696#

QUESTIONS DEADLINE: OCTOBER 24, 2025, BY 2:00 PM LOCAL TIME

BID DUE DATE AND TIME: NOVEMBER 4, 2025, BEFORE 2:00 PM LOCAL TIME
NOTE: This is a sealed bidding process requiring bids to be submitted **ONLINE** via the Vendor Self-Service (VSS) system at <https://glendaleazvendors.munisselfservice.com/Vendors/VBids/Default.aspx> before the date/time shown above. The Vendor Self-Service system will not accept late bids.

CONTACT: Shoalynn Gilliland, Procurement Officer
623-930-2863
SGilliland@glendaleaz.com

Bids must be submitted electronically to Procurement through Vendor Self-Service System (VSS).

Vendor registration instructions: [Vendor Self-Service - Vendor Registration Guide](#)

Bids shall be opened for public viewing via virtual meeting:
Microsoft Teams Need help?
Join the meeting now
Meeting ID: 244 363 076 934 1
Passcode: Ky2U8gH2

Dial in by phone
+1 480-500-1194,,496440122# United States, Phoenix
Find a local number

Phone conference ID: 496 440 122#

The name of each bidder, and the bid price shall be recorded on a bid record. The name of the required witness shall also be recorded.

*For vendor convenience we have identified the commodity codes used in this solicitation on this page. (A Commodity Code is a universal classification for identifying commodities and services in procurement systems). **The commodity code(s) used in this solicitation are: 92645, 22020, 54847, 92551***

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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1. INTRODUCTION

The City of Glendale, Arizona, Solid Waste Division is requesting bids from qualified vendors to provide services for the collection and disposal of City residential hazardous waste materials. Services must include assessing, sorting, removing, and safely transporting hazardous materials for proper end disposal. The resulting Agreement shall provide for all materials in this contract. Unit pricing shall be firm, including the cost of freight and all other associated direct or indirect costs, excluding taxes.

2. OBJECTIVES

Many household products contain hazardous ingredients that can be harmful when discarded incorrectly. Improper disposal of these products can pose a threat to human health and pollute the environment. The Contractor for this Scope of Services shall work with City departments to assist in the legal and proper disposal of hazardous waste materials and provide services for the bi-annual Household Hazardous Waste (HHW) Event. The City intends to contract with one or more qualified and experienced contractor(s) to collect and dispose of residential hazardous waste as described herein.

3. GENERAL SPECIFICATIONS

- 3.1.** Follow all local, state, and federal laws and regulations to ensure that all methods of treatment, storage, recycling, or disposal are effective to minimize potential risks to human health or the environment
- 3.2.** The Contractor must include all labor, equipment, materials, tools, supplies, and vehicles necessary to collect and dispose of residential hazardous waste in accordance with all Federal, State, County, and local laws, including, but not limited to:
 - Resource Conservation and Recovery Act (RCRA)
 - Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
 - Hazardous Materials Transport Act
 - Hazardous Materials Management Act (HMMA)
 - Toxic Substances Control Act (TSCA)
 - International Fire Code
 - National Fire Protection Association Standards
 - Emergency Planning and Community Right to Know Act and the regulations promulgated in accordance with these laws
 - Occupational Safety and Health Act (OSHA) and the laws, rules, and regulations promulgated by the Department of Transportation (DOT)
 - Arizona Revised Statutes and the rules promulgated in accordance with the Maricopa County and the City Municipal Code
- 3.3.** The Contractor must be familiar with chemical waste materials, including the completion of hazardous and non-hazardous waste manifests
- 3.4.** The Contractor must furnish experienced labor, tools, equipment, supplies, materials, waste packaging, transportation, technical expertise, oversight, record keeping, all incidentals, and documentation necessary to legally load, remove, transport, and dispose of hazardous materials

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- 3.5. Warrant, represent, and possess all required licenses, training, certifications that are required by law for the operation and provision of Contractor's services related to the requirements stated here
- 3.6. The Contractor must secure all materials onto pallets as necessary to ensure proper transport
- 3.7. The Contractor must be able to assess, clean up, package, decontaminate, recycle, remove, treat, store, dispose of, and transport hazardous characteristics materials, and unknown liquids and solids in both emergency and non-emergency situations
- 3.8. The Contractor must be familiar with chemical waste materials, including the completion of hazardous and non-hazardous waste manifests
- 3.9. The Contractor must transport various hazardous waste types from city and non-city sites to regulated Treatment, Storage and Disposal facilities (TSDF) for ultimate disposal, recycling, and/or destruction on an emergency and non-emergency basis that minimizes risks to human health and/or the environment
- 3.10. The Contractor must be able to remove, package, store, recycle, dispose of, and transport hazardous materials in various quantities of varying degrees of hazard and under varying conditions safely and professionally. Conditions may include, but are not limited to, uncollected material on or below the surface of the ground, in or on a body of water, and in containers
- 3.11. The Contractor must be able to collect test samples to analyze the composition of hazardous materials using a State of Arizona-certified laboratory
- 3.12. The Contractor must have the knowledge and expertise to determine the composition and regulatory status of all hazardous category materials and substances for profiling purposes when specifically requested or when unknown waste streams not generated by the City need to be evaluated
- 3.13. The Contractor must work with the City's Field Operations department and any sub-departments to coordinate schedules for residential pickup
- 3.14. The Contractor must use the safest, environmentally sound, expeditious, and cost-effective method to clean up, package, and decontaminate waste treatment for recycling and disposal in the performance of the Agreement

4. SCOPE OF WORK

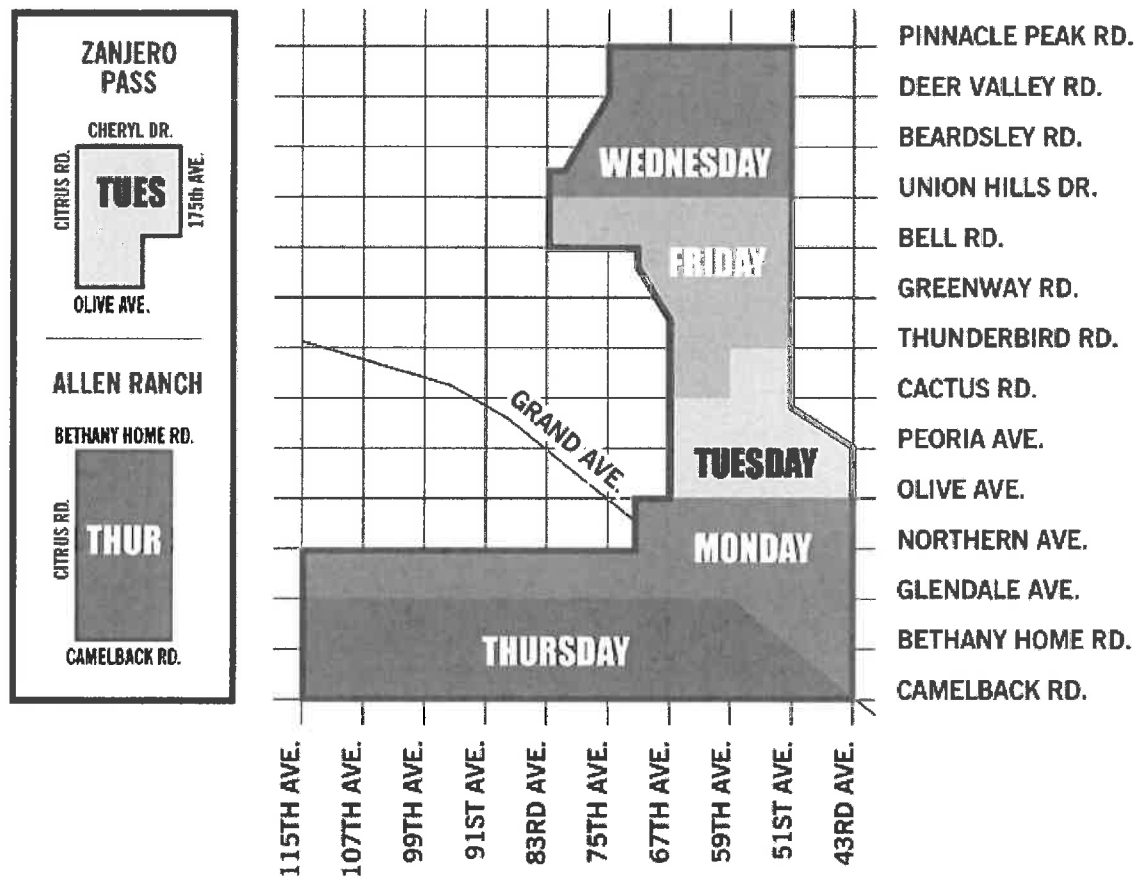
- 4.1. Transport all waste materials to a transfer, disposal, treatment, recycling, or storage facility that has the proper authorizations and permits necessary for the lawful performance of the Contract. This shall include, but is not limited to, landfill, waste incinerator, and recycling plant
- 4.2. Not allow recycling, disposal, or batching with hazardous materials from other generators to be stored at the Contractor's facility longer than thirty (30) calendar days from initial pick-up until ultimate disposition unless approved by an authorized City representative
- 4.3. Annually review and approve all disposal facilities that are proposed for use by the City with the authorized City Representative
- 4.4. Contractor must provide written certification along with all applicable paperwork for the process of recycling/disposal/destruction of all materials that are classified as hazardous waste.
- 4.5. Offer recycling options to the City for all possible items

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4.6. The Contractor must coordinate with the Recycling Division authorized contact to ensure sufficient staffing, equipment, and disposal services during the Household Hazardous Waste events, as necessary to safely and efficiently sort, receive, test, and bulk or aggregate like items for recycling or proper disposal

4.6.1. Event Schedule – Must be held biannually in the spring and fall

4.6.2. Event Area –



4.6.3. Contractor Event Responsibilities-- On the prior day of an HHW event, Contractor shall provide the City via E-Mail the completed HHW spreadsheet information to the City for final approval by the Recycling Foreman or Supervisor.

5. **CONTRACTOR RESPONSIBILITIES**

- 5.1.** The Contractor must provide safety coveralls/Tyvek suits, aprons, goggles, splash shields, gloves, respirators, traffic safety/reflector vests, eye wash hoses, fire extinguishers, first-aid kits, towels, blankets, nitrile gloves, work gloves, 30-mil rubber gloves, cotton liners, rubber overlays (booties), and other appropriate safety equipment
- 5.2.** Review and update hazardous material or waste profiles annually

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- 5.3. Qualify subcontractors and new and/or replacement of key personnel positions
- 5.4. The Contractor must use disposal containers that are based on the volume of materials being disposed of. An example would be to use a single five-gallon drum to dispose of a can(s) of paint, where applicable
- 5.5. The Contractor must accept pre-determined hazardous materials produced from a recurring process at the same site with evidence of prior analysis of the dangerous material, provided the composition or properties of the material have not changed; no sample re-testing shall be required
- 5.6. The Contractor has the right to analyze any hazardous material tendered by the City and assumes full responsibility to collect, handle, and analyze the material at its own expense and shall adhere to all applicable legal laws and regulations

6. **SERVICE LEVELS**

- 6.1. The Contractor must have a qualified person at the requested non-emergency or routine location site within two (2) working days from the initial service. The request must be from an authorized City representative for non-emergency and/or routine services for non-profiled waste materials
- 6.2. The Contractor must ensure a technical representative is available to respond to the City within a two (2) hour response time
- 6.3. The Contractor must provide information on the status of all emergency and non-emergency orders
- 6.4. The Contractor must provide technical data and information related to Contractor services
- 6.5. The Contractor must coordinate schedules and services with the City site representative
- 6.6. The Contractor must coordinate and provide documentation for tracking and project closure

7. **WASTE MANAGEMENT PREFERENCES**

- 7.1. The City's disposal is, in order of preference:
 - Reuse
 - Recycling
 - Energy recovery
 - Treatment
 - Incineration
 - Landfill

Materials must be recycled whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. The City desires to recycle, process, treat, minimize, and consolidate as much waste as possible before landfill disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

8. **NON-CONFORMING WASTE MATERIAL**

The City understands that the Contractor is relying on the description of the waste materials provided by the City staff or consultants. Waste materials must be considered non-conforming only if:

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- It is not substantially in accordance with the analyses, descriptions, specifications, or limitations provided
- It has constituents or characteristics, not explicitly identified, which materially increase the nature or extent of a risk, including but not limited to: fire, explosion, chemical reaction, during handling, storage, packaging, transportation, off-loading, recycling and disposal of the hazardous material/waste
- In the event the Contractor determines the hazardous material/waste provided by the City of Glendale is not in conformity as defined above, the Contractor must immediately notify the City of Glendale. The parties shall arrange for the satisfactory disposition of such waste material upon mutually agreeable terms and conditions. The Contractor must care for hazardous material until alternate arrangement(s) can be made (to be determined as soon as reasonably possible or within seventy-two (72) hours)
- In each case where the Contractor is responsible for waste sampling, analysis, or profiling, the Contractor shall be responsible for any additional costs, including but not limited to sampling, analysis, handling, packaging, storing, and disposing of the waste due to errors or inadequacies.

9. QUANTITIES

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.

10. BRAND NAME OR EQUIVALENT

Several products have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Instead, it is to set the standard of quality, design, performance, and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design, and performance will be considered if sufficient evidence and information is given to establish it as equivalent, and the City determines the product to be comparable to the brand name and specifications

11. DELIVERY

- Delivery Time
- All deliveries shall be FOB Destination to ENTER DELIVERY ADDRESS

12. OTHER REQUIREMENTS

- A. Term. The term of the resultant contract shall be for a one (1) year initial term.
- B. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

- 1. RETURN OF OFFER The Offeror shall submit the Response Workbook electronically in Vendor Self Service (VSS)**

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Offeror is required to register in VSS prior to submitting a proposal if they have not already registered. You can register at:

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Please see Guide to Register as a new vendor, if needed:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s

(This is a PDF document. "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. **BID OPENING**

A bid opening meeting will be held **on date and time as specified on page 1 of this bid.** Attendance is not required. Copies of the solicitation will NOT be available.

The amount of each bid, and such other relevant information along with the amount bid and the name of each bidder shall be provided.

3. **PRE-OFFER CONFERENCE**

A Pre-Offer meeting will be held on **December 13, 2018, 1:30 PM, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A, Glendale, AZ 85301.** Attendance is not required. Copies of the solicitation will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

4. **PREPARATION OF BID PACKAGE**

The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- a. BIDDER SHEET
- b. PRICING WORKBOOK
- c. ADDENDUM, Return all addenda (if applicable).

5. **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS**

The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Offerors

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submitting a Bid with any member of the City Council, IFB Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later. Violation of this provision will cause the proposal or offer of the Bidder to be found in violation and to be rejected.

6. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

7. QUESTIONS AND INQUIRIES

Any question related to the Invitation to Bid shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document.** Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

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8. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the bidder deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

9. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

10. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

11. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

12. NO CONSIDERATIONS

The Contractor 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, meal or service to a public servant in connection with the submitted offer.

13. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

14. KEY PERSONNEL

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If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

15. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

16. OFFICIAL TIME CLOCK

The official time clock used is the time stamp of the online submission.

17. DEFINITIONS For purposes of this Invitation to Bid and Resultant contract, the following definitions apply:

- a. "**City**" means the municipal corporation of the City of Glendale, Arizona
- b. "**Contract**" means the agreement for the procurement of goods, services and work.
- c. "**Contractor**" means an Offeror responding to a Invitation to Bid who has been awarded a Contract with the City.
- d. "**Invitation for Bid**" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.
- e. "**Offer**" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- f. "**Offeror**" means the business, entity or person who submits an Offer in response to a competitive solicitation.
- g. "**Public Record**" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- h. "**Purchase Order**" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.

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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. Standard Terms and Conditions

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
2. **EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
3. **ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.
4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initialed and dated by the individual signing the offer. No corrections will be permitted after the offers have been opened.
7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
9. **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 bid and/or

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performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
11. **SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor.
12. **SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal,

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State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. **RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
16. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
17. **REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
18. **DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
19. **ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
20. **CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) 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 deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
21. **PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and

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can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

22. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
23. **NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted here and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.
24. **FILING A PROTEST** Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:
 - Be submitted in writing to the Finance Director no later than:
 - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
 - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
 - Specifically identify the objection to the award;
 - Provide the name, address, telephone number and email address of protestant;
 - Include the identification of the solicitation or contract number;
 - Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
 - Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

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25. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
26. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
27. **ADDENDA** Any change to the solicitation will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the solicitation. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the solicitation. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
28. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
29. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
30. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the solicitation title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.
31. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
32. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
33. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this IFB. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

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34. VENDOR PERFORMANCE Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.

35. PERFORMANCE SURETY REQUIREMENTS The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

36. FUND APPROPRIATION CONTINGENCY The Contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

37. NOTIFICATION OF AWARD The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

38. NON-EXCLUSIVITY The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

39. COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

40. PROHIBITIONS - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized"

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business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

- 41. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 42. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
 - b. Monitoring the contractor's performance
 - c. Handling issues and disputes
 - d. Exercising extension options
 - e. Initiating contract modifications
 - f. Initiating rebids or new solicitations
- 43. FORCE MAJEURE**
- a. 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"

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means an occurrence that is beyond the control of the part 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-interventions-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.

- b. Force majeure shall not include the following circumstances:
- i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. 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
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

44. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

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44.1 Suspension and debarment policy (Sec.2-152. Code)

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
 - Criminal offenses related to contract procurement or performance.
 - Violations of state or federal laws affecting business integrity.
 - Breach of contract or failure to perform.
 - Legal proceedings or investigations impacting responsibility as a contractor.
 - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.

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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) INSURANCE REQUIREMENTS. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*”** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: **“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR.”** Such additional insured shall be covered to the full limits of liability purchased by the

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OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

EXHIBIT 4: SAMPLE AGREEMENT

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AGREEMENT FOR

City of Glendale Solicitation No.

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, an _____, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

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- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation. 2 01/28/2025
 - (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
 - (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.
 - d. Sub-contractors.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.
3. **Contractor's Work.**
 - 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
 - 3.2 Licensing. Contractor warrants that:
 - a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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- 3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

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- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties. 4 01/28/2025

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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- 6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
 - If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
- 8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"): 5 01/28/2025
- Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
 - General Liability.
 - Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - These limits may be met through a combination of primary and excess liability coverage.
 - Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
 - Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
 - Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - Cancellation or termination of Contractor or Sub-contractor's Policies;
 - Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

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- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
 - f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
 - g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract. 6 01/28/2025
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
 - h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.
- 8.2 Sub-contractors.
 - a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
 - b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
 - c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.
- 8.3 Indemnification.
 - a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury

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(including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. 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.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

- 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 13.2 Representatives.
- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

c/o
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o

Glendale, Arizona 85301
(623) 930-

With required copy to:

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
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 - c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

- 15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 15.2 Interpretation.
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30)

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calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

- 16.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
 Exhibit A Project
 Exhibit B Compensation

(Signatures appear on the following page.)

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The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

,
an

By:
Its:

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EXHIBIT A

PROJECT

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EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$.

DETAILED PROJECT COMPENSATION

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per section 4 of this agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$300,000.

DETAILED PROJECT COMPENSATION

See attached price sheet.

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Offerors to complete this Response Workbook and submit as their response to this IFB.

BIDDER SHEET (Must be printed, signed and returned upon completion)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

<u>(04th November 2025)</u>	<u>(Clean Harbors Environmental Services, Inc.)</u>
Date	Legal Company Name
<u>(Jay Cudmore)</u>	<u>(Executive Vice President)</u>
Printed Name (Authorized Signatory)	Job Title
Offeror Certifies it is a (check only one):	☐ Proprietorship ☐ Partnership ☒ Corporation
<u>(ramirez.zayonara@cleanharbors.com)</u>	
	<u>(P.O. Box 9149, 42 Longwater Drive)</u>
Email Address	Mailing Street Address
<u>(480.341.4366)</u>	<u>(Norwell, MA 02061)</u>
Phone Number	City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

<u>(Zayonara Ramirez)</u>	<u>(480.341.4366)</u>	<u>(ramirez.zayonara@cleanharbors.com)</u>
Contact Name	Phone Number	Email Address

FEDERAL TAXPAYER ID NUMBER (Required): (04-2698999)

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 07673660 Tax Rate: 9.2% OR ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Bidder is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

☒ Exhibit 1 – Special Notices ☒ Exhibit 2 – Standard Terms and Conditions
☒ Exhibit 3 – Insurance Requirements

(Print this form and sign here)

Authorized Signature



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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on the Contractor's submitted price proposal will be considered included in the Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Offerors shall specify what Waste Management Method* is used:

R=Recycle, FT=Fuels Treatment, DI=Destructive Incineration, ST=Stabilization, NE=Neutralization, LF=Landfill

Offerors shall specify what Handling Method is used:**

BU=Bulk, LP=Lab Pack, LO=Loose Pack, PA=Palletize, TB=Tub-skid

Item No.	Waste Category	Waste Management Method *	Handling Method **	Est. Annual Qty (in Pounds) (A)	Unit Cost Per Pound (B)	Extended Amount (A X B)
1.	Flammable Solids	<u>DI</u>	<u>LO</u>	1737	<u>\$0.84</u>	<u>\$1,459.08</u>
2.	Flammable Liquids	<u>FT</u>	<u>LO</u>	1680	<u>\$0.98</u>	<u>\$1,648.64</u>
3.	Bulked Flammable Liquids	<u>DI</u>	<u>BU</u>	1816	<u>\$0.47</u>	<u>\$855.54</u>
4.	Oil-based Paint & Related products	<u>DI</u>	<u>LO</u>	6526	<u>\$0.86</u>	<u>\$5,638.46</u>
5.	Poison Solids	<u>DI</u>	<u>LO</u>	481	<u>\$1.32</u>	<u>\$633.00</u>
6.	Poison Liquids	<u>DI</u>	<u>LO</u>	1388	<u>\$1.32</u>	<u>\$1,826.61</u>
7.	Reactives	<u>DI</u>	<u>LP</u>	49	<u>\$2.10</u>	<u>\$102.90</u>
8.	Inorganic Acid	<u>DI</u>	<u>LO</u>	481	<u>\$1.32</u>	<u>\$633.00</u>
9.	Organic Acid	<u>DI</u>	<u>LO</u>	1	<u>\$1.32</u>	<u>\$1.32</u>
10.	Inorganic Base	<u>DI</u>	<u>LO</u>	1277	<u>\$1.32</u>	<u>\$1,680.53</u>
11.	Organic Base	<u>DI</u>	<u>LO</u>	1	<u>\$1.32</u>	<u>\$1.32</u>
12.	Neutral Oxidizer	<u>DI</u>	<u>LO</u>	84	<u>\$1.60</u>	<u>\$134.40</u>
13.	Organic Peroxide	<u>DI</u>	<u>LO</u>	11	<u>\$2.10</u>	<u>\$23.10</u>
14.	Oxidizing Acid	<u>DI</u>	<u>LO</u>	9	<u>\$1.60</u>	<u>\$14.40</u>

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15.	Oxidizing Base	<u>DI</u>	<u>LO</u>	12	<u>\$1.60</u>	<u>\$19.20</u>
16.	Ammonium Nitrate Fertilizers	<u>DI</u>	<u>LO</u>	1	<u>\$2.10</u>	<u>\$2.10</u>
17.	PCB-Containing Paint	<u>DI</u>	<u>LO</u>	1	<u>\$1.29</u>	<u>\$1.29</u>
18.	Corrosive Aerosols	<u>DI</u>	<u>LO</u>	51	<u>\$1.14</u>	<u>\$58.14</u>
19.	Flammable Solids	<u>DI</u>	<u>LO</u>	6	<u>\$1.14</u>	<u>\$6.84</u>
20.	Aerosols	<u>DI</u>	<u>LO</u>	10	<u>\$1.14</u>	<u>\$11.40</u>
21.	Poison Aerosols	<u>DI</u>	<u>LO</u>	1	<u>\$1.14</u>	<u>\$1.14</u>
22.	Antifreeze	<u>R</u>	<u>BU</u>	2542	<u>\$0.44</u>	<u>\$1,129.78</u>
23.	Latex Paint (Recyclable)	<u>LF</u>	<u>LO</u>	28933	<u>\$0.64</u>	<u>\$18,517.12</u>
24.	Latex Paint (Non-recyclable)	<u>LF</u>	<u>LO</u>	2000	<u>\$0.64</u>	<u>\$1,280.00</u>
25.	Lead Acid	<u>R</u>	<u>LO</u>	1137	<u>\$0.31</u>	<u>\$357.15</u>
26.	Batteries (Car and Motorcycle)	<u>R</u>	<u>PA</u>	210	<u>\$0.32</u>	<u>\$66.71</u>
27.	Motor Oil	<u>R</u>	<u>BU</u>	4988	<u>\$0.37</u>	<u>\$1,862.19</u>
28.	Oil filters	<u>R</u>	<u>LO</u>	10	<u>\$0.91</u>	<u>\$9.08</u>
29.	Mercury	<u>R</u>	<u>LP</u>	7	<u>\$53.38</u>	<u>\$373.63</u>
30.	Mercury containing devices / novelties	<u>R</u>	<u>LP</u>	1	<u>\$28.38</u>	<u>\$28.38</u>
31.	Fluorescent Light Tubes (intact)	<u>R</u>	<u>LO</u>	18	<u>\$1.82</u>	<u>\$32.79</u>
32.	Fluorescent Light Tubes (broken)	<u>R</u>	<u>LO</u>	1	<u>\$1.80</u>	<u>\$1.80</u>
33.	Compact Fluorescent Lights	<u>R</u>	<u>LO</u>	67	<u>\$1.53</u>	<u>\$102.29</u>
34.	Household Batteries - Alkaline	<u>R</u>	<u>LO</u>	115	<u>\$0.84</u>	<u>\$96.37</u>
35.	Batteries - Lead Acid	<u>R</u>	<u>PA</u>	1137	<u>\$0.32</u>	<u>\$361.16</u>
36.	Batteries - Nickel-Cadmium	<u>R</u>	<u>LO</u>	67	<u>\$0.56</u>	<u>\$37.65</u>
37.	Batteries - Mercury	<u>R</u>	<u>LO</u>	1	<u>\$27.03</u>	<u>\$27.03</u>
38.	Batteries - Lithium	<u>R</u>	<u>LO</u>	26	<u>\$4.38</u>	<u>\$113.88</u>
39.	Electronic Ballasts	<u>R</u>	<u>LO</u>	1	<u>\$1.00</u>	<u>\$1.00</u>

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40.	Medical Sharps	<u>DI</u>	<u>BU</u>	1	<u>\$5.45</u>	<u>\$5.45</u>
41.	Pharmaceutical Waste	<u>DI</u>	<u>LO</u>	1	<u>\$1.61</u>	<u>\$1.61</u>
42.	Class 9 Non- RCRA Solids	<u>DI</u>	<u>LO</u>	1	<u>\$0.74</u>	<u>\$0.74</u>
43.	Class 9 Non - RCRA Liquids	<u>DI</u>	<u>LO</u>	1	<u>\$0.74</u>	<u>\$0.74</u>
44.	Asbestos	<u>LF</u>	<u>LO</u>	1	<u>\$0.69</u>	<u>\$0.69</u>
45.	Treated Wood	<u>LF</u>	<u>LO</u>	1	<u>\$0.79</u>	<u>\$0.79</u>
46.	Propane Cylinders	<u>R</u>	<u>LO</u>	161	<u>\$1.32</u>	<u>\$212.52</u>
47.	Helium Tanks	<u>DI</u>	<u>LO</u>	2	<u>\$2.73</u>	<u>\$5.47</u>
48.	Oxygen Tanks	<u>DI</u>	<u>LO</u>	1	<u>\$2.73</u>	<u>\$2.73</u>
49.	Empty Containers	<u>R</u>	<u>LO</u>	116	<u>\$2.20</u>	<u>\$255.20</u>
50.	Fire Extinguishers	<u>R</u>	<u>LO</u>	275	<u>\$2.73</u>	<u>\$751.67</u>
TOTAL AMOUNT (Item No.1 through 50)						\$40,388.00

LABOR RATES				
51.	Labor Rate	Technician	Per Hour	<u>\$75.00</u>
52.	Labor Rate	Supervisor	Per Hour	<u>\$85.00</u>

3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES _____ NO X

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) % Net 30 Days

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. TAX AMOUNT Do not include any use tax or federal tax in your proposal.

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OFFEROR NAME: Clean Harbors Environmental Services, Inc.



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH ANDREW'S REFRIGERATION, INC FOR HVAC SERVICE AND REPAIR
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Andrew's Refrigeration, Inc, for HVAC Service and Repair in an amount not to exceed \$100,000 for the entire Agreement; and to authorize the City Manager to renew the agreement, at his discretion, for one additional year period. The initial term of the agreement is effective until November 30, 2026.

Background

The agreement with Andrew's Refrigeration, Inc, will be used for repair, maintenance, installation, and retrofit for HVAC and evaporative cooling equipment for facilities city-wide on as-needed basis.

Andrew's Refrigeration Inc was awarded a bid by Maricopa County as described in the HVAC Service and Repair Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 220125-S was awarded on December 8, 2021, and is effective through November 30, 2026, and includes an option to renew the contract for one additional year, allowing the contract to be extended through November 30, 2027.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of the volume pricing. The Glendale City Code authorizes cooperative purchases when solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

This Agreement will provide repair and maintenance, installation, and retrofit for HVAC and evaporative cooling equipment for facilities city-wide as needed, without interruption of service.

Community Benefit/Public Involvement

Maintenance and repair of the city's HVAC systems for city facilities is necessary for the safety and comfort of employees who work and individuals who visit these public facilities.

Fiscal Impact

Fiscal Year: FY2025-26

Fiscal Year Amount Requested: \$100,000

Budgeted Y/N?: Y

Account: Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2025-26 operating and maintenance budgets for various city departments. Expenditures with Andrew's Refrigeration, Inc. are not to exceed \$100,000 for the entire term of the Agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Linking Agreement Andrew's Refrigeration, Inc

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDREW'S REFRIGERATION, INC.**

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Andrew's Refrigeration, Inc., a Arizona corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 8, 2021, Maricopa County, a member of the Strategic Alliance for Volume Expenditures ("S.A.V.E."), entered into a contract with Contractor to purchase the goods and services described in HVAC Service and Repair, Contract No. 220125-S ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was December 8, 2021, until the date the contract terminates on November 30, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond November 30, 2027. The initial period of this Agreement is the period from the Effective Date of this Agreement until November 30, 2026.
- B. The City may extend the term of this Agreement for one (1) additional year if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. 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.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anna Guerrero
6210 W. Myrtle Ave
Glendale, AZ 85301

and

Andrew's Refrigeration, Inc.
c/o Greg Willmer
5617 E. Hillery Dr.
Scottsdale, AZ 85254
GregW@andrewsaz.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

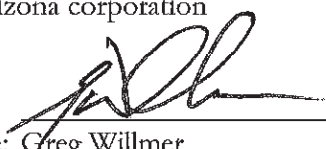
By:

Patrick S. Banger
City Manager

"Contractor"

Andrew's Refrigeration, Inc.,
an Arizona corporation

By:



Name: Greg Willmer
Title: CFO

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDREW'S REFRIGERATION, INC.**

**EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 220125-S
HVAC SERVICE AND REPAIR**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDREW'S REFRIGERATION, INC.**

**EXHIBIT B
Scope of Work**

Contractor will provide Repair, maintenance, installation, and retrofit for HVAC and evaporative cooling equipment for facilities city-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDREW'S REFRIGERATION, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rates as set forth in the Maricopa County Contract No. 220125-S for HVAC Service and Repairs.

SERIAL 220125-S HVAC SERVICE AND REPAIR

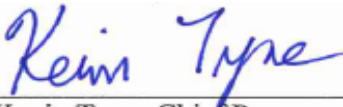
DATE OF LAST REVISION: January 23, 2026 CONTRACT END DATE: November 30, 2026

CONTRACT PERIOD THROUGH NOVEMBER 30, 2024 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HVAC SERVICE AND REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 08, 2021**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

AW/mm
Attach

Copy to: Office of Procurement Services
 Sammi Birchard, FMD
 Brad Koos, FMD
 Ken Burt, FMD
 Sydney Bleiweiss, FMD

(Please remove Serial 15049-S from your contract notebooks)

ANDREW'S REFRIGERATION INC., 5617 E HILLERY DR SCOTTSDALE, AZ 85254

COMPANY NAME:	Andrew's Refrigeration Inc.
DOING BUSINESS AS (dba):	Andrew's Refrigeration Inc.
MAILING ADDRESS:	5617 E Hillery Dr Scottsdale, AZ 85254
REMIT TO ADDRESS:	5617 E Hillery Dr Scottsdale, AZ 85254
TELEPHONE NUMBER:	602-992-9560
FAX NUMBER:	602-992-9570
WWW ADDRESS:	www.andrewsaz.com
REPRESENTATIVE NAME:	Jayson Wagner
REPRESENTATIVE TELEPHONE NUMBER:	602-992-9560
REPRESENTATIVE EMAIL ADDRESS	jayson@andrewsaz.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☒	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☒	☐	

☒ NET 30 DAYS

1.0 LABOR RATES: COMMERCIAL/INDUSTRIAL					
	Item	Qty	Unit of Measure	Price	Notes
1st Call	Regular Business Hours	1	hour	\$85.00	Based on 1 Hr. of Labor
	After Business Hours	1	hour	\$127.50	Based on 1 Hr. of Labor
	Weekends	1	hour	\$127.50	Based on 1 Hr. of Labor
	Holidays	1	hour	\$127.50	Based on 1 Hr. of Labor
2.0 LABOR RATES: RESIDENTIAL					
	Item	Qty	Unit of Measure	Price	Notes
1st Call	Regular Business Hours	1	hour	\$85.00	Based on 1 Hr. of Labor
	After Business Hours	1	hour	\$127.50	Based on 1 Hr. of Labor
	Weekends	1	hour	\$127.50	Based on 1 Hr. of Labor
	Holidays	1	hour	\$127.50	Based on 1 Hr. of Labor

ANDREW'S REFRIGERATION INC

3.0 ADDITIONAL PRICING				
Item	Qty	Unit of Measure	Price	Notes
Parts Materials and Components - Cost Minus Discount	1	percent	%	
Parts Materials and Components - Cost Plus Percentage	1	percent	35%	
Any Services Outside the Scope of Work	1	hour	\$85.00	Based on 1 Hr. Regular Business Hours
Training	1	hour	\$85.00	Based on 1 Hr. Regular Business Hours

4.0 SPECIAL TOOLS AND EQUIPMENT

Machinery/equipment may be rented as additional cost and used indirectly to the HVAC industry for the performance of normal services. Include pricing only for the use and operation of owned or rented special tools and equipment that may be necessary, above and beyond the tools of the trade necessary for the performance of this contract. Additional items may be added to this list at time of bid. Pricing shall include rental/lease/use charge plus an administrative mark-up cost not to exceed five percent (5%) and shall also include any operating fees.		
Item	Price	Unit of Measure
Backhoe	\$150.00	per hr.
Jackhammer	\$25.00	per hr.
Concrete cutter	\$25.00	per hr.
Excavator	\$150.00	per hr.
Chain Hoist	\$25.00	per hr.
Crane	\$150.00	per hr.
Scissor Lift	\$150.00	per hr.

PRICING SHEET: NIGP CODE 94155

Terms: NET 30

Vendor Number: VC0000008222

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2024 2026.**

HVAC SERVICE AND REPAIR

1.0 INTENT

- 1.2 The intent of this solicitation is to provide a source for repair, maintenance, installation, and retrofit for heating, ventilation, and air conditioning (HVAC) and evaporative cooling equipment throughout Maricopa County (County) for the Facilities Management Department (FMD). Major retrofits and projects will be requested through the use of quotes from all contractors awarded to this contract, at the time of the project. Contract may be used by the County for residential and commercial/industrial services.
- 1.3 Each bidder shall be ranked, i.e. First Call, Second Call, and Third Call, etc. The contractor of record having the lowest labor rate bid for time and materials service work for normal business hours shall be called first by the requesting department. If the contractor is unable to respond in the requested time parameters, the requesting agency shall proceed to the next lowest bidder.
- 1.4 County's existing contract, Serial #15049-S will be terminated for convenience upon award of this contract.
- 1.5 Respondents to this solicitation shall identify a firm, fixed cost rate for preventive maintenance and fully burdened hourly rates for work within the scope of this contract. Respondents will also respond with an hourly rate for work outside the scope of this contract.
- 1.6 Contractor's primary point of contact for work performed will be the FMD. Other County departments may use this contract, however FMD is not responsible for payments for work performed under the direction of other County departments.
- 1.7 Other governmental entities under agreement with County may have access to services provided hereunder (see also Sections 3.18 and 3.19 below).
- 1.8 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.9 County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF SERVICES

- 2.1 The scope of services of this solicitation includes, but is not limited to repair, maintenance, installation, and retrofit for HVAC and evaporative cooling equipment throughout County for the FMD. Locations of buildings managed by FMD can be found by visiting <https://www.maricopa.gov/2127/Facilities-Management>, "Facilities We Manage".
- 2.2 Contractor shall be responsible for the supply of all labor, supervision, materials, tools, equipment, and all effort necessary for the repairs, maintenance, retrofitting (replacement of like-for-like with the exception of technology or inadequate performance of the unit) for the following residential and commercial/industrial HVAC groups and services, including, but not limited to:
 - 2.2.1 Group 1: Residential, 1.5 ton through 20 ton units:
 - 2.2.1.1 Package air conditioning units

- 2.2.1.2 Air conditioning compressors
 - 2.2.1.2.1 Hermetic
 - 2.2.1.2.2 Semi-hermetic
 - 2.2.1.2.3 Open drive reciprocating
- 2.2.1.3 HVAC/split systems/remote condensing units
- 2.2.1.4 Evaporative coolers
- 2.2.2 Group 2: Commercial/Industrial, 1.5 ton through 250 ton
 - 2.2.2.1 Package air conditioning units
 - 2.2.2.2 Air washers
 - 2.2.2.3 Fan coils & air handlers
 - 2.2.2.4 Gas fired heating systems
 - 2.2.2.5 Chilled water systems
- 2.2.3 Condenser/chilled water pumps
 - 2.2.3.1 Centrifugal
 - 2.2.3.2 Submersible
 - 2.2.3.3 Vertical
 - 2.2.3.4 Turbine
- 2.2.4 Cooling towers
 - 2.2.4.1 Drift eliminators
 - 2.2.4.2 Spray nozzles
 - 2.2.4.3 Float mechanisms
 - 2.2.4.4 Drive motors, shafts, and bearings
 - 2.2.4.5 Fan and fan assemblies
- 2.2.5 Variable Air Volume (VAV) units
- 2.2.6 Associated support components:
 - 2.2.6.1 Distribution piping/plumbing including component parts
- 2.2.7 Electrical components and devices
 - 2.2.7.1 Contactors
 - 2.2.7.2 Standalone thermostats
 - 2.2.7.3 Magnetic starters

- 2.2.7.4 Transmitters
 - 2.2.8 Duct
 - 2.2.8.1 Fabrication, design, and installation
 - 2.2.8.2 Repair
 - 2.2.8.3 Distribution diffusers
 - 2.2.9 Pneumatic controls
 - 2.2.9.1 Repair, replace, calibrations
 - 2.2.9.2 Repairs to the pneumatic system
 - 2.2.10 Air/dirt separator units
 - 2.2.11 Solar thermal systems
 - 2.2.11.1 Solar panel array
 - 2.2.11.2 Pumps
 - 2.2.11.3 Piping/plumbing including component parts
 - 2.2.11.4 Valves and Valve assemblies
 - 2.2.11.5 Glycol makeup
 - 2.2.11.6 Sensors and relays
- 2.3 It is the contractor's responsibility to inform FMD (or other using agency) of any updates to electrical panels; therefore, the contractor shall label and identify all electrical components and shall put the newly updated panel schedule(s) inside the modified electrical panel. The new schedule will be dated (MM/DD/YYYY) and the existing schedule shall remain in the panel behind the new schedule.
- 2.4 DETENTION FACILITIES SERVICES REQUIREMENTS
 - 2.4.1 Contractors may be required to provide services to detention facilities. Contractors should be aware to use caution when servicing a detention facility:
 - 2.4.1.1 Contractor's service vehicle shall be secured and locked whenever a technician is not in a vehicle or accessing materials, tools, and or equipment from a vehicle.
 - 2.4.1.2 Contractor's technicians must, at all times, monitor and account for any and all tools taken into a detention facility.
 - 2.4.1.3 Contractor may be required to provide services in detention facilities in stages rather than in whole due to the nature of the facility. Contractor shall take this into consideration when preparing a quote for detention facility services.

2.5 WORK OUTSIDE THE SCOPE

Work outside the scope includes any work not normally performed in the scope of this solicitation and that can be performed by the prime contractor. If a subcontractor is used, apply mark-up as indicated in Section 2.14 - Allowable Pass-through Costs With Mark-Up Under Time And Materials Work. Work outside the scope includes, but is not limited to, concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation.

2.6 PERFORMANCE REQUIREMENTS

- 2.6.1 Contractor must meet all Federal Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) guidelines in the proper handling and disposal of refrigerant. Contractors failing to properly handle and dispose of refrigerant may be subject to contract termination.
- 2.6.2 All service work performed by contractor shall be to a professional standard, meeting all required city building codes, and susceptible to Facilities Management staff inspection. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the FMD.
- 2.6.3 Unless pre-approved by FMD, all work shall be performed by one service technician. If needed, contractor may dispatch a helper (laborer) to aid the technician. Any additional technicians or helpers needed for a specific job must be pre-approved by the County. The invoice shall be notated with County personnel pre-approval, for example, "extra technician pre-approved by 'person's name'."
- 2.6.4 Contractor shall not make any changes to the equipment specifications, method of fabrication, or other requirements without the express prior written consent of the County. Any proposed changes shall be presented to the assigned County contact prior to the change taking effect (contact information will be provided on purchase orders).
- 2.6.5 Contractor shall utilize only original equipment manufacturer (OEM) parts, as recommended by the equipment manufacturer, for replacement or repair, and use only those materials obtained from and/or recommended by the equipment manufacturer(s) unless pre-approved in writing by the County.
- 2.6.6 Contractor shall coordinate all work schedules with the County before beginning any work which requires a utility outage or outage of equipment. Outages shall be arranged with the County in advance, if possible, and such work shall only be performed during County-approved times. The County must be notified immediately if any equipment is mistakenly taken out of service.

2.7 REPLACEMENT OR OVERHAUL OF EQUIPMENT

- 2.7.1 Equipment that has reached obsolescence or that is in need of replacement or overhaul shall be evaluated by the contractor and a written price estimate shall be presented to the County. The County may or may not approve the work, dependent on budgets and priorities, or may request competitive bids. If approved, existing equipment shall be replaced with new equipment, or, with County approval, shall be overhauled.
- 2.7.2 The County reserves the right to utilize its own sources for the purchase of new equipment or individual components. If the County exercises this right, the contractor may be given the opportunity to install these items.

2.8 CONTRACTOR QUALIFICATIONS

- 2.8.1 Contractor shall have all required licensing necessary to perform the scope of services specified herein, including, but not limited to, those required by the State of Arizona Registrar of Contractors. Proof of such shall be provided at time of bid and shall be maintained throughout the term of this contract.
- 2.8.2 Contractor should be factory authorized or able to perform full maintenance, repairs, installations for all materials and equipment utilized in the performance of this contract for repair, maintenance, installation, and retrofit for HVAC and evaporative cooling equipment.
- 2.8.3 Contractor must meet all Federal EPA and OSHA guidelines (if any) in the proper handling and disposal of special waste or contaminated materials generated by services rendered.
- 2.8.4 Required Experience
 - 2.8.4.1 Contractor shall have a minimum of five years of experience performing the work listed in the Scope of Services. Proof of such must accompany the bid packet.
 - 2.8.4.2 Contractor's firm must be in business HVAC service a minimum five years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of such must accompany the bid packet and will be inspected prior to award.
 - 2.8.4.3 Contractor shall employ a minimum of five technicians qualified to perform all work and to adequately service County facilities. Contractor's technical staff shall have the following qualifications, and proof of such shall accompany the bid packet:
 - 2.8.4.3.1 Have chlorofluorocarbon (CFC) certification
 - 2.8.4.3.2 Be thoroughly trained, with a minimum of five years' experience in the field of air conditioning and heating, including Factory Certified Training

2.9 CONTRACTOR REQUIREMENTS

- 2.9.1 Contractor must maintain a minimum of five adequately stocked service vehicles. Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per the scope of services presented, including those needed for routine HVAC service and repairs, and hot water boiler service and repair. Proof of such must accompany the bid packet and truck fleet may be inspected prior to award.
- 2.9.2 Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements may be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.9.3 Contractor shall submit evidence of ability to provide and maintain, during the entire period of this contract, all labor, supervision, materials, tools, and equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.
 - 2.9.3.1 Contractor shall provide evidence of appropriate labor and supervision by listing personnel and their qualifications in Attachment E – Personnel

Qualifications. Attachment E shall accompany the bid packet and shall be maintained throughout the contract.

- 2.9.3.2 Contractor shall provide evidence of their ability to furnish equipment and personnel by providing, with their bid packet, a listing of major tools, vehicles, equipment using Attachment F – Vehicle and Equipment Listing. Attachment F shall accompany the bid packet and shall be maintained throughout the contract.
- 2.9.4 Contractor shall provide pricing for owned or rented special tools and equipment that may be necessary, above and beyond the tools of the trade necessary for the performance of this contract, on Attachment D – Pricing Sheet.
 - 2.9.4.1 “Tools of the trade” are generally considered to be vehicles, tools, and equipment (e.g., hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the contractor’s business and that should be a part of a qualified contractor’s inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the contractor’s fully-burdened hourly labor rates and are not, under any circumstances, to be separately or directly billed to County under this contract.
 - 2.9.4.2 “Special tools and equipment” are considered to be tools and equipment (e.g., cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a contractor’s inventory, but that are leased/rented to be used when needed for a specific project/job.
- 2.9.5 Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall:
 - 2.9.5.1 Ensure that its employees that are assigned to perform the work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site.
 - 2.9.5.2 Arrange for lease or rental of any special tools and equipment needed to perform the work.
 - 2.9.5.2.1 Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed to County provided that the contractor clearly identifies these items in advance, on Attachment D – Pricing Sheet, as a part of their proposal to perform the work.
 - 2.9.5.2.2 Charges for lease or rental of special tools and equipment with associated mark-up that have not been identified in advance as a part the contractor’s bid on Attachment D – Pricing Sheet may not, under any circumstances, be separately or directly billed to County under this contract, unless prior approval, in writing, has been provided by the County.
 - 2.9.5.3 Ensure that all vehicles, tools, and equipment used in performing the scope of services herein are appropriately licensed, as applicable, are in good operating condition, capable of rendering efficient, economical, and continuous service, and are equipped with necessary and required safety devices in accordance with State and Federal laws. While the County reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the

contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the County shall notify the contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the contractor does not take corrective action within a reasonable time, the County may require the immediate removal and replacement of the deficient equipment at the contractor's expense.

- 2.9.6 Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants.
- 2.9.7 Upon completion of work, the contractor shall clean and remove from the job site all disturbances (e.g., loose dirt, dislocated gravel, removed vegetation, footprints, old asphalt/concrete, etc.), debris, materials, and equipment associated with the work performed. County property shall be restored to the same condition as prior to start of the job.
 - 2.9.7.1 If, upon County inspection, it is found that the contractor failed to adequately clean up the site (meaning to the County's satisfaction) after work has been performed, the County will notify the contractor and the contractor will have 24 hours to clean. Should the contractor fail to clean a site to the County's satisfaction, the County reserves the right to make other arrangements to have the area cleaned, and the cost of such work shall be offset from any monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.9.8 Contractor shall perform all services in such a manner that County property is not damaged.
 - 2.9.8.1 In the event damage occurs to County property or any adjacent property due to any services performed under this contract, the contractor shall immediately notify the County representative about the damages and shall replace or repair the same at no cost to the County within 48 hours of notifying the County, or by a deadline approved by the County.
 - 2.9.8.2 If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.9.9 The contractor shall utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of the County.
- 2.9.10 In the event the work performance of the contractor is unsatisfactory, the contractor will be notified by FMD and be given four hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.
- 2.9.11 Contractor must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, AZ 85003.
- 2.9.12 The County may inspect contractor facilities prior to award and reserves the right to make award based on the condition and quality of contractor facilities and equipment.

- 2.9.13 Contractors bidding on this solicitation may visit worksites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, it may be necessary for a site visit to be scheduled.
- 2.9.14 To avoid the potential transmission of COVID-19 in any County-owned or -leased facilities, prior to entering, or when on any County facility, property, building, or structure, all contractors, their employees, and subcontractors may be required to wear a face mask/face covering. Attendees who do not adhere to County requirements may be prohibited from visiting County site(s) and/or from entering County facilities, properties, buildings, or structures. The County is not responsible for providing face masks or face coverings.
- 2.9.15 All vehicles used by contractor, including personal transportation vehicles, shall be clearly identified with the name of the company on each side of the vehicle. The letters shall be of such size that they are distinguishable at a reasonable distance.
- 2.9.16 All employees of the contractor shall wear a company uniform identified with the company name/logo and consisting of a minimum of one of the following:
- Shirt/blouse
 - Vest
 - Cap
- 2.9.17 Only authorized employees of the contractor are allowed on County work sites. contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor.
- 2.9.18 All work must comply with EPA, OSHA, and any state, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, state, County, and municipal governments pertaining to safety on the job site. If the contractor is found not to be in compliance with Federal, state, County, and/or municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the using agency. Continued non-compliance may result in termination of the contract.
- 2.9.19 Contractor shall be responsible for sourcing all HVAC parts/components/units necessary in the repair/replacement of HVAC systems. Exceptions are if in the best interest of the County, to utilize County's own HVAC commodity contracts to source said supplies.
- 2.9.20 County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.

2.10 HOURS OF SERVICE

- 2.10.1 Contractor shall provide telephone access 24 hours per day, 7 days per week (24/7), 365 days per year, and respond to a call for services within 30 minutes of receipt of a service request received via phone or email.
- 2.10.2 Services shall be available 24/7, 365 days per year.
- 2.10.3 Contractor shall respond on-site to begin work within four hours of receipt of a service request unless arrangements have been made for a later date/time with the County per the work order or notice to proceed.

- 2.10.4 The four hour on-site response time for non-emergency calls shall carry over to the next working day if called into contractor's office after 2:00 p.m. MST. The contractor will be required to begin work by 8:00 a.m. MST the following day.
- 2.10.5 Contractors shall respond to emergency service requests immediately and report on-site to begin work within two hours of an emergency service call request regardless of the day/time of day, weekend, or holiday.
 - 2.10.5.1 Regular hours are between the hours of 6:00 a.m. and 6:00 p.m., MST, Monday through Friday, excluding County holidays.
 - 2.10.5.2 After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.
 - 2.10.5.3 Weekends are anytime on a Saturday or a Sunday.
 - 2.10.5.4 Holidays are County holidays.
 - 2.10.5.5 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. MST, weekdays, except for County holidays.
 - 2.10.5.6 Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.

2.11 BUILDING ACCESS

- 2.11.1 The contractor may be provided access to County facilities at the discretion of FMD. Keys, badges, or access cards will be provided per the following guidelines:
 - 2.11.1.1 contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn in the key set at the end of the day or after completion of duties (as arranged with the County) unless they are issued a permanent key; or
 - 2.11.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or
 - 2.11.1.3 badges or access cards may be provided to contractor employees for access to the job site.
- 2.11.2 Should an employee leave the contractor's workforce, contractor shall immediately notify the County and all keys, badges, and access cards must be returned to the County.
- 2.11.3 The contractor shall notify the County within 24 hours if any keys, badges, or access cards are lost, misplaced, stolen, or otherwise not within the contractor's control.
- 2.11.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.
- 2.11.5 Failure to comply with these requirements may result in the contractor being assessed the cost of replacing keys, badges, or access cards and any associated cost to ensure the security of County facilities including, but not limited to, re-keying the entire building at the expense of the contractor.

2.12 TIME AND MATERIALS WORK AND PROJECT WORK

- 2.12.1 All work shall be completed as Time & Material (T&M) work and/or project work. T&M and project work thresholds shall apply as outlined in the scope of this contract. If the contract is awarded to a single vendor, all work with estimated costs of \$10,000 or more may be performed as T&M work, or at the County's option, may be performed as project work if doing so is more advantageous to the County. Contract award to multiple contractors will result in a call order (first, second, third, etc.) for T&M work. The call order will be determined by respondents lowest average hourly pricing for labor found in the bid responses on Attachment D – Pricing Sheet.
- 2.12.2 Contractor is responsible for confirming the appropriate billing method with the FMD project manager (or other using department) prior to start of work.
- 2.12.3 A request for a price estimate does not imply that work may be billed as a project.
- 2.12.4 Time and Materials Work
 - 2.12.4.1 Cost estimates for work, which will not constitute a firm fixed quote, may be requested from contractors by County project managers. Work with estimated costs below **\$10,000** may be performed either as T&M work or may, at the County's option, be bid among the contractors awarded in the contract.
 - 2.12.4.2 The County reserves the right to adjust the **\$10,000** T&M threshold if such adjustment is deemed to be in the County's best interest.
 - 2.12.4.3 Regardless of value, repairs may be completed under a T&M work designation except when it is deemed in the County's best interest to bid among contractors awarded in the contract.
 - 2.12.4.4 Contractor will price T&M services at the contractor's "most favored customer" pricing/discounts under similar conditions (e.g., order sizes, types, complexities, geographical regions, etc.). Contractors will provide County with a full breakdown estimate of pricing prior to County issuance of a work order/project number.
 - 2.12.4.5 T&M hourly labor rates shall include all wages, indirect costs, overhead, profit, coordination time, general and administrative expenses, and profit. Fractional parts (15 - minute intervals) of an hour shall be payable on a prorated basis.
 - 2.12.4.6 Contractor shall only bill County for actual hours worked. County shall not pay for contractor's travel or mobilization time, lunch breaks, traffic delays, etc. Additionally, contractor shall not bill County for time spent retrieving repair parts and equipment that contractor has failed to have on hand when performing anticipated services per the specifications herein.
 - 2.12.4.7 All T&M work shall only require the County to issue a work order/project number to a contractor as authorization to proceed. The work order/project numbers shall be included on the vendor invoice.
 - 2.12.4.8 Contractor must have availability for 24/7 emergency T&M response.
 - 2.12.4.9 T&M repairs may take place in response to emergency calls.

2.12.5 Project Work

- 2.12.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive," as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed scope of work or shall meet with the County agency, discuss what needs to be done, and present the County with a written quote.
- 2.12.5.2 Project work shall be work that has been planned and has estimated costs **in excess of \$10,000**. The County reserves the right to adjust the **\$10,000** project threshold if deemed in the County's best interest.
- 2.12.5.3 Exceptions to the T&M/project work threshold shall be emergencies that arise and must be dealt with immediately without the time for project quotes.
- 2.12.5.4 County's project quote sheet will contain the following information:
 - 2.12.5.4.1 Contract serial number and name
 - 2.12.5.4.2 Name and address of site
 - 2.12.5.4.3 FMD site number
 - 2.12.5.4.4 Detailed scope of work
 - 2.12.5.4.5 Other information relative to the scope of work
 - 2.12.5.4.6 Project start/finish timeline (optional)
 - 2.12.5.4.7 Check box for "will quote" or "will not quote" the project
 - 2.12.5.4.8 Signature line for both the County and the contractor
- 2.12.5.5 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price, or indication that contractor declines the project with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract, as this is indicative of the contractor's desire not to do business with the County.
- 2.12.5.6 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the contractor, or cost savings to be additional profit for the contractor. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change order requests to a project must be in writing, referencing the contract serial number, and must be approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The contractor who fails to acquire approved change orders in writing runs the risk of incurring these additional costs without payment.
- 2.12.5.7 County may choose to negotiate with the contractor. The responding contractor shall be required to submit all back-up documentation (line item material costs, labor hours with rates, etc.) to the FMD project manager within three business days of a request. This documentation

shall include all subcontractor documentation. If an agreement cannot be reached between the County and the contractor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.

2.12.5.8 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory or optional site meeting may be held to ensure all contractors are aware of important issues regarding the project. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".

2.12.5.9 Contractors will be compensated for additional work requested by the County that is not detailed in the scope of work in a project quote using the labor rates bid by the contractor on the pricing page only if such work has been pre-approved, in writing, by the County. Contractors may not be compensated for additional work performed that has not been pre-approved, in writing, by the County.

2.12.5.10 Upon project completion, contractor will provide County with a closeout package containing documents that County has identified in the in the project bid. Requested documents may include, but are not limited to, warranty letters, product list, operation and maintenance manuals, and a vendor list.

2.13 TIME AND MATERIALS CONSUMABLES

Contractor must provide all equipment, consumable shop supplies (rags, cleaners, solvents, gases, etc.), miscellaneous parts (screws, bolts, nuts, small items, etc.), and tools necessary to perform all required services. Contractor may be allowed a one-time consumable charge of up to \$25 per work order to cover these type of expenses, at the County's discretion. Anything beyond the \$25 limit shall be provided at the contractor's own expense.

2.14 ALLOWABLE PASS-THROUGH COSTS WITH MARK-UP UNDER TIME AND MATERIALS WORK

2.14.1 Authorized costs which are not listed on the pricing page shall be paid for by the contractor and invoiced to the County. Supporting documents for any allowable pass-through cost shall accompany each final invoice. All pass-through supporting documents must be itemized for labor, materials, and taxes. The following fees will be allowed a **five percent** administrative mark-up:

2.14.1.1 Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of repair, maintenance, installation, and retrofit for HVAC and evaporative cooling equipment, and that cannot be performed by the prime contractor (e.g. plumbing, electrical, structural, and rigging, etc.) and that may require specialized licensing and/or certification. Prime contractor shall be responsible for ensuring that subcontractors have all proper documentation as required by the County. Use of subcontractors requires prior written approval from the County.

2.14.1.1.1 Prime contractor shall be responsible for ensuring that subcontractors have all proper documentation as required by the County. Use of subcontractors requires prior written approval from the County.

2.15 ALLOWABLE PASS-THROUGH COSTS WITH NO MARK-UP UNDER TIME AND MATERIALS WORK

- 2.15.1.1 Equipment and tool leases/rentals for unique County requirements: Pricing will be charged at the rate specified in the bidder response on Attachment D – Pricing Sheet (per project or T&M job) with no mark-up.
 - 2.15.1.1.1 Contractors shall receive prior approval from the County, in writing, for tools or equipment rented or charged on a per use basis by contractors while conducting County business.
 - 2.15.1.1.2 Operating costs for rented equipment, which include a condition that equipment only be operated by an employee of the rental company, are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the contractor and invoiced to the County with no mark-up.
- 2.15.1.2 Permits: Any permits related to the performance of County work shall be obtained by the contractor. Permit costs shall be paid by the contractor and invoiced to the County with no mark-up.
- 2.15.1.3 Dump fees: Any dump fees incurred by the contractor related to work performed for the County shall be paid by the contractor and invoiced to the County with no mark-up.

2.16 TRIP CHARGE

- 2.16.1 One-time trip charges of \$50 (one charge per work order) are permitted when T&M work is requested at the following sites only:
 - 2.16.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon, and Saguaro)
 - 2.16.1.2 County offices located in Gila Bend, AZ
 - 2.16.1.3 County offices located in Buckeye, AZ
 - 2.16.1.4 County offices located in Aguila, AZ
- 2.16.2 Only one trip charge may be charged per service call.
- 2.16.3 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the contractor may only bill for a trip charge. The contractor is not authorized to incur nor will the County accept billing for any labor charges.

2.17 ASBESTOS AND HAZARDOUS CONDITIONS ABATEMENT

- 2.17.1 Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.
- 2.17.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos (or other hazardous condition) abatement contractor who must provide County with air quality and disposal certificates. Abatement subcontracting can be coordinated either by the contractor or the County.

2.18 DEAD END CHARGE

If the contractor is unable to locate a County representative familiar with scheduled work or is unable to gain access to the work site, the contractor shall call the County Boiler Room (602-506-3310). A boiler room technician will give the contractors further instruction at the time work is to be performed. If the contractor is delayed or turned away after receiving further instructions from the boiler room technician, a \$50 building access trip charge shall be authorized by the County.

2.19 CANCELLATION COST

2.19.1 Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the contractor and is subject up to a 25 percent reduction of the cost to the County.

2.19.2 If the contractor fails to show up as scheduled without contacting the County to reschedule the work, or cancels without providing 24 hour notice, the contractor may be subject to termination of this contract for default.

2.20 SALVAGE

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from the County. If contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of contractor's salvaged materials is not permitted.

3.0 PURCHASING REQUIREMENTS

3.1 DELIVERY REQUIREMENTS

3.1.1 Delivery shall be F.O.B. Destination Freight Prepaid.

3.1.2 Delivery is desired as soon as possible. Details shall be as stipulated on the purchase order. It shall be the contractor's responsibility to meet the proposed delivery requirements.

3.1.3 Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met.

3.1.4 Failure to communicate to County changes in the order status may result in default proceedings.

3.1.5 Delivery shall be made to the County no later than 3:00 p.m. MST before the fifth calendar day after order is received unless prior arrangements have been made and approved, in writing, by the County.

3.1.6 Exceptions to the delivery schedule will be special-order items that must be identified by the contractor to the County and approved in writing by the County.

3.1.7 County reserves the right to obtain material on the open market in the event vendors fail to make delivery of materials, and will charge any price differential to the vendor.

- 3.1.8 Delivery will be made to the following address during the receiving hours of 7:00 a.m. - 3:00 p.m. MST during normal County business days:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-2501

Warehouse Specialist: 602-506-1935

3.2 SHIPPING TERMS

- 3.2.1 Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid (to include all freight delivery and unloading costs), by the most economical method, to the County's warehouse, or a different location(s) as stipulated on the purchase order, or as agreed upon, in writing, between the contractor and the County. All delivery locations are within Maricopa County.
- 3.2.2 Standard shipping of goods shall arrive within five business days of order placement.
- 3.2.3 Shipping costs totaling less than \$50 should be considered in the contractor's mark-up as bid in response to the contract solicitation. Shipments which contain only County goods, and which cost \$50 or more may be reimbursed to the contractor as a pass-through cost with no mark-up when provided with the invoice back-up documentation.
- 3.2.4 If the County determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost, in writing, to the County as soon as costs are known.
- 3.2.5 The County shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the County shall advise the contractor to proceed.
- 3.2.6 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with, and do not exceed, agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.
- 3.2.7 Contractor is responsible for shipping and handling fees related to returned items when the items have been ordered by the contractor.

3.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract serial number
- 3.3.2 Contractor's name and address
- 3.3.3 Department name and address
- 3.3.4 Department purchase order number

- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

3.4 OPERATING MANUALS

Upon delivery of services, contractor shall provide comprehensive instructional manuals, operational manuals, service manuals, and schematic diagrams, if required by the department.

3.5 INSTALLATION

Contractor shall be responsible to install and present for inspection all services and equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested. Contractor's price shall include delivery and installation of all equipment in complete operating condition.

3.6 TECHNICAL TRAINING TO COUNTY STAFF

- 3.6.1 Contractor may be required to provide technical expertise training in HVAC services. Training requested may be for old or new technology.
- 3.6.2 Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of for training shall be line item priced in the pricing section of the contract. Exceptions: Equipment units purchased under project work shall be specified in the job scope to include training.
- 3.6.3 Training sessions shall be provided upon request by applicable County agencies.
- 3.6.4 Training shall be held at a County facility unless it is deemed necessary for the training to take place at contractor's facility.
- 3.6.5 Technical training shall be performed during regular business hours.
- 3.6.6 Contractor shall provide all training aids (e.g., service manuals, mock-up equipment; etc.).
- 3.6.7 County, under a separate purchase order, may purchase service manuals.

3.7 TESTING

Unless otherwise specified, services and related materials purchased will be inspected by the department to ensure they meet the quality and quantity requirements of the specifications. When applicable and deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests to determine whether the materials conform in all respects to the specifications. In cases where commercial laboratory reports determine that the materials do not meet the specifications, the expense of such analysis shall be borne by the contractor.

3.8 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.9 WARRANTY

3.9.1 All services furnished under this contract shall conform to the requirements of this contract.

3.9.2 Service and/or Repair Warranty

3.9.2.1 The warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.9.2.2 Contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.9.2.3 Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

3.9.3 Project and/or New Installation Warranty

Project and/or new installation warranty shall cover all parts and labor for a period of one year from formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

3.10 FACILITIES

During the course of this contract, the County may provide the contractor and contractor's personnel adequate workspace for consultants and such other related facilities as may be required by contractor to carry out its obligation enumerated herein.

3.11 USAGE REPORT

Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

3.12 BACKGROUND CHECK

Bidders/proposers need to be aware that they may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees. The failure to pass these checks may deem the respondent non-responsible.

3.13 INVOICES AND PAYMENTS

3.13.1 Payment terms will be calculated based on the date a properly completed invoice is received by the County.

3.13.2 Contractors shall provide the County with invoices no later than 14 days after services and delivery of goods are completed and accepted by the County rendered final.

- 3.13.3 Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
 - 3.13.3.1 Company name, address, and contact information
 - 3.13.3.2 County bill-to name and contact/requestor information
 - 3.13.3.3 Building name and building number
 - 3.13.3.4 County purchase order number (if applicable)
 - 3.13.3.5 Contract serial or e-procurement platform agreement number (if applicable)
 - 3.13.3.6 Maximo (FMD) service call number
 - 3.13.3.7 Work order/project number (if applicable)
 - 3.13.3.8 Invoice number and date
 - 3.13.3.9 Payment terms as stated in the agreement (if applicable)
 - 3.13.3.10 Date of service or delivery (for project work: use "completion date")
 - 3.13.3.11 Arrival and completion time (if applicable)
 - 3.13.3.12 Description of purchase (product or services)
 - 3.13.3.13 Labor breakdown: rate per hour x no. of hours by personnel type
 - 3.13.3.14 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted)
 - 3.13.3.15 Extended price
 - 3.13.3.16 Expedited shipping cost (pre-approved by the County)
 - 3.13.3.17 Freight (if applicable)
 - 3.13.3.18 Total amount due with tax amounts separated (Time and Materials work). (On a separate line, must clearly indicate the tax rate being applied).
- 3.13.4 Time and material commodities must be billed as a separate line item on the invoice.
- 3.13.5 Billable Parts Pricing:
 - 3.13.5.1 All parts sold to the County MUST be itemized and priced in one of two formats:
 - 3.13.5.1.1 priced separately as contractor's cost, then cost + percentage price (i.e., \$25.00 [contractor's cost] \$30.00 [cost + percentage]); or
 - 3.13.5.1.2 priced singularly (contractor's cost + percentage, i.e., \$30.00), with a statement at the bottom of invoice that states "The above parts pricing reflects XX percent over cost."
 - 3.13.5.2 County retains the right to refuse to pay for incorrectly invoiced parts until correct invoicing is submitted by the contractor.
- 3.13.6 Invoicing for project work must contain:
 - 3.13.6.1 Contract serial number
 - 3.13.6.2 Purchase order number (if used)

- 3.13.6.3 Terms as bid
- 3.13.6.4 Description of work performed
- 3.13.6.5 Location of job site and FMD site number
- 3.13.6.6 Project cost as quoted
- 3.13.6.7 Applicable construction tax if required (65 percent of retail tax rate)
- 3.13.6.8 Grand total
- 3.13.6.9 The project quote sheet and all change orders shall be attached to the invoice
- 3.13.7 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the contractor.
- 3.13.8 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.
 - 3.13.8.1 FMD questions regarding billing or invoicing should go to FMD accounts payable (FMD-AccountsPayable@mail.maricopa.gov).
- 3.13.9 Payment shall only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form accessible through the County Department of Finance Vendor Registration website at <https://www.maricopa.gov/5169/Vendor-Information>.
- 3.13.10 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.13.11 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.14 **PRICES**

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.
- 3.15 **APPLICABLE TAXES**
 - 3.15.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
 - 3.15.2 The County 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 County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.15.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County 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 Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to ~~the City~~ **a municipality** 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).

3.16 PERFORMANCE

It shall be the contractor's responsibility to meet the proposed performance requirements. The County reserves the right to obtain services on the open market in the event the contractor fails to perform, and any price differential will be charged against the contractor.

3.17 POST AWARD MEETING

Contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the procurement officer of the contract.

3.18 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

3.20 VOLUNTARY EMPLOYEE DISCOUNTS

3.20.1 Contractors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.

3.20.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the contractor and an individual County employee is a matter between the

contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed-price purchasing contract to cover a term of three years.

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of three additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 All prices shall be held firm for the initial term of the contract unless otherwise authorized in writing by the Office of Procurement Services.

4.4.2 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes **of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable** relating to the performance of this contract.

- 4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

4.6.9.4 Environmental/Pollution

Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury,

broad form property damage, personal injury, products and completed operations, environmental and pollution damage, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract.

4.6.9.5 Certificates of Insurance

4.6.9.5.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.9.5.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.9.5.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

4.6.9.5.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County
c/o Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

4.6.9.6 Cancellation and Expiration Notice

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 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, 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 Maricopa County Office of Procurement Services and shall be mailed or hand delivered to ~~160 South 4th Avenue~~ **301 West Jefferson, Suite 700**, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

4.7 FORCE MAJEURE

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or

usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

4.7.2 Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

4.9 AVAILABILITY OF FUNDS

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

4.12 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.13 PURCHASE ORDERS

4.13.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.13.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.14 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.15 STOP WORK ORDER

4.15.1 The procurement 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 calendar 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 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.15.1.1 cancel the stop work order; or

4.15.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.15.2 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

4.16 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

4.17 TERMINATION FOR DEFAULT

4.17.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.17.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.17.1.2 make progress, so as to endanger performance of this contract; or

4.17.1.3 perform any of the other provisions of this contract.

4.17.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.19 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.20 SUBCONTRACTING

4.20.1 Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.20.3 Should the prime contractor require work outside of their own competency and expertise, they may then use a subcontractor to perform such work. Examples would be, but are not limited to concrete cutting, underground detection, asbestos removal, or concrete removal and reinstallation. In these examples, the work is not HVAC in nature, and therefore the subcontractor may perform the services and bill at the prevailing rate for the service. In this case, the subcontractors accepted charges shall be paid by the prime, and invoiced to the County.

4.20.4 Insurance as outlined in this contract shall be a requirement of the subcontractor.

4.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.22 ADDITIONS/DELETIONS OF SERVICES

The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

4.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1 In accordance with section ~~MC1-373~~ **MC1-372** of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

4.27 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

4.28 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

4.29 RELATIONSHIPS

4.29.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf).

4.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2 have not within a three-year period preceding this contract:

4.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract;

- 4.32.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
 - 4.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;
 - 4.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
 - 4.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
 - 4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
 - 4.32.3 Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.
- 4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 4.33.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.
 - 4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor

4.34 CONTRACTOR LICENSE REQUIREMENT

- 4.34.1 Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
- 4.34.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

4.35 INFLUENCE

- 4.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 4.35.2 An attempt to influence includes, but is not limited to:
 - 4.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 4.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.
- 4.35.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.36 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County

proprietary or confidential information to a third-party in preparing a response to this solicitation, it shall require the third-party to acknowledge and comply with this provision.

4.37 CONFIDENTIAL INFORMATION

4.37.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.37.2 Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.37.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

4.38 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.41 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.42 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and contractor's license agreement, if applicable, the terms of this contract shall prevail.

4.43 FORCED LABOR

4.43.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.43.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.43.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

4.43.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.43.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.43.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

4.44 CONTRACT DISPUTES

All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906.



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELONTEC LLC, FOR MOVING AND RELOCATION SERVICES

Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Elontec, L.L.C, to provide moving and relocation services in an amount not to exceed \$500,000 for the entire term of the Agreement; and to authorize the City Manager to renew the agreement, at his discretion, up to four additional years. The initial term of the Agreement is effective until January 31, 2027.

Background

The Agreement with Elontec, L.L.C. will be used for moving and relocation services at various City of Glendale locations on an as-needed basis. Elontec, L.L.C.; was awarded a bid by the State of Arizona as described in the Moving/Relocation Services Contract and staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract CTR080326 was awarded on February 1, 2026, and is effective through January 31, 2027, and includes an option to renew the contract a maximum of four additional years, allowing the contract to be extended through January 31, 2031.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management. Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised, and all Arizona firms have an opportunity to participate.

Analysis

City departments will be able to utilize this contract for moving and relocation of offices and furniture on an as-needed basis.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding.

Fiscal Impact

Fiscal Year: FY2025-26

Fiscal Year Amount Requested: \$500,000

Budgeted Y/N?: Y

Account: Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2025-26 operating and maintenance budgets for various city departments. Expenditures with Elontec, L.L.C. are not to exceed \$500,000 for the entire term of the Agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Linking Agreement with Elontec LLC

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC, L.L.C.**

This Linking Agreement ("Agreement") is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Elontec, L.L.C., an Arizona limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2026, the State of Arizona, a member of the Arizona State Purchasing Cooperative, entered into a contract with Contractor to purchase the goods and services described in the Statewide Moving and Relocation Services, Contract No. CTR080326 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was February 1, 2026, until the date the contract terminates on January 31, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond January 31, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 31, 2027.
 - B. The City may extend the term of this Agreement in the same increments as the Cooperative Agreement, provided that the maximum aggregate of the full term cannot exceed five (5) years. The City will give the Contractor as much notice as practicable after it receives notice that the State is extending the contract that the City is exercising its option to extend this

Agreement. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. 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.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anna Guerrero
6210 W. Myrtle Ave.
Glendale, AZ 85301

and

Elontec, L.L.C.
c/o Allan Curthoys
405 N. 75th Ave., Suite 168
Phoenix, AZ 85043
acurthoys@elontec.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Patrick S. Banger
City Manager

"Contractor"

Elontec, L.L.C.,
an Arizona limited liability company

By: _____

Name: Allan Curthoys
Title: Vice President Sales

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC, L.L.C.**

**EXHIBIT A
STATE OF ARIZONA, CONTRACT NO. CTR080326
STATEWIDE MOVING AND RELOCATION SERVICES**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC, L.L.C.**

**EXHIBIT B
Scope of Work**

In accordance with the terms and conditions of this Agreement and State of Arizona Contract No. CTR080326, Elontec, L.L.C. will provide moving and relocation services at City of Glendale facilities on as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC, L.L.C**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$100,000 annually or \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates set forth in the State of Arizona Contract No. CTR080326.



Request for Proposal
Solicitation No. BPM007213
Statewide Moving and Relocation Services

Arizona Department of Administration
State Procurement Office

Attachment 01 – Offer and Acceptance Form

SUBMISSION OF OFFER: The undersigned hereby offers and agrees to provide Statewide Moving and Relocation Services in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below

Elontec

Allan Curthoys

10/13/2025

Offeror company name

Signature of person authorized to sign Offer

Date

405 N. 75th Ave Ste. #168

Joe Clayton Evecutive Vice President

Address

Printed name and Title

Phoenix, Arizona 85043

Allan Curthoys Vice President

City, State, ZIP

Contact name and Title

☐ By checking this box, Offeror is certifying that it is exempt from the requirements regarding the forced labor of ethnic Uyghurs and boycott of Israel because of one of the following: Contractor is a Sole proprietorship, has fewer than ten (10) employees; or is a non-profit organization.

acurthoys@elontec.com 602-358-4398

Contact email address

Contact phone number

Revised Offers:				
	Date	Signature	Date	Signature
Best and Final Offer:	01/09/26	<i>Allan Curthoys</i>		
	Date	Signature		

CERTIFICATION: By signature in the above, Offeror certifies that it:

- Will not discriminate against any employee or applicant for employment in violation of any Federal anti-discrimination laws, rules, regulations or executive orders, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
- Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
- Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with the A.A.C. R2-7-C310;
- Did not and will not involve collusion or other anti-competitive practices; and
- Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.
- Does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. (Unless exempt)
- Does not participate in the use of forced labor of ethnic Uyghurs as described in A.R.S. § 35-394. (Unless exempt)

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the Materials or Services 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 State.

The Contract shall henceforth be referred to as Contract No. CTR080326

The effective date of the Contract is **February 1, 2026**

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives a purchase order.

State of Arizona Awarded this

21st day of January

2026

Danielle Carley
Danielle Carley
Statewide Procurement Manager
Procurement officer signature



Request for Proposal under A.R.S. § 41-2534 Notice Page

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100
Phoenix, AZ 85007

Solicitation Number:

BPM007213

Description:

Statewide Moving and Relocation Services

Solicitation Due Date and Time:

As indicated in APP

Pre-Offer Conference:

Thursday, October 2, 2025 at 1:00PM (Arizona Time)

Google Meet joining info:

Video call link: <https://meet.google.com/dea-apwj-bpg>

Or dial: (US) +1 818-578-4744 PIN: 850 022 869#

More phone numbers:

<https://tel.meet/dea-apwj-bpg?pin=9294036957590>

Proposals will only be accepted **online** in the “**State’s eProcurement System**”, **Arizona Procurement Portal (APP)**, at <https://app.az.gov> until the “**Bid/Offer Due Date**” indicated in the “**State’s eProcurement System**” for the **Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s eProcurement System to the State’s eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in the “State’s eProcurement System”.

It is the responsibility of the Prospective Offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.



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Statewide Moving and Relocation Services

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100
Phoenix, AZ 85007

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Solicitation Summary
Request for Proposal
Solicitation No. BPM007213
Statewide Moving and Relocation Services

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100
Phoenix, AZ 85007

[Solicitation Summary](#)

1. What is the State Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 *et seq.* is seeking to establish one or more mandatory statewide Contracts, to provide Statewide Moving and Relocation Services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM007213 Solicitation Requirements

- 2.1.1.1. Notice / Cover Page
- 2.1.1.2. Table of Contents
- 2.1.1.3. Solicitation Summary
- 2.1.1.4. Scope of Work
- 2.1.1.5. Special Terms and Conditions
- 2.1.1.6. Addendum A to the Special Terms and Conditions
- 2.1.1.7. Addendum B to the Special Terms and Conditions
- 2.1.1.8. Uniform Terms and Conditions
- 2.1.1.9. Exhibit A - State of Arizona County Map

2.1.2. Attachment: BPM007213 Solicitation Instructions

- 2.1.2.1. Special Instructions to Offerors
- 2.1.2.2. Standard Instructions to Offerors (RFP)

2.1.3. Solicitation Attachments

- 2.1.3.1. BPM007213 Solicitation Attachment 01 - Offer and Acceptance
- 2.1.3.2. BPM007213 Solicitation Attachment 02 - Confidential Information Designation



Solicitation Summary
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- 2.1.3.3. BPM007213 Solicitation Attachment 03 - Conformance Statements and Exceptions Requests
 - 2.1.3.4. BPM007213 Solicitation Attachment 04 - Key Personnel
 - 2.1.3.5. BPM007213 Solicitation Attachment 05 - Organization Profile
 - 2.1.3.6. BPM007213 Solicitation Attachment 06 - Letter of Insurability
 - 2.1.3.7. BPM007213 Solicitation Attachment 07 - Proposed Subcontractors
 - 2.1.3.8. BPM007213 Solicitation Attachment 08 - References
 - 2.1.3.9. BPM007213 Solicitation Attachment 09 - Method of Approach
 - 2.1.3.10. BPM007213 Solicitation Attachment 10 - Experience and Capacity Response
 - 2.1.3.11. BPM007213 Solicitation Attachment 11 - Pricing Document
- 2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.



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State Procurement Office
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[Scope of Work](#)

1. Purpose and Background

- 1.1. The purpose of this Solicitation is to establish one or more “statewide” contracts to satisfy the needs for the State of Arizona, its Agencies, Boards and commissions (State), as well as Participating Members of the State Purchasing Cooperative (Cooperative) to provide Statewide Moving and Relocation Services which in general terms includes moving services as required on an as needed basis to support the reconfigurations and multiple moves within buildings and between buildings on a state wide basis with a variety of government/non-government locations. It is the intent of the State of Arizona to make multiple awards for these services. Services shall be provided throughout the entire state or by region. Please refer to Exhibit A - State of Arizona Regional Map.

2. Scope of Work

2.1. Mandatory Requirements:

- 2.1.1. The Contractor agrees to commit sufficient and reliable resources to perform all required and related services necessary under this Contract within the mutually agreed upon time schedules.
- 2.1.2. The Contractor acknowledges the State has explained the timely completion of the Services and Additional Services under this Contract is of critical importance to the State and Cooperative.
- 2.1.3. Contractor agrees that time is of the essence for completion of the Contractor’s performance.
- 2.1.4. Revisions to the schedule, which are the result of an action or omission of the State or Cooperative, or its employees or agents, shall be agreed to by the Contractor in writing.
- 2.1.5. The Contractor shall be free of unresolved complaints, or suspensions prior to or during the term of this Contract and possess all licenses and certifications shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations.
- 2.1.6. The Contractor shall have the ability to provide moving services twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

2.2. Service Requirements:

- 2.2.1. The Contractor will be responsible for moving and relocation of furniture, equipment, and supplies to include, but are not limited to the following:



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- 2.2.1.1. Stand Alone Office Furniture – wood and metal desks, credenzas, bookcases, file cabinets, and chairs. This includes any disassembly and reassembly required to complete the move.
- 2.2.1.2. Modular Furniture – to include partitions, cubicles, file cabinets, and chairs, and requires the inclusion of breakdown, move and setup of all items.
- 2.2.1.3. Computer Equipment – monitors, keyboards, hard drives, and all related cables. Miscellaneous Equipment – calculators, printers, telephones, etc.
- 2.2.1.4. Vertical and lateral files, lateral track filing systems, and storage cabinets. Lateral track filing may include breakdown and setup. This includes the packing of contents from filing systems, transportation of the files and file systems, and the unpacking of contents back into the file system. It is the Contractor's responsibility to unpack files into their original order within the file system.
- 2.2.1.5. Pictures and Whiteboards – take down and remount.
- 2.2.1.6. Boxes – containing files and miscellaneous items such as office supplies.
- 2.2.1.7. Conference Room Furniture – tables, chairs and whiteboards/work-boards.
- 2.2.1.8. Laboratory Equipment and related furniture.
- 2.2.1.9. Vending Machines, Kitchen/Cafeteria Equipment and appliances - uninstall items from the original location, including complete and safe removal of all cables and waterlines. Transport items to the authorized location and reinstall the items to fully operational conditions without damage to either premises or items. Set in place, level, plug in water lines, etc. using industry standard equipment for the move of large equipment.
- 2.2.1.10. Equipment with freon/refrigerant contained in cooling units.
- 2.2.1.11. Safes - unbolt/uninstall and reinstall if required. The Contractor will provide all necessary labor, tools, equipment and materials to carry out its responsibilities within the time frames set by the State or Cooperative for each move.



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- 2.2.2. The Contractor shall supply all packing materials—including, but not limited to, boxes, labels, and bubble wrap—as required, in accordance with the specifications set forth on the Pricing Document. The State or Cooperative reserves the right to use other contracted sources for breakdown, move, and setup.
- 2.2.3. The Contractor will be responsible for safeguarding and protecting its own work, material, tools and equipment.
- 2.2.4. The Contractor shall, at all times, keep the premises free from excessive accumulation of waste material or rubbish caused by its employees or work, and remove such waste material or rubbish caused by its employees, at no extra cost to the State or Cooperative.
- 2.2.5. The Contractor shall be responsible for packing, safe transportation, and reuse of all existing hardware associated with the disassembly of equipment and furniture.
- 2.2.6. All furnishings, equipment and supplies will be transported in weather tight moving vehicles.
- 2.2.7. The Contractor shall utilize a truck of suitable size and capacity to accommodate the volume and nature of the items to be relocated. The selected vehicle must be adequate to safely transport all goods in a single trip, preventing overloading or the need for multiple trips unless explicitly agreed upon by the State or Cooperative Authorized Representative.
- 2.2.8. The Contractor shall provide necessary protection, padding, and equipment without a charge to the State or Cooperative.
- 2.2.9. The Contractor will verify that the equipment weight will not hinder delivery of the equipment or damage property during transport.
- 2.2.10. The Contractor to verify pathways, elevators and stairwells are adequate to support the relocation of identified items.
- 2.2.11. Contractor is not required to move personal items of employees unless requested by the State's or Co-op's Authorized Representative and shall be included in the cost estimate for the specified move.
- 2.2.12. The Contractor shall possess equipment necessary for the specialized movement of vending machines, e.g., heavy duty four wheeled dolly trucks which can be collapsed to pass through tight spaces. Metal straps capable of securing the machines, hydraulic jacks, and trucks with power lift gates,



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which are large enough to move eight (8) to twelve (12) vending machines at one time.

- 2.2.13. When disassembly and assembly of property is required, the Contractor will furnish appropriate and knowledgeable labor and equipment rated to accomplish the task.
- 2.2.14. The Contractor shall be responsible for coordinating directly with the furniture manufacturer, or their authorized representative, to ensure that all disassembly and reassembly of furniture is performed correctly and in accordance with the manufacturer's specifications and guidelines. The Contractor shall verify that all components are handled properly to avoid damage and ensure proper function upon reinstallation. Any damage or incorrect installation resulting from failure to coordinate or follow manufacturer instructions shall be the Contractor's responsibility to correct at no additional cost to the State or Cooperative.
- 2.2.15. When required, the Contractor is to utilize movers with documented expertise in removing and reinstalling doors and door frames in order to bring equipment through door openings. The Contractor shall ensure equipment is not dropped or damaged.
- 2.2.15.1. Prior to commencing any construction-related work, the Contractor shall contact the State's or Co-op's Authorized Representative, the Agency Maintenance/Facilities Group, the Property Manager, or the Building Owner to coordinate the work. No construction work shall begin without prior notification and any required approvals from the appropriate parties.
- 2.2.16. Any furniture, equipment, and supplies within the responsibility of the Contractor, will be delivered to the destination site in good condition. Any facilities, pathways, equipment, furniture or supplies damaged or lost during the move will be the responsibility of the Contractor, who will:
- 2.2.16.1. Promptly notify State's or Cooperative's Authorized Representative.
- 2.2.16.2. Provide cost estimates to replace or repair all damaged goods.
- 2.2.16.3. The Contractor will be responsible for the cost of repair and those repairs shall be completed prior to time of final acceptance of work. The Contractor will afford the State's or Cooperative's Authorized Representative access to inspecting the work.



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Inspections will take place prior to approval of invoices issued to the State or Cooperative.

- 2.2.17. The Contractor must receive prior approval from State's or Cooperative's Authorized Representative before removal and/or remount of any attached fixtures to ensure that all environmental control issues are in compliance.
- 2.2.18. Any utility connections will be made by licensed contracted vendors and approved by State's or Cooperative's Authorized Representative.
- 2.3. Workforce Requirements:
 - 2.3.1. The Contractor shall arrive at the move site promptly at the scheduled time with all necessary equipment and personnel to complete the Work.
 - 2.3.2. The Contractor will provide a full time experienced Project Manager which will be responsible for all aspects of project management for the move, punch list, and damage claims.
 - 2.3.2.1. The Contractor's Project Manager shall be required to be on site throughout the duration of each move.
 - 2.3.2.2. The Contractor's Project Manager shall have the ability to communicate in written and spoken English.
 - 2.3.2.3. The Contractor's Project Manager and other designated representatives will work closely and collaboratively with the State's or Cooperative's Authorized Representative for each move.
 - 2.3.2.4. The Contractor's Project Manager will provide their 24/7 contact information for use during the move to communicate any emergent issues and changes that may arise.
 - 2.3.3. The Contractor will provide experienced personnel who shall maintain professional conduct while on premises. Personnel will be experienced with large office moves. It is strictly forbidden for Contractor to use day laborers; doing so is the basis for termination of Contract.
 - 2.3.4. The Contractor shall provide an additional contact name and telephone number where the Contractor can be reached twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
 - 2.3.5. The State or Cooperative reserves the right to approve/or reject the Contractor's Project Manager designated to work with the State or



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Cooperative. The State or Cooperative reserves the right to require the removal of any member of the Contractor's moving team from the site.

- 2.3.6. The Contractor's workforce shall be identifiable by uniform, name tags, badges and/or other safeguards for security purposes required by the State or Cooperative.
- 2.3.7. The Contractor shall not sub-contract any part of the move without prior written approval of the State's or Cooperative's Authorized Representative.
- 2.3.8. Security, background clearance checks, and finger printing shall be mandatory for admission to certain State Agencies or Cooperative, which will be specified upon a request for cost estimate from the State's or Cooperative's Authorized Representative.

2.4. Contractor Responsibility:

- 2.4.1. The Contractor shall provide a free onsite evaluation, detailed cost estimate based on the price schedules established in the awarded Contract, documentation of available resources (manpower, vehicles and equipment), move schedule and crew schedule for each relocation effort within 48 hours of initial request.
 - 2.4.1.1. For unusual circumstances that require immediate services, the State or Cooperative reserves the right to request an immediate onsite evaluation and Contractor shall provide a detailed estimated cost, move schedule, and crew schedule for review and approval by the State's or Cooperative's Authorized Representative within 24 hours of request.
 - 2.4.1.2. The Contractor cost estimates are to provide details on how the labor hours and quantities of supplies are calculated.
 - 2.4.1.3. The Contractor is responsible for assessing the shipment size and ensuring the use of an appropriately sized truck to meet the specific requirements of the move, ensuring timely and efficient service.
 - 2.4.1.4. The Contractor's cost estimates shall include all expenses related to dumpsters or trash compactors needed for the removal of trash not generated by the Contractor, if such removal is required.
 - 2.4.1.5. The Contractor shall identify and include in the cost estimate any required disassembly and reassembly, additional labor for moving



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large items up or down stairways, special protections for items being moved, and measures to protect the facilities.

- 2.4.1.6. The Contractor shall verify, prior to the date of service, that all pathways, elevators, and stairwells are adequate to support the relocation of the identified items to ensure timely and efficient service.
- 2.4.1.7. All necessary permits are to be provided by the Contractor, and the cost of such permits, included in the cost estimate.
- 2.4.1.8. Onsite evaluations will be scheduled with as much lead time as possible to provide the Contractor with enough information to develop their detailed cost estimate, move schedule, and crew schedule for the relocation effort. This cost estimate will be used by the State's or Cooperative's Authorized Representative to request Purchase Orders.
- 2.4.1.9. The Contractor is entitled to charge a Flat Rate Round Trip fee for a service call outside of the fifty (50) mile radius from the Contractor's business location to the pick up and or relocation site whichever is outside the fifty mile radius.
 - 2.4.1.9.1. Fifty miles will be determined by the distance shown on Google Maps when entering the Contractor's Office and the move location. A Flat Rate Round Trip Charge shall not apply to any service performed where the move location site is located inside of the designated fifty (50) mile radius within a County in which the Contractor maintains a business location.
 - 2.4.1.9.2. If multiple moves are occurring on the same day and the work sites are in the same geographic area (50 miles out), only one flat rate round trip charge will be paid.
- 2.4.1.10. The Delivery and Pick-Up Fee associated with off-site storage containers shall apply exclusively to the State's or Cooperative's origin and destination locations. Any delivery or pick-up of storage containers to or from the Contractor's own storage facilities shall not incur any additional costs to the State or Cooperative.
- 2.4.1.11. Understanding changing conditions may occur within one (1) week prior to scheduled move, Contractor's Project Manager shall perform an onsite evaluation with the State's or Cooperative's



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Authorized Representative to re-evaluate each move and shall provide an amended detailed estimated cost, move schedule, and crew schedule for review, approval, and to request any amendments to the Purchase Order by the State's or Cooperative's Authorized Representative; except, for unusual circumstances that require immediate moves for the State or Cooperative. In such cases, the State reserves the right for:

- 2.4.1.11.1. The State or Cooperative to request an immediate onsite evaluation or an acceptable alternative for Contractor to provide a cost estimate within 24 hours.
- 2.4.1.11.2. The Contractor shall provide a detailed estimated cost, move schedule, and crew schedule for review and approval by the State's or Cooperative's Authorized Representative within 24 hours.
- 2.4.1.12. The Contractor is to notify the State's or Cooperative's Authorized Representative's prior to any work or support be provided that will exceed the approved cost estimate. The Contractor will not proceed with any work in excess of the original cost estimate without the State's or Cooperative's Authorized Representative's approval to proceed.
- 2.4.1.13. The Contractor is required to provide a detailed accounting of expended supplies and labor hours on their invoice for payment in alignment with the original cost estimate.
- 2.4.1.14. Invoices shall be actual expenditures and may be less than original cost estimate.
- 2.4.2. Actual move dates will be scheduled at a minimum one week from the date of the issuance of a Purchase Order by the State or Cooperative. The State or Cooperative will have its personnel available during the move at both the existing facility and the destination site for supervisory assistance in placing moved items during the move. The State's or Cooperative's Authorized Representative will be the Contractors primary contact and the only person authorized to request moving services. All aspects of the moving service will be coordinated through the State's or Cooperative's Authorized Representative.
 - 2.4.2.1. Upon approval of cost estimate, or receipt of a Purchase Order, the Contractor shall deliver boxes, labels, equipment, plastic bags,



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and packing materials per the State's or Cooperative's Authorized Representative's specified date.

- 2.4.3. The need may arise for the Contractor to schedule work in conjunction with other contractors working onsite at State or Cooperative facilities. The Contractor will cooperate with the State's or Cooperative's Authorized Representative, regarding coordination of the Work and completion of the Work in conjunction with other contractors and various activities.
- 2.4.4. Work begins upon the Contractor reporting into the State's or Cooperative's Authorized Representative, and work ceases when the Contractor checks out with the State's or Cooperative's Authorized Representative.
 - 2.4.4.1. Start and finish times will be computed to the nearest quarter hour.
 - 2.4.4.2. Lunch periods for Contractor personnel are unpaid time. The Contractor will inform the State or Cooperative of the lunch schedule of their workers for documentation of unpaid lunch time.
 - 2.4.4.3. Fuel stops shall be excluded from hourly billing.
- 2.4.5. Additional work required after the initial move shall be authorized by the State's or Cooperative's Authorized Representative prior to work being done.
- 2.4.6. The Contractor shall note and report at initial onsite visit and again prior to actual move, any visible damage, other than normal wear and tear, to any items being moved. All damage noted after the move that is not in the initial report prior to the actual move will be deemed damage caused by the Contractor and the Contractor shall resolve damage issues prior to payment of services. The Contractor shall submit a detailed damage report which will include the following:
 - 2.4.6.1. Contractor's name and contact number
 - 2.4.6.2. State or Cooperative representative that requested the move
 - 2.4.6.3. Date and location of damage review
 - 2.4.6.4. Specify the type of damage and where it is located on the item(s)
 - 2.4.6.5. Name of person noting the damage and the contact information of this person
 - 2.4.6.6. Submit damage report with initial cost estimate to the specified State or Cooperative representative requesting the move. E-mail is the preferred method of submitting the damage report.



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2.4.7. The Contractor shall accept from the State or Cooperative, unused (or like unused) boxes the Contractor provided to the State or Cooperative. The Contractor shall issue the State or Cooperative a credit or refund equal to the amount paid by the State or Cooperative to the Contractor for the unused and/or returned boxes. If the Contractor uses and/or accepts used boxes for reuse later the cost/credit for them needs to be listed in the cost estimate. The Contractor is required to provide a detailed accounting of expended supplies and labor hours on their invoice for payment in alignment with the cost estimate and understands invoices are to be actual expenditures and may be less than original cost estimate.

2.5. Safety Standards Requirements:

2.5.1. The Contractor agrees and warrants that it and its workforce shall comply with applicable OSHA and EPA regulations. Further, all equipment used shall meet all requirements, laws and permitting identified by the State or Cooperative.

2.5.2. The Contractor agrees that compliance with the standards, rules and regulations identified above shall be at the Contractor's cost. Proof of compliance with the above shall be submitted at the State's or Cooperative's request.

2.6. State or Cooperative Responsibility:

2.6.1. Move coordination and packing:

2.6.1.1. The State's or Cooperative's Authorized Representative will coordinate the move between the tenant and the designated Contractor's Project Manager, provide timely responses to Contractor inquiries and requested Purchase Order Amendments, and coordinate access to all locations and pathways in support of the move.

2.6.1.2. The State's or Cooperative's Authorized Representative will ensure tenant representatives are physically at each location site during the move.

2.6.1.3. The State's or Cooperative's Authorized Representative will observe contractor performance and report to the Contractor's Project Manager any issues of compliance with the Contract or adherence to the move plan.

2.6.1.4. The State's or Cooperative's Authorized Representative will provide floor plans, if available.



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- 2.6.1.5. The State or Cooperative may provide packing services dependent upon availability of personnel. This will be determined at initial onsite visit or requested by the State's or Cooperative's Authorized Representative.
- 2.6.1.6. For assemblies that are under warranty, the State's or Cooperative's Authorized Representative will determine who will dis-assemble, move, and re-assemble warrantied items, so as not to void any warranty.
- 2.6.2. Move scheduling:
 - 2.6.2.1. The final move schedules will be determined by the State or Cooperative.
 - 2.6.2.2. The State or Cooperative and the Contractor will jointly establish a detailed flexible work schedule.
 - 2.6.2.3. The State or Cooperative will advise the Contractor of changes as far in advance as possible.
 - 2.6.2.4. There will be no additional fees, costs or penalties to the State or Cooperative as a result of schedule changes.
 - 2.6.2.5. The State or Cooperative may cancel moves within a reasonable period after issuance and at its discretion. If State or Cooperative cancels a move (Order), then State or Cooperative shall:
 - 2.6.2.5.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and
 - 2.6.2.5.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.
 - 2.6.2.6. The Contractor shall not charge or be entitled to charge State or Cooperative for any new costs it incurs after receiving the cancellation notice; State or Cooperative is not liable for any Materials that were produced, shipped, or delivered, or Services



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that were performed before Contractor had acknowledged the corresponding Order.

2.6.2.7. The State or Cooperative shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

2.6.3. Move coordination of computers, peripherals, and associated infrastructure:

2.6.3.1. All building modifications (data cabling, electrical, Audio Visual, construction, and furniture) in an ADOA owned and managed building will be required to open a Tenant Improvement (TI) project and will be managed by an ADOA construction project manager. Contact the Building & Planning Manager at ADOA General Services Division to open a TI request."

2.6.3.2. The State first contact in coordinating a move shall be their designated Engagement Manager from ADOA-ASET, as their single point of contact to co-ordinate the move.

2.6.3.3. The Contractor is not allowed to move any of the AZNET equipment, which includes Cisco switches and Cisco Routers. These items will be moved by AZNET.

2.6.3.4. State Agencies that own their equipment can contract out their own move.

2.6.3.5. For State Agency owned equipment, such as servers, the manufacturer should be used so as not to void any warranty. State Agencies are allowed to move the Uninterruptible Power Supplies (UPS's), if applicable.

2.6.3.6. The State Agency may authorize the Contractor to move computers, monitors, keyboards, mice and phones, provided the Contractor can provide proof of coverage with insurance certification.

2.6.3.7. For small State Agency moves that are provided support by ADOA LAN group, the agency may request help with the move from the ADOA LAN. Contact ASET-EIC IT Infrastructure Manager for further assistance.

2.6.3.8. If the State Agency is moving equipment racks, this should be done by a cabling vendor that ASET-EIC IT Infrastructure Manager could recommend and receive quotes for the move. The



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cabling vendors have the knowledge to properly disassemble and re- assemble these cabinets or equipment racks to Industry and Electrical Standards.

- 2.6.3.9. Equipment racks and cabinets should not be moved to an Eligible Agency Intermediate Distribution Frame (IDF) without proper approval from ADOA-EIC IT (Enterprise Infrastructure Communications), Infrastructure Manager or the property manager if it is a privately owned building.

- 2.6.3.9.1. Note: This would require information from ADOA-ASET. Contact IT Infrastructure Manager for further assistance.

2.6.4. Network Power and Cabling Requirements:

- 2.6.4.1. State Agencies: All power and cabling requirements will be handled by ASET-EIC IT Infrastructure Manager at 602-542-8786. The IT Infrastructure Manager will obtain quotes from contracted vendors and submit quotes to the State Agency for their selection. The IT Infrastructure Manager MUST be called for this process.

2.7. Penalty Guidelines:

- 2.7.1. If during the term of this Contract, the Contractor fails to provide proper protection of State or Cooperative property, including walls, corners, etc., that is reasonable and necessary as determined by the State or Cooperative, and damage ensues, the State or Cooperative will obtain a mutually agreed upon quote for repair or replacement. The State or Cooperative will procure the repair or replacement and credit will be reflected on the final invoice.
- 2.7.2. During the term of this Contract, if the Contractor fails to maintain the premises in a neat and rubbish free condition, and the condition of the work area is NOT acceptable to the State or Cooperative, the State or Cooperative may clean the work area and charge the Contractor for the cost of the work.
- 2.7.3. If during the term of this Contract, the Contractor fails to arrive at the previously agreed upon location at the agreed upon time, and with a full complement of staff and equipment to complete the work required, a penalty may be charged equaling 10% of the charges for that set of work.

2.8. Licensing and Certifications:

- 2.8.1. Contractors shall be licensed with the State of Arizona Corporation Commission



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2.8.2. 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, certification and permit requirements.

2.9. Specific Laws:

2.9.1. The Contractor shall be responsible for ensuring the applied use of the International Code Council family of codes, the Americans with Disabilities Act (ADA), and all other applicable federal, state, and local codes, regulations, and standards enforced within the State of Arizona. The Contractor shall thoroughly review and incorporate all relevant laws, codes, and accessibility requirements during the designing and preparing the proposal documents.

2.10. Usage Report:

2.10.1. The Contractor shall provide the Procurement Officer with an Annual Usage Report detailing all actual expenditures incurred under this Contract. The report shall include a breakdown of expended supplies, labor hours, and any other items or services utilized, and must correspond directly to each line item listed in the Contract's pricing schedule. This report shall reflect actual usage data for the preceding 12-month period and be submitted no later than 30 days after the end of each contract year, or upon request by the Procurement Officer. The format and level of detail shall be subject to Procurement Officer's review and approval.

3. Exhibits

3.1. Exhibit A - State of Arizona County Map



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[Special Terms and Conditions](#)

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:
 - 1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
 - 1.2. Accepted Offer:
 - 1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
 - 1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
 - 1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
 - 1.3. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.
 - 1.4. Arizona Risk and Authorization Management Program (AZRAMP): is used by the Arizona Department of Homeland Security to evaluate Cloud services and Contractors that will transfer, process, or store state data outside of state-managed or controlled networks, and has three levels of control review:
 - 1.4.1. AZRAMP Level 1 Prerequisite: 35 Controls
 - 1.4.2. AZRAMP Level 2 Low Impact: Public Data Classification
 - 1.4.3. AZRAMP Level 3 Moderate Impact: Confidential Data Classification
 - 1.5. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tpt>



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- 1.6. Attachment. Any item that:
- 1.6.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);
 - 1.6.2. Was attached to an Offer when submitted; and
 - 1.6.3. Was included in the Accepted Offer.
- 1.7. Cloud Services: Cloud or Cloud Services means any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) involving the transfer, processing, or storage of state Data outside the control of state-managed and controlled networks.
- 1.8. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.9. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.10. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the I.R.S. under Section 501(c)(3) through 501(c)(6) of the tax code.*
- 1.12. Data Breach: Data Breach is used herein as defined as stated in A.R.S. Title 18, chapter 5, article 4 (Data Security Breaches), or in any relevant state or federal standard, to indicate an unauthorized acquisition of and unauthorized access that materially compromises the security or confidentiality of unencrypted and unredacted computerized personal information maintained as part of a database of personal information regarding multiple individuals.



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1.13. Eligible Agency:

- 1.13.1. If the Special Terms and Conditions indicate that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein.
- 1.13.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.
- 1.13.3. If the Special Terms and Conditions indicate that the Contract is a “cooperative” contract available for use by Co-Op Buyers, then “Eligible Agency” means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.14. Federal Risk and Authorization Management Program (FedRAMP): A federal government program that provides a standardized approach to security assessment, authorization, and continuous monitoring specifically for Cloud products and services relied upon by federal entities that store, process and transmit federal information.

1.15. Instructions to Offerors: The Solicitation Instructions document of the Solicitation.

1.16. NIST: NIST is the National Institute of Standards and Technology. For more information, see <https://www.nist.gov/>.

1.17. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an “Order”: “Purchase order,” “task order,” “service order,” or “job order”.

1.18. State’s eProcurement System: The State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State’s eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.19. State: With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each Eligible Agency or Co-Op Buyer who has issued the Order.



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- 1.20. State Indemnites: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.21. StateRAMP: A non-profit organization that provides a uniform approach to verifying that the cybersecurity of Cloud service providers (CSPs) meets the standards and regulations needed to do business with state and local governments.
- 1.22. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

- 2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
- 2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
- 2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;



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- 2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

- 2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

- 2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

- (1) Special Terms and Conditions;
- (2) Exhibits to the Special Terms and Conditions;
- (3) Uniform Terms and Conditions;
- (4) Scope of Work;
- (5) Exhibits to the Scope of Work;
- (6) Specifications; and
- (7) Any other documents referenced or included in the Solicitation;



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2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror Data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

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- 3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.
- 3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:
- 3.4.1. extension of the term of the Contract within the maximum aggregate term; or
 - 3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.
- In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.
- 3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
- 3.6. Books and Records
- 3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing Data submitted in satisfaction of § 41-2543 for the period specified in the statute.
 - 3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example,



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related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Subcontract

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired.



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Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

- 3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders

- 3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.
- 3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.
- 3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by



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Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

- 3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.
- 3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.
- 3.9.1. If State cancels an Order, then State shall:
- 3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and
- 3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.
- 3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.
- 3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.
- 3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.
- 3.10.1. Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The



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current list of Co-Op Buyers is available on the State Procurement Office website:

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3.10.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

<https://spo.az.gov/suppliers/usage-reporting>.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>.

3.10.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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- 3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.8.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State’s eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State’s eProcurement System and if it does so the rejection will be void.
- 3.10.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.
- 3.11. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State’s eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:
- 3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;



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- 3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;
 - 3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
 - 3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.
- 3.12. Work on State Premises
- 3.12.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
 - 3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].
- 3.13. Transitions
- 3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing



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suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

- 3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

4. Costs and Payments

- 4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.
- 4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the APP Items (F) tab and Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.
- 4.2.1. 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.
- 4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 4.2.3. 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 the difference occurred before it was identified, then Supplier agrees to charge 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.
- 4.3. 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 the State.



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- 4.3.1. 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.
- 4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.
- 4.4. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.
- 4.4.1. Initial Contract prices shall be honored for one year after award of Contract.
- 4.4.2. The State needs sufficient time to make a fair and equitable determination in response to any Contractor requests for price adjustments. As a result, the State requests that the Contractor provide hundred and eighty (180) days advance notice prior to any price adjustment whenever possible, and at a minimum, ninety (90) days advance notice. Requests sent to the State with less than ninety (90) days notice will be denied, unless the Contractor provides proper documentation demonstrating the urgency of the request. The State shall determine whether the price increase is in the best interest of the State.
- 4.4.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 4.4.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.
- 4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions



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requests shall include differences in pricing, begin, and end date of promotion along with the products covered.

- 4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel/travel-information>. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.7. Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

4.8. Invoicing

- 4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

- 4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

- 4.8.2.1. Bill-to name and address;
- 4.8.2.2. Contractor name and contact information;
- 4.8.2.3. Remit-to address;
- 4.8.2.4. Invoice number and date;
- 4.8.2.5. State contract number;
- 4.8.2.6. Order number (APP PO number);
- 4.8.2.7. Material or Service description (itemized);
- 4.8.2.8. Date(s) Services were performed or Materials were delivered;
- 4.8.2.9. Applicable payment terms;
- 4.8.2.10. Quantity delivered or performed;
- 4.8.2.11. Line item unit of measure;
- 4.8.2.12. Item price;
- 4.8.2.13. Extended pricing;
- 4.8.2.14. Receipt for pass-through expenses (if applicable);



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- 4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
- 4.8.2.16. Mailing fees (if applicable); and
- 4.8.2.17. Total invoice amount due.
- 4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:
 - 4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;
 - 4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - 4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.
- 4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
 - 4.8.5.1. The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
 - 4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.
 - 4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.9. Payments

- 4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent



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expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

- 4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.
- 4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.
- 4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.9.5. Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.



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4.9.7. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

4.10. Applicable Taxes

- 4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Assignment and Delegation

- 5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.1.2. In Part. Subject to Special Terms and Conditions sections 3.7 [Subcontract] with respect to subcontracting, Contractor may assign particular rights or



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delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.



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- 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.
- 6.2.3. **Insurance Requirements. Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**
- 6.3. Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:
- 6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- 6.3.3. State may elect to participate in such action at its own expense; and
- 6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties

- 7.1. Warranties and Requirements Related to Information Security. Addendum B: Warranties and Requirements Related to Arizona Information Security Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.



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8. State's Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims

10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Materials

12.1. Applicability. Section 12 applies to the extent the Work is or includes Materials.

12.2. Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3. Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.

12.4. Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).



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- 12.5. Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 12.6. Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.
- 12.7. Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices offered to a significant number of buyers compare to the prices or discounts proposed for the additional products.
- 12.8. Discontinued Products. If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within five (5) business days after receiving the manufacturer's notification. State, at its discretion, may allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract. The resulting change to the Contract will be formalized by Contract Amendment. Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of any discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed



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price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

- 12.9. Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 12.10. Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.
- 12.11. Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within two (2) business days after receiving each Order.
- 12.12. Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically
- 12.12.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
 - 12.12.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
 - 12.12.3. if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
 - 12.12.4. if the Contract is for unrestricted mandatory statewide and cooperative use, then:
 - 12.12.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - 12.12.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,



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12.12.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

12.13. Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions, access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.

12.14. Materials Acceptance. State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe set by the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

12.15. Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

12.15.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

12.15.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.



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12.15.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

12.16. Returns. State may, at its discretion, return for full credit and with no restocking charges, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, at its discretion, either have those billed directly to Contractor, offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract.

12.17. Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.

12.18. Hazardous Materials. Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the United States Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with (to the extent they are Contractor's responsibility under the Contract) the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

13. General Provisions for Services



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- 13.1. Applicability. Article 13 applies to the extent the Work is or includes Services.
- 13.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.
- 13.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.
- 13.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.
- 13.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.
- 13.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 13.7. Requirements at Location of Services



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- 13.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.
- 13.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.
- 13.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.
- 13.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
- 13.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 13.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.
- 13.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future.

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[Addendum A to the Special Terms and Conditions](#)

1. Contractor Insurance Requirements

1.1. 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

1.2. Insurance Requirements:

1.2.1. 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.



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1.2.2. 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.

1.3. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$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.

1.3.2. 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 |
|-------------------------------|-------------|



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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.

1.3.3. Workers' Compensation and Employers' Liability

- | | |
|---------------------------|-------------|
| • Workers' Compensation | Statutory |
| • Employers' Liability | |
| ○ Each Accident | \$1,000,000 |
| ○ Disease – Each Employee | \$1,000,000 |
| ○ Disease – Policy Limit | \$1,000,000 |

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.4. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1. 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).



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1.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5. 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).

1.6. 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.

1.7. Verification of Coverage

1.7.1. 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 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. agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2. 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.

1.7.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project



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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.

1.8. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9. 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.

1.10. 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.



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[Addendum B to the Special Terms and Conditions](#)

**Warranties and Requirements Related to
Arizona Information Security Statewide Policies, Standards, and Procedures**

1. Security Standards

- 1.1. Security of the State's systems and Data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
- 1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: [Information Technology Policies, Standards and Procedures](#). Note that this link is provided for convenience only.
- 1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework

- 2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
- 2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona Data with external, non-State of Arizona entities. The Arizona Risk and Authorization Management Program (AZRAMP) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRAMP risk assessment based upon the Data classification involved as determined by the Data owner and AZDOHS Cyber Command. Failure to successfully complete AZRAMP assessment will be deemed as breach of contract.



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2.3. In the State's sole discretion, the State may also accept current FedRAMP and StateRAMP certifications as evidence that the Contractor has met the State's risk assessment requirements.

2.4. Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements

3.1. Contractor shall comply with all security requirements requested by the State.

3.2. If an Arizona Risk and Authorization Management Program (AZRAMP) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. If the Contractor will be using proprietary infrastructure to host the solution or service that will be handling State Data, Contractor shall complete the appropriate AZRAMP control sheet based on the classification of the State Data involved: AZRAMP Level 2 Low Impact Control Sheet (https://azdohs.gov/sites/default/files/azramp-level-2-low-impact-control-sheet_0.xlsx) for Public State Data; or AZRAMP Level 3 Moderate Impact Control Sheet (https://azdohs.gov/sites/default/files/azramp-level-3-moderate-impact-control-sheet_0.xlsx) for Confidential State Data.

3.2.1.1. If the Contractor will be using solely an environment provided by a Cloud Service Provider (CSP), the Contractor shall notify AZDOHS GRC team, via grc@azdohs.gov, of the CSP they will be using to handle State Data under the Contract.

3.2.2. Contractor shall provide Information Security documentation for the AZRAMP assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for



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release to review submitted SSPs, WISPs, or written IT policies will not be considered.

- 3.2.3.2. Submitted SSPs, WISPs, or written IT policies are deleted and not retained after AZRAMP Authorization is granted.
- 3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.
- 3.2.3.4. Special secure transfer of documents related to this AZRAMP review process may be made by contacting: GRC@AZDOHS.gov to make special arrangements for the transfer of these documents.
- 3.2.4. If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).
- 3.2.5. All contract awards are contingent on the successful completion of the AZRAMP Level 2 Low Impact (Public State Data) or the AZRAMP Level 3 Moderate Impact (Confidential State Data) assessment.
- 3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).
- 3.4. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):
 - 3.5.1. State of Arizona statewide policies, standards and procedures: <https://azdohs.gov/information-technology-it-policies-standards-and-procedures>;



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- 3.5.2. Federal Information Security Modernization Act of 2014 (FISMA):
<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>;
- 3.5.3. OMB Circular A-130:
<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>;
- 3.5.4. National Cyber Strategy of the United States of America:
<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>;
- 3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):
<https://www.hhs.gov/hipaa/index.html>;
- 3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- 3.5.7. Criminal Justice Information Services Security Policy (CJIS):
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>;
- 3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E):
<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-1102015.pdf>;
- 3.5.9. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency:
<https://www.azleg.gov/arsDetail/?title=18>;
- 3.5.10. A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO):
<https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm>
- 3.5.11. A.R.S. §18-551 - Definitions Information Security Including PII:
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- 3.5.12. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions:
<https://www.azleg.gov/ars/18/00552.htm>;
- 3.5.13. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats:
<https://aset.az.gov/node/428>;
- 3.5.14. SIPC Memorandum of Understanding (MOU):
<https://www.sipc.org/about-sipc/>;
- 3.5.15. State Environmental policies: <https://azdeq.gov/LawsAndRules>;
- 3.5.16. Family Education Rights Privacy Act (FERPA):
<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn>;
- 3.5.17. Driver's Privacy Protection Act (DPPA):
<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;
- 3.5.18. Incident Response Reporting program and system:
https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;
- 3.5.19. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules
<https://azlibrary.gov/branches/archives-records-management>; and
- 3.5.20. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org>.



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[Uniform Terms and Conditions 10.5](#)

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
 - 1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3. "Contract" means the combination of the Solicitation, including the 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.
 - 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5. "Contractor" means any person who has a Contract with the State.
 - 1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7. "Days" means calendar days unless otherwise specified.
 - 1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9. "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.
 - 1.10. "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.



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- 1.11. "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.
- 1.12. "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.
- 1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.15. "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 Materials or any Services required for the performance of the Contract.
- 1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then



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2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document 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 any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All 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 Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 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 as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own



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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, stated in the Contract, or listed on the State's eProcurement system. 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. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
- 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work



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product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

- 3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and



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- 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials 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.
- 3.11. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the contractor.
- 3.12. 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.
- 3.13. Offshore Performance of Work involving Data is 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 Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment,



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maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.

3.16. Certifications Required by State Law.

3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.

3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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 Materials 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, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. 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.



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4.4.3. 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.

4.4.4. I.R.S. 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.

4.5. 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.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;

4.6.2. Cancel the Contract; or

4.6.3. 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 Services or Materials, the revision of payment terms, or the substitution of Services 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 as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the



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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 Materials 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). 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 Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.



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- 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 paragraph shall not apply.
- 6.4. Force Majeure.
- 6.4.1. Except for payment of sums due, neither the Contractor nor State 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, 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, Materials, or Services 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.



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6.4.3. If either the Contractor or State 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 the Special Terms and Conditions, the Contractor warrants that, for one (1) 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.



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7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice



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to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1. Identification of response personnel by name;
 - 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.



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7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.



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7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

- 7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 7.15.2. 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.
- 7.15.3. 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



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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 with 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 (3) 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



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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 or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

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.



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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 (A.R.S. Title 41).

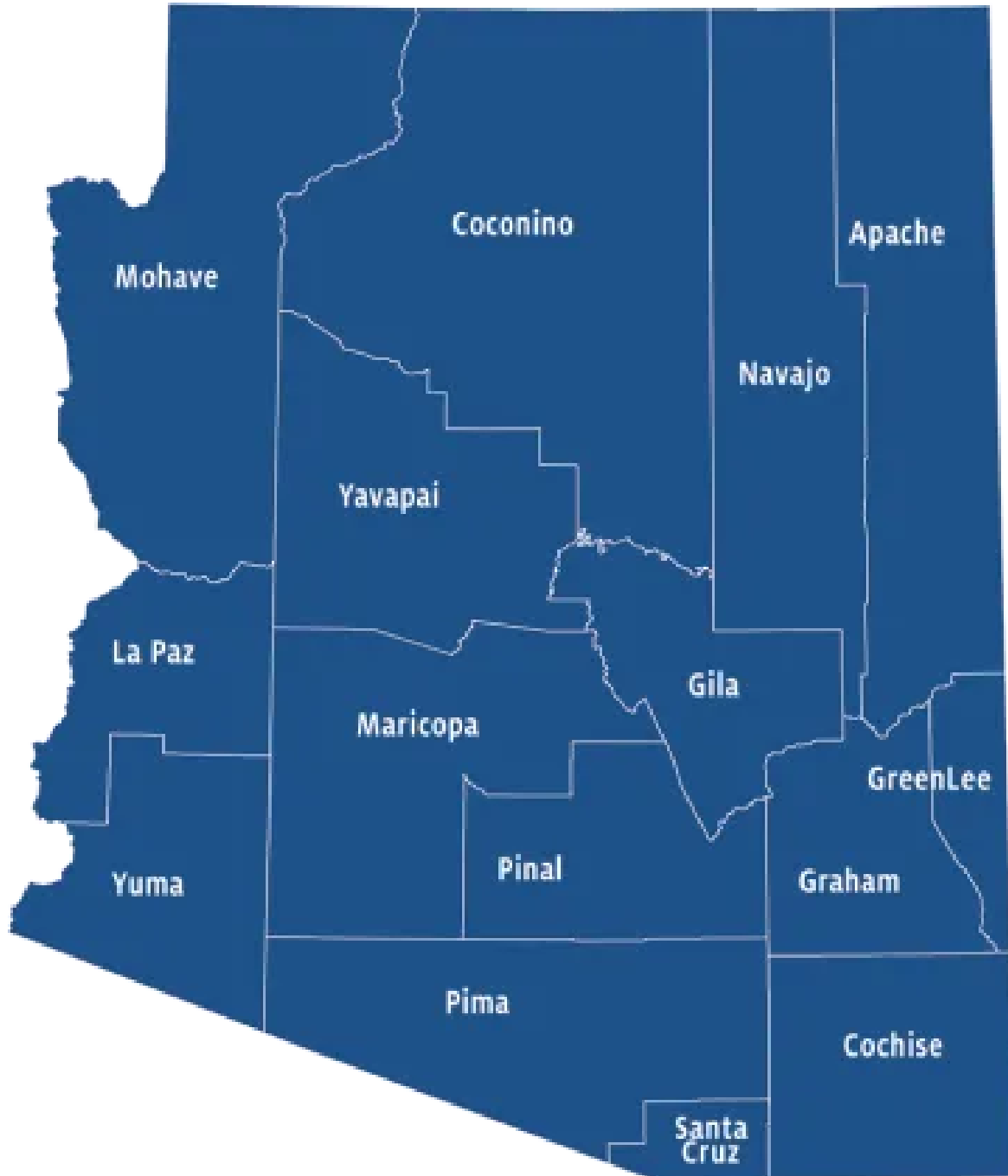


Exhibit A
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[Exhibit A](#)

State of Arizona County Map





CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT 6 TO THE AGREEMENT FOR ENTERPRISE ASSET MANAGEMENT SOLUTION (EAMS)

Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. 6 to the agreement with CentralSquare Technologies, LLC (Contract No. C18-0605) to increase the compensation by \$700,000 for a new not to exceed amount of \$2,236,185. All other terms and conditions of the contract remain the same.

Background

In 2018, the City issued RFP 18-19 for an Enterprise Asset Management System. After reviewing the proposals and demonstrations, Lucity Inc., now known as TriTech Software Systems, a subsidiary of CentralSquare Technologies LLC, was recommended by the RFP evaluation panel as the most responsible and responsive bidder based on the requirements and criteria set forth in the RFP. On June 29, 2018, the City awarded the contract to Lucity, Inc. Agreement No. C18-0605.

Analysis

The EAMS provides a functional asset management solution in the areas of work management, asset management, GIS mobile solutions, and reporting. The solution is used by multiple departments.

Previous Related Council Action

On June 29, 2018, Council authorized the City Manager to enter into an Agreement (Contract No. C18-0605) with Lucity, Inc., now known as TriTech Software Solutions, for Enterprise Asset Management Solution with a not to exceed amount of \$871,675 for the entire term of the agreement.

On May 7, 2020, Council authorized the City Manager to enter into Amendment No. 1 for the addition of API integration with NorthStar Utility Solutions and increased the not to exceed amount by \$41,000.

On January 26, 2021, Council authorized the City Manager to enter into Amendment No. 2 for Asset Management Solution for Field Operations and increased the not to exceed amount by \$100,000.

On June 22, 2021, Council authorized the City Manager to enter into Amendment No. 3 for Asset Management Solution for Public Facilities, Recreation & Special Events Department and increased the not to exceed amount by \$48,750.

On May 23, 2022, Council authorized the City Manager to enter into Amendment No. 4 for the implementation of additional services for transportation related assets and increased the not to exceed amount by \$146,760.

On December 12, 2024, Council authorized the City Manager to enter into Amendment No. 5 to increase the not to exceed amount by \$328,000.

Community Benefit/Public Involvement

This enterprise asset management software streamlines manual processes in order to provide greater efficiency for delivering services and tracking assets.

<u>Fiscal Impact</u>	
<u>Fiscal Year:</u>	FY2025-26
<u>Fiscal Year Amount Requested:</u>	\$175,000
<u>Budgeted Y/N?:</u>	Y
<u>Account:</u>	70502210-524120
<u>Transfer Required? Y/N:</u>	N
<u>If Yes, what account will be used?:</u>	
<u>Budget and Financial Impacts:</u>	
Funding for this item is available in the FY2025-26 Innovation & Technology operating budget. Expenditures with CentralSquare Technologies are not to exceed \$2,236,185 for the duration of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.	

<u>Attachments</u>	
Amendment 6 to Agreement with Enterprise Asset Management Solution	
<u>How was the item procured:</u>	Request for Proposal
<u>Strategic Plan Connection:</u>	
<u>Tier 1 Objective:</u>	Improve Tools & Technology

AMENDMENT NO. 6**AGREEMENT FOR ENTERPRISE ASSET MANAGEMENT SOLUTION (EAMS)**
(City of Glendale Solicitation No. RFP 18-19, Contract No. C18-0605)

This Amendment No. 6 ("Amendment") to the Agreement for Enterprise Asset Management Solution (EAMS) ("Agreement") is made this **10th day of March, 2026**, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and CentralSquare Technologies, LLC, a Delaware limited liability company, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Lucity, Inc. ("Contractor") previously entered into an Agreement for Enterprise Asset Management Solution (EAMS), Contract No. C18-0605, dated June 29, 2018 ("Agreement"); and
- B. The Agreement had an initial five-year term beginning June 29, 2018 through June 28, 2023 and provided the option to extend for two additional three (3) year terms; and
- C. On December 31, 2019, Contractor notified the City that Lucity, Inc. ("Assignor") was consolidated into CentralSquare Technologies, LLC. CentralSquare Technologies, LLC informed the City that its affiliate, TriTech Software Systems would be performing all services required by the parties' Agreement and would assume all obligations, duties, interests, and rights associated with the Agreement. The City consented to the arrangement; and
- D. On May 7, 2020, the City and Contractor entered into Amendment No. 1 for the addition of API integration with NorthStar Utility Solutions and development services from Lucity, Inc. which increased the not to exceed amount by \$41,000 for a new not to exceed amount of \$912,675; and
- E. On January 26, 2021, the City and Contractor entered into Amendment No. 2 for the addition of setup of Project Management for Field Operations and increasing the not to exceed amount by \$100,000 for a new-not-to-exceed amount of \$1,012,675; and
- F. On June 22, 2021, the City and Contractor entered into Amendment No. 3 for the addition of Project Management for Parks & Recreation and increasing the not to exceed amount by \$48,750 for a new not-to-exceed amount of \$1,061,425; and
- G. On May 23, 2023, the City and Contractor entered into Amendment No. 4 to modify the Scope of Work to add implementation services for Transportation and door and key modules and to increase compensation by \$146,760 to a new not-to-exceed amount of \$1,208,185; and
- H. On June 28, 2023, the City and Contractor entered into Contract Extension No. 1 extending the term of the Agreement from June 29, 2023 through June 28, 2026; and
- I. On December 10, 2024, the City and Contractor entered into Amendment No. 5 to increase the compensation by \$328,000 for a new not to exceed amount of \$1,536,185; and

- J. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The total purchase price for the supplies and/or services purchased under this Agreement is increased by seven hundred thousand dollars (\$700,000). This increase is being provided to fund the tasks identified in the SOW, as modified by any previous Amendments, for the extended term. The total new-not-to-exceed amount available under this Agreement is two million two hundred thirty-six thousand one hundred eighty-five dollars (\$2,236,185).
5. **Insurance Certificate.** Current certificate will expire on August 31, 2026. A new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.

9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

TriTech Software Systems
a California corporation

DocuSigned by:

7B4247E7ADD94A9... 1/15/2026

By: Steve Castle
Its: Director of Renewals



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH GARTNER, INC

Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Linking Agreement with Gartner, Inc., Contract No. C24-1021 to increase the spending authority by \$500,000 for a new not to exceed amount of \$1,007,000 for the duration of the agreement. The term of the Agreement is extended for a six month period from January 1, 2026 through June 30, 2026.

Background

The Innovation & Technology department utilizes Gartner Inc. for information technology advisory, assessment, verification, and validation consulting services to assist in innovating, adopting, implementing, and maintaining the City's diverse technologies.

Analysis

The Innovation & Technology department receives expert support from Gartner in the following areas:

- IT strategy development
- Expert analysis and recommendations for all areas of IT operations, applications, security, vendor management, and procurement
- Modernization of IT systems
- Industry benchmarking
- Products and services evaluation and vendor management research
- Use of and development of frameworks, IT maturity scorecards, and IT tool kits to support IT operations and procurement
- Professional networking with IT peers across the country regarding how other municipalities and businesses operate and exchange of ideas

Previous Related Council Action

On October 22, 2024, Council approved a Linking Agreement with Gartner, Inc. (Contract No. C24-1021).

On March 25, 2025, Council authorized the City Manager to enter into Amendment No. 1 to increase the not to exceed amount by \$337,000.

Community Benefit/Public Involvement

Services from Gartner, Inc. help the Innovation & Technology department prioritize solutions that drive performance for City services and align with the City's strategic objectives.

<u>Fiscal Impact</u>	
<u>Fiscal Year:</u>	FY2025-26
<u>Fiscal Year Amount Requested:</u>	\$500,000
<u>Budgeted Y/N?:</u>	Y
<u>Account:</u>	70502210-521110
<u>Transfer Required? Y/N:</u>	N
<u>If Yes, what account will be used?:</u>	
<u>Budget and Financial Impacts:</u>	
Funding is available in the FY2025-26 Innovation & Technology operating budget. Expenditures with Gartner, Inc. are not to exceed \$1,007,000 for the duration of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.	

<u>Attachments</u>	
Amendment 2 to Linking Agreement with Gartner Inc	
<u>How was the item procured:</u>	Linking Agreement
<u>Strategic Plan Connection:</u>	
<u>Tier 1 Objective:</u>	Improve Tools & Technology

C24-1021

AMENDMENT NO. 2
TO THE LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND
(GARTNER, INC., Contract No. C24-1021)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Gartner, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Gartner, Inc. ("Contractor") entered into a Linking Agreement, Contract No. C24-1021, dated October 22, 2024 ("Agreement"); and
- B. On March 25, 2025, the City and Contractor entered into Amendment No. 1, increasing the compensation by \$337,000 for a new not to exceed amount of \$507,000; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a six month period from January 1, 2026 through June 30, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work is unchanged.
- 4. **Compensation.** The total amount available to purchase supplies and/or services purchased under this Agreement shall be increased by five hundred thousand dollars (\$500,000) for a new not to exceed amount of one million seven thousand dollars (\$1,007,000).
- 5. **Insurance Certificate.** Current certificate will expire on May 31, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound

to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

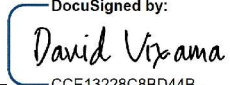
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Gartner, Inc.
a Delaware corporation

DocuSigned by:
 February 9, 2026
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By: David Vixama

Its: Sr. Manager, Contracts



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: Steven Martin, Chief Information Officer
 DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH PROSCI, INC

Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Prosci, Inc. to provide change management training, materials, and certifications for City staff in an amount not to exceed \$175,000 for the duration of the agreement. The initial term of the agreement is for three (3) years. This is also a request to authorize the City Manager, at their discretion, to renew the agreement for two (2) additional years in one-year increments.

Background

Change management is the structure and approach for smoothly transitioning organizational and technical changes from the current state to the future state. In a continuous improvement effort, the Innovation & Technology department is examining its change management practices for internal and external technical changes.

Prosci, Inc. is a training and consulting company that is exclusively focused on change management. They have developed their own change management methodology, based on industry best practices, for which they offer various training packages, certifications, and consulting services.

Analysis

The services offered by Prosci, Inc. will support the Innovation & Technology department in its effort to mature the processes surrounding organizational change management.

Community Benefit/Public Involvement

The services offered by Prosci, Inc. will provide the City with additional tools to effectively implement changes surrounding City services.

Fiscal Impact

Fiscal Year: FY2025-26
Fiscal Year Amount Requested: \$75,000

Budgeted Y/N?: Y
Account: 70502210-520110
Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2025-26 Innovation & Technology operating budget. Expenditures with Prosci, Inc. are not to exceed \$175,000 for the duration of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Prosci Inc

How was the item procured: Special Procurement

Strategic Plan Connection:

Tier 1 Objective: Improve Purposeful
Communication

PROSCI, INC.**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) effective as of **March 10, 2026** (the “Effective Date”) by and between Prosci, Inc., with offices located at 2950 E Harmony Rd., Suite 150, Fort Collins, CO 80528 (“Prosci”), and City of Glendale, AZ with a principal place of business at 5850 W Glendale Ave, Glendale, AZ 85301 (“City”). In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Services and Personnel

- 1.1 Subject to the terms of this Agreement, Prosci shall perform the services specified in one or more Statement(s) of Work (each an “SOW” and the services described therein the “Services”). Any SOW will not be effective until this Agreement and the SOW are executed by both parties. Each SOW will become part of this Agreement, effective on the latter of the Effective Date of this Agreement or the date specified on the SOW.
- 1.2 Prosci agrees to provide City with instructors employed or engaged by Prosci (“Personnel”) to perform the Services. While the Personnel are on City’s premises in connection with the performance of any Services, Personnel will comply with all of City’s rules, regulations, and policies, including City’s customary security measures, which are provided to Prosci in writing (email is acceptable) prior to the commencement of the Services and presented to the Personnel upon arrival at the premises.

Section 2. Intellectual Property

- 2.1 *Intellectual Property Rights.* “IP Rights” means rights in and to any intellectual property whether registerable or not including names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, domain names, inventions, whether or not copyrightable or patentable, trade secret information, and any other intellectual and/or industrial property.
- 2.2 *Prosci’s Intellectual Property.* Prosci owns all IP Rights to and in all Prosci materials disclosed, provided, or delivered to City as part of the Services, whether electronic or hard copy, including models, assessments, templates, toolkits, websites, webinars, podcasts, tutorials, training materials, course materials, and research, and all derivatives therefrom and updates thereto, and all portions thereof (collectively, the “Prosci Materials”).
 - 2.2.1 *No Reproduction.* City acknowledges and agrees that it may not reproduce, distribute, make derivative works from, translate, or otherwise copy Prosci Materials except as expressly allowed by this Agreement and/or a fully-executed SOW.
 - 2.2.2 *No Right in Prosci Materials.* Except for those rights expressly granted in this Agreement and/or a fully-executed SOW, City receives no right, title, or interest, expressed or implied, in any Prosci Materials.

- 2.2.3 *Prosci Trademarks.* City agrees and acknowledges that Prosci owns any trademarks, service marks, and/or trade dress included in Prosci Materials (collectively, and together with any additional trademarks, service marks, and/or trade dress that Prosci currently owns or later acquires, the “**Prosci Trademarks**”).
- 2.2.4 *City’s Use of Prosci Trademarks.* City may use Prosci Trademarks in connection with the internal marketing of the Services within City’s organization. Any such use must expressly identify Prosci as the owner of the mark or marks. City understands and agrees that it may not use Prosci Trademarks for any other purpose, including but not limited to non-City targeted marketing, implied sponsorship of City by Prosci, or any branding of City’s goods or services.
- 2.2.5 *No Modification.* City will not revise, alter, translate, or otherwise modify Prosci Trademarks, nor combine Prosci Trademarks with any other marks, terms, slogans, designs, and/or symbols.
- 2.2.6 *No Right in Prosci Trademarks.* City, by this Agreement or by its use of Prosci’ Trademarks pursuant to this Agreement, acquires no right, title, or interest in or to Prosci’s trademarks or the goodwill associated therewith. All goodwill created or developed as a result of City’s use of Prosci Trademarks will inure solely in Prosci.
- 2.2.7 *Waiver.* City agrees not to oppose, petition to cancel, attempt to invalidate, or otherwise challenge in any way (a) the enforceability of the IP Rights in Prosci Materials or Prosci’s exclusive rights thereto; or (b) the validity of Prosci Trademarks or Prosci’s exclusive rights thereto. Except for the rights expressly granted in this Section 2, nothing in this Agreement expressly or implicitly grants City the right to use any Prosci Materials or Prosci Trademarks in any other manner.
- 2.2.8 *Prosci’s Use of City’s Trademarks.* Prosci may not use any City Trademarks for any purpose, including identifying that City is a customer and user of Prosci’s goods or services, without the City’s written consent.
- 2.3 *City’s Intellectual Property.* All of the following shall remain the exclusive property of City: (a) IP Rights owned or licensed by City prior to the execution of this Agreement; and (b) IP Rights developed independently of the Services and without reference to the Services, Prosci Materials, or Prosci Trademarks. By entering into this Agreement and performing the Services, Prosci receives no right, title, or interest, expressed or implied, in any City IP Rights.
- 2.4 *Work Product.* “Work Product” shall mean all materials, products, reports, documentation, and inventions that are (a) developed or prepared for City by Prosci; and (b) expressly identified as “**Work Product**” in the applicable SOW.
- 2.4.1 Prosci acknowledges and agrees that the Work Product is the property of City and Prosci shall consider the Work Product the Confidential Information of

City. Except to the extent of any Prosci Materials contained therein, all rights, title, and interests in and to the Work Product shall vest in City and shall be deemed to be a “works made for hire” as that phrase is defined in the U.S. Copyright Act, 17 U.S.C. § 101, as may be amended from time to time. To the extent that title to any such Work Product may not vest in City for any reason, Prosci shall take all steps reasonably necessary to perfect City’s rights in the Work Product.

2.4.2 In the event, and to the extent, that the Work Product contains any Prosci Materials, Prosci hereby grants City an irrevocable, worldwide, royalty-free, non-exclusive license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of the Prosci Materials which may be contained within the Work Product.

2.5 *Knowhow.* City acknowledges that, during the course of providing the Services, Prosci may develop or become acquainted with ideas, designs, concepts, knowhow, techniques, and skills which are applicable generally but exclude City’s IP Rights and Confidential Information (“**Knowhow**”). Prosci will be entitled to all IP Rights to and in the Knowhow and shall be able to use the Knowhow in conducting Prosci’s services without restriction except as expressly provided herein.

Section 3. Taxes, Invoices, Payment, & Disputes

- 3.1 *Taxes.* City will pay Prosci at the rate identified and listed in any applicable SOW. Except as set forth in Section 6.3 (Personnel), all rates are exclusive of any sales, use, value added, excise, or other similar taxes that may be imposed by federal, state, or local governments, which are City’s responsibility.
- 3.2 *Reimbursable Expenses.* City will reimburse Prosci for reasonable out-of-pocket expenses actually incurred by Prosci in the performance of the Services or as otherwise agreed to in an SOW, and approved by the City in advance in writing. Prosci will submit supporting documentation and any expense form reasonably requested by City.
- 3.3 *Invoices.* Prosci will submit at least one invoice to City either: (a) after the Services are rendered; or (b) as otherwise agreed upon in an SOW. Invoices will include Prosci’s fees, material costs, shipping expenses, travel and lodging expenses, and other expenses and/or fees as indicated in an applicable SOW, together with appropriate receipts. City will remit payment for any such invoice within thirty (30) calendar days of the receipt date, except with respect to those amounts that are subject to a Good Faith Dispute.
- 3.4 *Invoicing Disputes.* Both parties agree to use informal efforts to resolve any billing or invoice within thirty (30) calendar days of when the disputing party provides written notice to the other party. If no mutually acceptable informal resolution can be agreed upon within thirty (30) calendar days, the dispute will be subject to Section 10.7.

Section 4. Confidentiality

- 4.1 *Confidential Information.* Prosci understands and agrees that City may disclose confidential or proprietary information concerning City during the course of the Services

(the “City Confidential Information”). Prosci will consider all information relayed to Personnel in writing, orally, or verbally as City Confidential Information. City agrees to take reasonable efforts to disclose only the minimum amount of City Confidential Information reasonably necessary for Prosci to perform the Services.

- 4.2 *Exclusions to Confidential Information.* Notwithstanding Section 4.1 and Section 4.3, City Confidential Information will not include, and Prosci shall not have obligations to protect from disclosure: (a) information, data or materials which are developed by Prosci independently without use of or reference to City’s Confidential Information; (b) information published or disclosed by City to third parties without a restriction on its use and disclosure; and/or (c) information lawfully obtained by Prosci from other sources which Prosci reasonably believes lawfully came to possess it.
- 4.3 *Standard of Care.* City Confidential Information will be held in confidence by Prosci, using the same standard of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The City Confidential Information will not be used or disclosed for any purpose other than performing under or receiving the benefits of this Agreement and/or any SOW, or otherwise enforcing Prosci’s rights.
- 4.4 *Permitted Disclosures.* Prosci will not disclose City Confidential Information except: (a) to its employees and agents, including but not limited to Personnel, to whom disclosure is necessary for performing under or receiving the benefits of this Agreement, who have been notified of the confidential nature of the Confidential Information and who have agreed to maintain the City Confidential Information in a manner consistent with Prosci’s obligations hereunder; or (b) as required by law, regulation, or court order. Prosci will advise such Personnel having access to City Confidential Information in advance of the confidential and proprietary nature thereof and the requirements of this section. If Prosci learns of any unauthorized use or disclosure of City Confidential Information by any Personnel, former personnel, employee, or its agents, Prosci will promptly advise City in writing and Prosci take all reasonable steps to limit further dissemination of the City Confidential Information as allowed under Arizona law.
- 4.5 *Return or Destruction of Confidential Information.* Upon City’s request, Prosci will destroy, delete, or surrender to City all City Confidential Information.
- 4.6 *No Exclusivity.* Nothing in this Agreement prevents or prohibits Prosci from offering or rendering its services to any other third party.

Section 5. Term and Termination

- 5.1 *Term.* The term of this Agreement shall commence on the Effective Date and continue for a three-year period, as set forth in this Section 5. The City may, at its option and with the approval of Prosci, extend the term of this Agreement for two (2) additional one-year terms, on an annual basis. Each SOW will be effective upon the full execution of such SOW and will, unless otherwise terminated in accordance with the terms of this Agreement, expire upon the earlier of (a) the one-year anniversary of the Effective Date of the SOW; or (b) the completion of all of the Services specified in the applicable SOW. Completion of the Services under any executed SOW will not automatically terminate

this Agreement but will terminate the executed SOW under which such Services were rendered. This Agreement cannot be terminated while any SOW remains in effect.

5.2 *Termination for Convenience.*

5.2.1 Either party may terminate this Agreement for any reason by providing notice to the other party of its intent to terminate and such termination shall be effective sixty (60) calendar days after receipt by the non-terminating party.

5.2.2 City may terminate any SOW for any reason by providing Prosci with a seven (7) calendar day written notice. Cancellation of any executed SOW by City pursuant to this Section 5.2.2 is subject to the cancellation fees described in Section 5.4.2.

5.3 *Termination for Cause.* Either Prosci or City may terminate this Agreement or any executed SOW at any time upon material breach of this Agreement or SOW, as applicable, by the other party which is not cured within five (5) business days after receipt of written notice of the breach.

5.4 *Effects of Termination.*

5.4.1 In the event this Agreement or an executed SOW is terminated by: (a) Prosci, City is obligated to pay Prosci for Services actually rendered and accepted through the effective date of termination; or (b) City, City is obligated to pay Prosci for Services actually rendered and expenses incurred through the effective date of termination. Such payment obligation may be offset by any damages due and owing due a material breach of any term of this Agreement causing termination.

5.4.2 The program dates set forth in an SOW are considered final upon mutual execution of such SOW. Unless this Agreement is terminated for cause or performance is delayed due to a Force Majeure as defined in Section 9.12 below, if the City requires a cancellation or change of the date work is to be performed in accordance with a SOW prior to the start of the program, the City agrees to pay the amount of the fees assessed by a third party for the cancellation or change of prearranged travel and lodging that cannot be made without penalty. In the event of cancellation or change by Prosci, no fees will be charged to the City.

5.4.3 In the event of an uncured material breach by City of Section 2 (Intellectual Property), City will cease all use of the Prosci Trademarks and Prosci Materials immediately upon termination of this Agreement.

5.4.4 In the event of termination or expiration of this Agreement or any SOW, the parties reserve all other available remedies at law or in equity.

5.5 *Survival.* The provisions of Section 2, Section 3, Section 4, Section 5.4, this Section 5.5, Section 6.3, Section 6.4, Section 6.5, Section 7, Section 8, and Section 9 (excluding Section 9.1) will survive termination of this Agreement and any SOW.

Section 6. Warranties, Disclaimer and Indemnity

- 6.1 *Prosci's Representations.* Prosci represents that (a) all Services will conform to the specifications set forth in the applicable SOW, (b) all Services will be provided with professionalism, and (c) that any Personnel providing the Services is properly trained to perform such Services for which the Personnel is responsible. In the event that any Services do not conform to the foregoing criteria, Prosci will make commercially reasonable efforts, upon written notice from the City and at no expense to City, to correct any deficiencies which prevent(ed) such Services from conforming to the criteria.
- 6.2 *Mutual Representations.* Prosci and City represent, warrant and agree: (a) to comply with all laws, rules, and regulations, whether local, state or federal, in connection with its performance under this Agreement and any executed SOW; (b) that execution and performance of this Agreement and performance of each SOW does not conflict with or violate any commitment, agreement, or understanding it has, or will have, to or with any other person or entity; and (c) that each party's signatory to this Agreement has all right, powers, approvals, and authority necessary to enter into this Agreement and that, by signing this Agreement, this Agreement is enforceable against the other in accordance with its terms and conditions.
- 6.3 *Personnel.* Personnel will not for any purpose be considered City's employee(s). Prosci will be solely responsible for the payment of such Personnel. Prosci will be solely responsible for the withholding and/or payment of all federal, state, and local income and other payroll taxes, workmen's compensation, disability and other benefits, any required permits or permissions, and all such additional legal requirements of like nature applicable to such Personnel. Prosci agrees to defend, fully indemnify, and hold City harmless against all proceedings and claims against City and any demands, losses, damages, costs, and expenses whatsoever suffered or incurred by City in respect of a failure by Prosci to comply with payment and tax obligations described in this Section 6.3.
- 6.4 *Mutual Indemnification.* Each party (as the "**Indemnifying Party**") agrees to indemnify the other party (as the "**Indemnified Party**") against and save each other harmless from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable attorney's fees, asserted against or incurred by the Indemnified Party, arising out of any bodily injury to any person or damages to any tangible property of a third party or death arising as a result of Indemnifying Party's negligence or willful misconduct. The foregoing indemnification is contingent upon Indemnified Party providing prompt written notice of any claim to Indemnifying Party and permitting Indemnifying Party to maintain sole control of the defense of the claim.
- 6.5 *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PROSCI MATERIALS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROSCI, ITS AGENTS, PERSONNEL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE

OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Section 7. Intellectual Property Warranty and Indemnification

- 7.1 Prosci warrants that Prosci is the owner of the Prosci Materials and it has the right and authority to grant the rights set forth in this Agreement and any executed SOW. The Prosci Materials do not, to the best of Prosci's actual knowledge, violate or infringe the intellectual property rights of any third party as of the Effective Date. City's exclusive remedy and Prosci's sole liability for any breach of this warranty is the indemnification procedures set forth in this Section 7.
- 7.2 Prosci agrees, at its own expense, to defend (or at Prosci's option, settle) and indemnify City from and against any claim or action instituted by a third party against City that the Prosci Materials, when used as directed by Prosci, violates any United States patent, copyright, trade secret, or other proprietary right of a third party ("**IP Claim**"), provided that City: (a) promptly notifies Prosci in writing of any such IP Claim; (b) permits Prosci to control and direct the investigation, preparation, defense and settlement of the IP Claim; and (c) assists and fully cooperates in the defense of same, at Prosci's cost and expense. Prosci agrees to pay any final award of damages, if any, assessed against City resulting from such IP Claim, including any awarded costs and attorneys' fees, or any settlement amount agreed to by Prosci in writing. Notwithstanding the foregoing, Prosci shall not, without the prior written consent by City, where such consent not to be unreasonably withheld or delayed, settle any third-party claim against City that: (i) does not completely and forever release City with respect thereto, (ii) does not completely absolve City of liability or wrongdoing, and (iii) does not impose any obligations upon City other than an obligation to stop using any allegedly infringing items. In any action for which Prosci provides defense on behalf of City, City may participate in such defense at its own expense by counsel of its choice.
- 7.3 Following notice of an IP Claim or any facts that may give rise to such IP Claim, Prosci may, in its sole discretion and at its option: (a) procure for City the right to continue to use the Prosci Materials; (b) replace Prosci Materials with content that does not materially degrade the functionality of the Prosci Materials; or (c) modify the Prosci Materials to make the challenged product non-infringing; provided that the modification does not impose any costs on City and the modification does not materially diminish the features or functionality of the Prosci Materials. If it is not commercially reasonable to perform any of these alternatives and Prosci does not have any replacement content it could provide to City that would not result in a material degradation of the Prosci Materials functionality, Prosci will have the option to terminate the Agreement as to the allegedly infringing Prosci Materials and refund a prorated portion of the fees paid by City for such allegedly infringing Prosci Materials based on a five (5) year useful life of any such Prosci Materials.
- 7.4 In no event will Prosci have any obligations under this Section 7 or any liability for any claim or action if the IP Claim is caused by, or resulting from: (a) modification of the Prosci Materials by City (including translations into other languages or the integration of other content) if such IP Claim would have been avoided by use of unmodified Prosci Materials as originally provided by Prosci; (b) City's continued allegedly infringing

activity after being notified in writing thereof or after Prosci provides replacement Prosci Materials at no cost to City; (c) City's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current Prosci Materials, provided that Prosci provides such non-infringing Prosci Materials to City without additional costs.

- 7.5 City agrees, at its own expense, to defend (or at City's option, settle) and indemnify Prosci from and against any claim or action instituted by a third party against Prosci where the claim is predicated on an alleged infringement caused by, or resulting from: (a) modification of the Prosci Materials by City or by any third party acting on City's behalf if such IP Claim would have been avoided by use of the unmodified Prosci Materials (modification includes the integration of Prosci Materials with material from City or from another vendor or supplier such that the resulting work is infringing); (b) City's continued allegedly infringing activity after being notified thereof or after Prosci provides replacement Prosci Materials; (c) City's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current release.

7.6 This Section 7 is intended to clarify, rather than limit or modify, the Mutual Indemnification provision contained in Section 6.4 above for liability or claims related to the use and/or misuse of intellectual property only.

Section 8. Limitation of Liability

- 8.1 *Exclusion of Damages.* Neither party will be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), whatsoever associated with, arising out of, or connected with this Agreement.
- 8.2 *Cap on Damages.* Each party's total and aggregate liability for any damages under any provision of this Agreement is in any case limited to the amounts actually paid or owed by City to Prosci for the Services, provided, however, the foregoing shall not apply to: (a) Prosci's obligation to indemnify pursuant to Sections 6.3, 6.4, or 7.2; (b) any damages, expenses or liability arising out of, or resulting from, City's breach of Section 2; or (c) City's obligation to indemnify pursuant to Sections 6.4 or 7.5.

Section 9. Miscellaneous

- 9.1 *Insurance.* During the term of this Agreement, Prosci will, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage: (a) workers compensation and disability insurance in statutory amounts; (b) employer's liability insurance with minimum limits of \$1,000,000; (c) automobile liability insurance with a combined single minimum limit of \$1,000,000 for bodily injury and property damage; and (d) general comprehensive liability insurance or suitable umbrella insurance with minimum single limit coverage of \$5,000,000. Upon request, Prosci will provide City with proof of such coverage, and in the event such coverage changes or is canceled during the term of this Agreement, Prosci will immediately notify City.

- 9.2 *Assignment.* Neither party may assign (by operation of law or otherwise) or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement, without the consent of the other, in the case of a sale or transfer of all or substantially all of its business or assets.
- 9.3 *Notice.* Any and all notices or other communications required or permitted by this Agreement, any executed SOW(s), or by law to be served or provided by one party to another will be written in the English language and delivered by express courier service (e.g., FedEx) with delivery receipt or secure email attachment with receipt confirmation. All notices must be sent to the addresses set forth in the preamble, to notices@prosci.com for permitted electronic notices to Prosci, or to such other address that a party specifies in a notice delivered pursuant to this Section 9.3.
- 9.4 *Disclosure.* The terms of this Agreement and/or any executed SOW(s) may not be disclosed to any third party except: (a) as required by law, regulation, or court order; (b) in response to a discovery request or subpoena, under a protective order; and (c) to the parties' respective professional advisors.
- 9.5 *Irreparable Harm.* The parties agree that a breach of Section 2, Section 4, or Section 9.4 may result in irreparable injury to the non-breaching party for which there may be no adequate remedy at law. Therefore, notwithstanding Section 9.6, in the event of any breach or threatened breach of such obligations, the non-breaching party may be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.
- 9.6 *Choice of Law, Venue, and Enforcement.* Intentionally deleted
- 9.7 *Non-Solicitation.* In order to protect Prosci's legitimate business interest in its IP Rights, Prosci Materials, Work Product, and Knowhow, as defined in Section 2 of this Agreement, as well as to protect the value of training and talent-development Prosci invests in its Consulting Employees, during the term of any SOW and for a period of twelve (12) months thereafter, City shall not, directly or indirectly: (a) solicit or induce any Consulting Employee of Prosci to terminate his or her employment with Prosci; or (b) Hire any Consulting Employee of Prosci without the prior written approval of Prosci. However, City will not be in violation of these restrictions if it publishes employment advertisements which are aimed at recruiting from among the general public or hires a Consulting Employee who responds to such general advertisement without any other form of solicitation. The term "**Hire(d)**" includes without limitation employment arrangements, independent contracting, equity ownership, consulting, and other, similar arrangements. "**Consulting Employee**" shall mean current employees of Prosci who have directly delivered Services hereunder.
- 9.8 *Interpretations, Severability, Headings.*
- 9.8.1 This Agreement and any executed SOW will not be construed against the party preparing it but will be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity will not be interpreted against any one party. All fees stated herein are made, and all fees and other amounts

owing hereunder shall be paid in, United States Dollars. If any translations of this Agreement are made, the English version shall control.

9.8.2 If any provision of this Agreement is found to be illegal or unenforceable under or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby.

9.8.3 If any provision of this Agreement conflict with any provision of an SOW incorporated herein by attachment or reference, the provision of this Agreement shall control and take precedence there over.

9.8.4 The section headings appearing in this Agreement or any executed SOW are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of extent of such section or in any way affect such section.

9.9 *Waiver, Integration, Alteration.*

9.9.1 The waiver of a breach hereunder may be affected only by a writing signed by the waiving party and will not constitute a waiver of any other breach.

9.9.2 This Agreement, including any executed SOW(s), represents the entire understanding between the parties with respect to the subject matter herein contained, and supersedes all other oral or written agreements or understanding, express or implied, between the parties that may relate to any aspect of the Services. Any additional terms set forth on City's purchase order(s) or other document(s) relating, directly or indirectly, to the subject matter of this Agreement are not enforceable unless specifically agreed to in writing signed by Prosci. Filling a purchase order request does not constitute agreement to its terms by Prosci. In the event of a conflict between the terms of this Agreement and the terms set forth in a City purchase order, the terms of this Agreement shall prevail.

9.9.3 A provision of this Agreement may be altered only by a writing signed by both parties.

9.10 *Independent Contractors.* The parties are and will remain independent contractors and nothing herein expressly or implicitly creates an agency, partnership, or joint venture between the parties hereto. Nothing in this Agreement will be interpreted or construed as creating or establishing an employer/employee relationship between City and either Prosci or any employee or agent of Prosci.

9.11 *Duty to Enforce.* Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9.12 *Force Majeure.* Neither party shall be in default for any delay in its performance (other than payment requirements) resulting from causes entirely beyond its control and where not reasonably foreseeable and preventable on the date of signing this Agreement (each a "Force Majeure Event"); *provided, however*, that the non-performing party gives the other

party notice as soon as practicably possible after becoming aware of the occurrence of a Force Majeure Event. The delayed party's time for performance will be deemed to be extended for a period equal to the duration of the conditions entirely beyond its control. Conditions entirely beyond a party's control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. In the event either party's performance is delayed for more than thirty (30) calendar days in the aggregate as a result of a Force Majeure Event, either party may terminate this Agreement (including any attachments affected by such force majeure condition) upon notice to the party claiming the Force Majeure Event.

- 9.13 *Execution.* This Agreement and any SOW may be executed simultaneously in two or more counterparts, each of which will be considered an original, but which counterparts together will constitute one and the same instrument. The parties shall treat faxed, .pdf, or emailed or other electronically signed documents (including documents signed through e-sign service providers such as DocuSign) as originals; *however*, this shall not preclude either party from requiring the exchange of original (e.g., "wet-ink") signatures upon the request of a party.

Section 10. Addendum

- 10.1 **Conflicts.** Prosci acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 10.2 **Lack of Appropriations.** Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council and agrees not to use the lack of appropriations as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid but will not pay any amounts that become due after providing such notice.
- 10.3 **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 44-4401, Prosci warrants their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Prosci or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. Prosci and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights

onto their respective properties to perform the random inspections and waving their respective rights to keep such papers and records confidential.

- 10.4 **Attestation of PCI Compliance.** When applicable, Prosci will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Prosci with oversight responsibility.
- 10.5 **No Boycott of Israel.** To the extent A.R.S. § 35-393 through A.R.S. §35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.
- 10.6 **Uyghur Forced Labor Prevention Act (UFLPA).** Prosci certifies that it does not currently, and during the term of this Agreement, will not use:
 - 10.6.1 the forced labor of ethnic Uyghurs in the People's Republic of China;
 - 10.6.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - 10.6.3 any Prosci, 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.
- 10.7 **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction thereof.
- 10.8 **Non-Discrimination.** Prosci must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Prosci will require any sub-contractor to be bound to the same requirements as stated within this section. Prosci, and on behalf of any subcontractors, warrants compliance with this section.
- 10.9 **Governing Law and Venue.** This Agreement shall be governed by and enforced using the law of this State of Arizona. The parties agree that any judicial action brought to enforce the terms and conditions of this agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

IN WITNESS THEREOF, the parties have executed this Agreement by each party's duly authorized representative, intending to be bound as of the Effective Date set forth above.

City of Glendale, AZ

Prosci, Inc.

By: _____

Signed by:
By: Jennifer Tucker
F78F5395BE6B476...

Printed Name: Patrick S. Banger

Printed Name: Jennifer Tucker

Title: City Manager

Title: _____

Date: _____

Date: 2/12/2026

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.**

EXHIBIT A

Scope of Work

STATEMENT OF WORK

to

PROSCI, INC. PROFESSIONAL SERVICES AGREEMENT

This Statement of Work originating on March 10, 2026 (the “Origination Date”) is attached to and made a part of the Professional Services Agreement between Prosci, Inc. (“Prosci”) and the City of Glendale (“Company”) dated March 10, 2026 (the “Agreement”). Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

In the event of a conflict between the terms and conditions of the Agreement including the Statements of Work and any other oral or written understandings, arrangements or agreements between the parties, including purchase orders, the terms and conditions of the Agreement including the Statements of Work shall prevail.

Scope of Services: To be requested by Company in writing on an as needed basis.

Service Sites: Services will be performed at Glendale, Arizona, or as otherwise agreed between the parties.

Service Date(s):

To be determined based on program selection of Company and Prosci delivery availability, at dates and times to be agreed upon by the parties at least four (4) weeks in advance of the start date.

Training Materials to be provided by Prosci:

Synopsis of training materials for participants will be provided by Prosci, based upon program selection.

Prosci Instructors:

The Services will be performed by the appropriate Prosci personnel.

Service Cost(s):

The total amount of compensation paid to Prosci shall not exceed \$175,000 for the entire Term of the Agreement.

Company Assignments:

The following requirements must be performed by Company at dates to be agreed upon by the parties (“Company Assignments”):

1. Company will provide to Prosci the name and email address of each program participant. Non-participants are not allowed to attend the program.
2. Company will provide to Prosci the address(es) to where Prosci will ship the Prosci Materials for the Services. If Company has decided to use only digital materials, or program is designed for digital materials only, shipping address(es) are not required.
3. Company will identify an executive sponsor to be involved in program preparation and high-level program support.
4. Company will ensure all program participants will complete assigned pre-work and, if applicable, participants will return requested information to Prosci.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.

5. Company will confirm to Prosci that the meeting space availability includes a primary classroom that allows participants approximately three feet of table space and sufficient breakout areas. The same meeting space must be used for the full duration of the program.
6. All participants must attend in person. Video and teleconferencing is not permissible.

In the event that Company is unable, or is in danger of being unable, to materially satisfy any Company Assignment(s), Prosci shall issue a notice of non-conformance to Company. No more than five (5) business days following such notice, Company will correct the non-conformance or the parties will confer to reach a mutually agreeable resolution. If Company fails to correct the non-conformance or the parties are unable to find a mutually agreeable resolution, Prosci reserves the right to cancel the SOW and Company will be responsible for 50% of the total professional services fees and 100% of any non-refundable expenses related to travel and lodging.

Cancellation Policy

Cancellation or date changes made to the SOW by Company between 60 and 45 calendar days from the start of the program will be subject to payment for prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes made to the SOW by Company between 44 and 31 calendar days are billed at 50% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes to the SOW by Company within 30 calendar days are billed at 100% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty. If Company terminates, for its convenience and not for cause due to Prosci's uncured material breach, all or part of any of these advisory and consulting services as determined by Prosci that are provided on an ongoing basis by Prosci or contractors on behalf of Prosci, either individually or collectively, as part of the Services and detailed herein, Company will be obligated to pay for all Services rendered up to the termination date, along with all expenses incurred by Prosci, including those that cannot be cancelled without penalty.

Logistics

Company will assign a logistical contact who will work with Prosci on all logistics necessary for the preparation and implementation of the program. The overall accessibility, responsiveness and actions taken by the Company contact are critical for the success of the course.

Audio/Video equipment for on-site programs must be provided by the Company. Audio/Video equipment includes five easels and easel pads, one laptop computer per group (laptop must have Microsoft Office 2007 or newer), one PC projection unit, and one screen.

Lodging arrangements and reservations for the participants must be arranged by the Company. Prosci is responsible for making the lodging arrangements of Prosci staff members unless requested otherwise by Company.

Participant Certification

For certification programs, attendance and participation requirements will be provided to the Company at the time of program request by the company.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE AND PROSCI, INC.

IN WITNESS THEREOF, the parties have executed this Statement of Work, effective as of the Origination Date set forth above.

City of Glendale

By: _____

Printed Name: Patrick S. Banger

Title: City Manager

Date: _____

Prosci, Inc.

By: Signed by:
Jennifer Tucker
F78F5395BE6B476... _____

Printed Name: Jennifer Tucker

Title: _____

Date: 2/12/2026

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: John Kennedy, Director
DEPARTMENT: Parks and Recreation

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH BROWN'S PARTSMaster, INC FOR WATER-CONSERVING PLUMBING FIXTURES AND PARTS

Presented by: John Kennedy, Director, Parks and Recreation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement (Contract No. C25-0347) with Brown's Partsmaster, Inc. for water-conserving plumbing fixtures and parts to be used throughout the City. This amendment increases the spending authorization for the purchase of goods and services under this Agreement by \$300,000, for a new not to exceed amount of \$450,000 for the entire term of the Agreement.

Background

The City entered into a linking agreement with Brown's Partsmaster, Inc. on April 22, 2025, to purchase the goods and services described in the City of Phoenix Water Conserving Plumbing Fixtures and Parts Contract No. 157654-0. The City linked to this contract through the S.A.V.E. Cooperative Purchasing Consortium, in which the City of Glendale is a member. The Agreement allowed for a one-year initial term, with the option for the City to renew for two (2) additional one-year terms if the contract is likewise extended by the original contracting parties.

Analysis

The initial contract generated by the Field Operations Department included an amount of \$150,000 for plumbing equipment, materials, and supplies for Glendale facilities on an as-needed basis.

The City and Brown's Partsmaster entered into Contract Extension No. 1, C25-0347-1, extending the term of the Agreement from January 1, 2026, through December 31, 2026.

The Parks and Recreation Department is requesting to amend the Agreement for an increase in the spending authorization in the amount of \$300,000, for a new not to exceed amount of \$450,000 for the entire term of the Agreement, including all renewals for the purchase and replacement of drinking fountains in city parks on an as-needed basis.

All other provisions of the agreement except as set forth in the amendment shall remain in their entirety.

Previous Related Council Action

On April 22, 2025, the Council approved Contract No. C25-0347 authorizing entering into a linking agreement for water conserving plumbing equipment, materials, and supplies for the City of Glendale facilities on an as-needed basis.

Community Benefit/Public Involvement

Providing new, operable plumbing equipment, such as drinking fountains in our City facilities and parks helps to improve the overall community experience.

Fiscal Impact

Fiscal Year: FY2025-26

Fiscal Year Amount Requested: \$140,000

Budgeted Y/N?: Y

Account: Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2025-26 Parks and Recreation budget. Expenditures with Brown's Partmaster, Inc. are not to exceed \$450,000 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 1 to Agreement with Brown's Partmaster Inc

How was the item procured: Linking Agreement

Explanation: S.A.V.E. Cooperative Purchasing Consortium

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 1
LINKING AGREEMENT FOR WATER CONSERVING
PLUMBING FIXTURES AND PARTS
 (City of Glendale, Contract No. C25-0347)

This Amendment No. 1 ("Amendment") to the Linking Agreement for Water Conserving Plumbing Fixtures and Parts ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Brown's Partsmaster, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Brown's Partsmaster, Inc. ("Contractor") previously entered into a Linking Agreement, Contract No. C25-0347, dated April 22, 2025 ("Agreement"); and
- B. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from January 1, 2026 through December 31, 2026; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement remains unchanged and shall expire on December 31, 2026.
- 3. **Scope of Work.** Scope of work remains unchanged.
- 4. **Compensation.** The total purchase price for supplies and/or services purchased under this agreement shall be increased by \$300,000 for a new not to exceed amount of \$450,000 for the duration of the agreement.
- 5. **Insurance Certificate.** Current certificate will expire on October 1, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound

to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) 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.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Brown's Partsmaster, Inc.,
an Arizona corporation



By: Michael Afleje
Its: Director of Government Sales



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: John Kennedy, Director
 DEPARTMENT: Parks and Recreation

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PLAYPOWER, INC DOING BUSINESS AS MIRACLE RECREATION EQUIPMENT COMPANY, FOR PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES FOR CITYWIDE PARKS, RECREATIONAL FACILITIES, AQUATICS CENTERS, AND SPLASH PADS

Presented by: John Kennedy, Director, Parks and Recreation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Playpower, Inc., doing business as Miracle Recreation Equipment Company, to provide playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment with related accessories and services on an as needed basis in the amount not to exceed \$2,000,000 for the entire term of the agreement; and to authorize the City Manager to renew the agreement annually, at his discretion, for three (3) additional one-year terms. The initial term of the Agreement is from the effective date until December 17, 2029.

Background

Playpower, Inc. was awarded a contract (Contract #101625-PLP) on January 6, 2026, by the State of Minnesota through the Sourcwell Purchasing Cooperative to provide commercial playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment with related accessories and services. Staff is requesting to utilize the cooperative purchase through Sourcwell, a government purchasing and service cooperative, in which the City of Glendale is a member. The Sourcwell contract (Contract #101625-PLP) is effective through December 17, 2029, with three (3) one-year extensions if the Cooperative Agreement is likewise extended by the original contracting parties. The contract may not be extended beyond December 17, 2032.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the Procurement Division.

Analysis

An internal evaluation of our playgrounds, water play and aquatic equipment, site amenities, and outdoor fitness equipment, has determined that new equipment and site renovations are needed citywide. Playpower, Inc. is a fully-integrated manufacturer of commercial playground equipment, water play and aquatic equipment, site amenities, and outdoor fitness equipment. PlayPower, Inc. will provide full-service renovations/replacements of playgrounds, water play and aquatic equipment, site amenities, and outdoor fitness equipment citywide on an as-needed basis.

Previous Related Council Action

There is no previous related Council action.

Community Benefit/Public Involvement

Installing new playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment in our parks, recreational facilities, aquatics centers, and splash pads is necessary as we strive to provide a welcoming, clean, and safe environment for Glendale residents.

Fiscal Impact

Fiscal Year: FY2025-26
Fiscal Year Amount Requested: \$300,000
Budgeted Y/N?: Y
Account: Various
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2025-26 Parks and Recreation budget. Expenditures with Playpower, Inc. dba Miracle Recreation Equipment Company are not to exceed \$2,000,000 for the entire term of the Agreement. Expenditures in future fiscal years are contingent on Council budget approval.

Attachments

Agreement with Playpower, Inc.

How was the item procured: Linking Agreement

Explanation: Sourcewell

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PLAYPOWER, INC.
FOR**

**PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND
OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and Playpower, Inc., a North Carolina corporation, doing business as Miracle Recreation Equipment Company, a foreign corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On January 6, 2026, Playpower, Inc., a member of the Sourcewell government and service purchasing cooperative, entered into a contract with Contractor to purchase the goods and services described in the Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with Related Accessories and Services, Contract No. 101625-PLP (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was January 6, 2026, until the date the contract terminates on December 17, 2029, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond December 17, 2032. The initial period of this Agreement is the period from the Effective Date of this Agreement until December 17, 2029.

- B. The City may extend the term of this Agreement for three (3) additional one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two million dollars (\$2,000,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

- c. 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.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Heidi Barriga, Deputy Director
5959 W. Brown Street, 2nd Floor
Glendale, AZ 85302
hbarriga@glendaleaz.com

and

Rich Albright, Vice President/General Manager
Playpower, Inc.
11515 Vanstory Dr., Ste. 100
Huntersville, NC 28078
rich.albright@playpower.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:

Patrick S. Banger
City Manager

"Contractor"

Playpower, Inc,
an Iowa corporation

By:

Name: Rich Albright,
Title: Vice President/General Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PLAYPOWER, INC.
FOR
PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND
OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**

**EXHIBIT A
SOURCEWELL GOVERNMENT AND SERVICE
COOPERATIVE PURCHASING AGREEMENT FOR PLAYPOWER, INC.
CONTRACT NO. 101625-PLP**

EXHIBIT A

101625-PLP

**MASTER AGREEMENT #101625**

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
 - a) **Playground Equipment**

and at least one of the following:
 - b) Water Play or Aquatic Equipment);
 - c) Outdoor Site Amenities and Furnishings; and
 - d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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 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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement or other 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

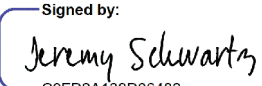
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

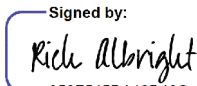
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

PlayPower, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/6/2026 | 6:09 PM CST

Signed by:

 056F545DA18B46C...
 By: _____
 Rich Albright
 Title: Vice President/General Manager
 Date: 1/6/2026 | 1:20 PM CST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: PLAYPOWER, INC.
Does your company conduct business under any other name? If yes, please state: NC
Address: 11515 VANSTORY DR. STE 100
HUNTERSVILLE, NC 28078
Contact: Inc. PlayPower
Email: brandy.clory@playpower.com
Phone: 417-354-2509
Fax: 417-354-2509
HST#: 43-1681424

Submission Details

Created On: Wednesday September 10, 2025 15:15:48
Submitted On: Thursday October 16, 2025 15:36:32
Submitted By: Inc. PlayPower
Email: brandy.clory@playpower.com
Transaction #: 743a84e3-e5ef-4b4d-95b7-312a3eefdb18
Submitter's IP Address: 147.243.172.231

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PlayPower, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXA2D8BM6 PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8 Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7 E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNGH6RGU5 Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7 Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11 Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5 No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75	*

5	Provide your NAICS code applicable to Solutions proposed.	Below are the codes noted on our SAM registrations. 238990 - All Other Specialty Trade Contractors 314999 - All Other Miscellaneous Textile Product Mills 332311 - All Other Miscellaneous Textile Product Mills 326199 - All Other Plastics Product Manufacturing 332312 - Fabricated Structural Metal Manufacturing 334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use 336611 - Ship Building And Repairing 337127 - Institutional Furniture Manufacturing 339920 - Sporting And Athletic Goods Manufacturing 339999 - All Other Miscellaneous Manufacturing 423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers 488310 - Port And Harbor Operations 488390 - Other Support Activities For Water Transportation 561210 - Facilities Support Services 713930 - Marinas 713940 - Fitness And Recreational Sports Centers 713990 - All Other Amusement And Recreation Industries	
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
7	Proposer website address (or addresses):	www.PlayPower.com	*
8	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):	W. Todd Brinker Senior Vice President, Commercial Growth 11515 Vanstory Drive #100, Huntersville, NC 28078 Phone: 704-576-7928	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brandy D. Clory PlayPower Contracts Manager 878 E Highway 60 Monett, MO 65708 Phone: 417-354-2509	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maura Garcia – EZ Dock Phone: 417 -737-2110 Email: maura.garcia@playpower.com Brett Kidd - Little Tikes Commercial Phone: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Email: Mike.Sutton@playpower.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Brandy Clory – PlayPower Inc Phone: 417-354-2509 Email: brandy.clory@playpower.com Rich Albright - Soft Play Phone: 929-496-8897 Email: Rich.albright@playpower.com Whitney Klen – USA Shade & Wabash Valley Phone: 512-915-7800 Email: whitney.klen@USA-Shade.com Michele Munson – No Fault LLC Phone: 225-247-7449 Email: Michele.munson@nofault.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations. PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland. PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide. PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun! PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders. PlayPower VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement. PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: Miracle Recreation Equipment Company Little Tikes Commercial Playworld Wabash Valley EZ Dock USA Shade & Fabric Structures Soft Play/Playtime No Fault Tayplay HAGS PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
12	What are your company's expectations in the event of an award?	Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team. Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault. We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed \$60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PlayPower is a company with more than \$500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn & Co, with \$8B in assets under management. Please see https://littlejohnllc.com/ for additional details. However, it was announced in a press release on September 15, 2025 that Littlejohn & Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025. Press release can be found here: https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/. Platinum has more than \$50B in assets under management. More details can be found through their direct website here: https://www.platinumequity.com/.	*
14	What is your US market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.	*
18	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.	PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcwell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcwell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: https://ipema.org/certified-product/.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024	*
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%	*
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PlayPower currently holds an active Sourcwell contract which has an average annual sales of approximately \$57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately \$4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately \$2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately \$50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately \$200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcwell contract.	*
24	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?	Our USA Shade brand is the only PlayPower brand in our Sourcwell contract with an active GSA contract in which they have an average annual sales of approximately \$250,000 per year.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703	*
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500	*
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell 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 *
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26	Sales force.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

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.	PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at https://playpower.com/. Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at info@playworld.com for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at https://playworld.com. Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at https://www.miracle-recreation.com/contact/ for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at https://www.miracle-recreation.com/. Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at https://response.littletikescommercial.com/contactus or by email at lrc_customer_care@playpower.com to reach our Little Tikes Technical Support team or info@lrcps.com for basic information. For more information, please visit the Little Tikes website at https://littletikescommercial.com/. Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at WVMSales@WabashValley.com. For more information, please visit the Wabash Valley website at https://wabashvalley.com/. EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at https://www.ez-dock.com/contact-form/. For more information, please visit the EZ Dock website at https://www.ez-dock.com/. USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at https://www.usa-shade.com/contact-us/. For more information, please visit our USA Shade website at https://www.usa-shade.com/. No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at https://response.nofault.com/contactus. For more information, please visit our No Fault website at https://nofault.com/. Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at https://www.softplay.com/contact-us/. For more information, please visit our Soft Play website at https://www.softplay.com/.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas of the United States and Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans. Details of those programs are as follows: CATALOGS / BROCHURES: - Sourcewell Brochures - We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events. - These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives. - Full Catalogs - Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January. - Information regarding the Sourcewell contract is included within each new catalog that we develop annually. WEBSITES: - We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below: - Miracle: https://www.miracle-recreation.com/planning/our-partners/sourcewell/ - Little Tikes Commercial: https://littletikescommercial.com/sourcewell/ - Playworld: https://playworld.com/sourcewell/ - No Fault: https://nofault.com/resources/ - EZ Dock: https://www.ez-dock.com/resources/njpa/ - USA Shade: https://www.usa-shade.com/about-us/contracts-affiliations/ EMAIL / PR: - Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication. SOCIAL MEDIA: Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn. TRADE SHOWS: - As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures. - Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA & ASLA annual tradeshow/conferences, along with several other national trade shows, and hundreds of state and local trade shows. SALES TOOLS / TRAINING: - Brand-specific PowerPoint & Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives. - Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs. - Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services. *Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including: - Brand specific websites, on partner and funding pages - Email marketing campaigns - Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn. However, we also maintain promotional videos for each of our brands on YouTube as well. - Geotargeting campaigns promoting our Sourcewell contract

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.	*
42	Describe any technological advances that your proposed Solutions offer.	ENGINEERING & DESIGN: Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production. MATERIALS & INNOVATION: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below: PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community. Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.	

Our new PlayHills™ products provide our customers with a modern take on traditional hill play. PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together.

We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Ni-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence.

We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security.

Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy.

Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature.

Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together.

We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships.

With our new Physics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories.

Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes.

We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support.

Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered.

We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.

		Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground. Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space. Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint. - PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards - Other environmental initiatives: - All packing and shipping materials are 100% recyclable. - Recycling 95%+ of our waste. - Many of our raw materials contain 25% to 100% recycled content. - Reduced energy usage through conservation and lean manufacturing implementation. - Audits material content and operations for safety and environmental concerns *Please also see PlayPower sustainability brochure included with this RFP*	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.	*

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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?

CUSTOMER CONVENIENCE:

PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process.

INCLUSIVITY & CUSTOMIZATION:

We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent.

Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together. PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects.

QUALITY PRODUCTS:

PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:

- Powder-coating paint system
- Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs
- Rotational molding machines, including the largest in our industry-- which provide the capacity for more innovative and fun products
- Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste.
- Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs
- MIG/TIG weld stations
- Robotic welding
- Waterjet cutting
- Fiberglass fabrication
- Custom manufacturing – one of only a few playground manufacturers in the world to offer this
 - In-house CAD design team to help create your dream playground
 - All PlayPower representatives and installers are factory trained and certified
 - PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies
 - PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood hemed, etc.
 - We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts.

PRODUCT SAFETY:

Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities.

Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both

		injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to https://ipema.org. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at https://ipema.org/. CONTINUING EDUCATION: PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA). FINANCING: Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets ECONOMIC IMPACT: Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing. COMMITMENT & REPUTATION PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,	As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing

technician travel, and geographic locations covered.	excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand. If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf. If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf. If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the
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terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf.

If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (<https://nofault.com/about/manufacturing-and-warranty/>).

At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (<https://www.usa-shade.com/resources/warranty/>). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (<https://www.usa-shade.com/contact-us/>), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase.

Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://wabashvalley.com/pages/warranty>.

EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf>.

If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information <https://www.softplay.com/>.

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety & ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved. Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces. Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: https://littletikescommercial.com/unlimited-play/ Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit https://www.miracle-recreation.com/best-buddies Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit https://playworld.com/inclusive-play/ Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at https://nofault.com/about/inclusion/ PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: https://playpower.com/continuingeducation/
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: https://littletikescommercial.com/about/materials-manufacturing-process/ At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by

organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: <https://www.miracle-recreation.com/about-us/our-innovative-difference/>

Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: <https://playworld.com/craftsmanship/>

No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: <https://nofault.com/about/manufacturing-and-warranty/>.

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☒ Yes ☐ No	Details are below.
53		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Representative Business Name: Hasley Recreation, Inc. Territories Served: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
54		Women Business Enterprise (WBE)	☒ Yes ☐ No	Representative Business Name: Webuildfun, Inc Territories Served: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Site Specifics LLC Territories Served: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Miracle of KY & TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Hasley Recreation, Inc. Territories Served: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
55		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A
56		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Representative Business Name: Playworx Territories Served: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial
57		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A

58		Small Business Enterprise (SBE)	☒ Yes ☐ No	Representative Business Name: All Inclusive Rec LLC Territories Served: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Creative Recreation LLC Territories Served: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Park Place Recreation Designs, Inc. Territories Served: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Garrett & Company, Inc. DBA Garrett Parks & Play Territories Served: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Playworx Territories Served: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Miracle of KY & TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*
59		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
60		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Representative Business Name: Miracle of KY & TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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61	Describe your payment terms and accepted payment methods.	We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcwell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcwell participating agencies with locating their local representative/distributor: - Miracle's Rep Locator can be found here: https://www.miracle-recreation.com/contact/rep-locator/ - Little Tikes Rep Locator can be found here: https://littletikescommercial.com/find-a-rep/ - Playworld's Rep Locator can be found here: https://playworld.com/find-representative/ - EZ Dock's Rep Locator can be found here: https://www.ez-dock.com/find-a-dealer/ - USA Shade's Rep Locator begins at this link: https://www.usa-shade.com/request-a-quote/ - Wabash Valley's Rep Locator begins at this link: https://wabashvalley.com/pages/contact - No Fault's Rep Locator can be found here: https://nofault.com/find-a-rep/ - Soft Play's Rep Locator begins at this link: https://www.softplay.com/contact-us/ Sourcwell members will also have a designated PlayPower contact for questions regarding our Sourcwell contract. Should questions arise, they can reach out to PlayPower's designated Sourcwell Contracts Manager, Brandy Clory, at brandy.clory@playpower.com for assistance. PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.
62	Describe any leasing or financing options available for use by educational or governmental entities.	If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcwell agencies with a complete suite of finance solutions. NCL is the only Sourcwell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcwell contract #092424-NCL) and is an industry expert in municipal financing solutions The NCL website can be found here: https://nclgovcap.com/sourcwell/. NCL offers leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL. To further assist our customers, we have noted links to our funding / financing resources within each brand's website: - Miracle: https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/ - Little Tikes Commercial: https://littletikescommercial.com/funding/financing/ - Playworld: https://playworld.com/financing/ - Soft Play: https://www.softplay.com/resources/capabilities/financing/ - EZ Dock: https://www.ez-dock.com/contact-form/ - Wabash Valley: https://wabashvalley.com/pages/contact - No Fault: https://nofault.com/resources/ - USA Shade: https://www.usa-shade.com/resources/funding/
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety

(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.

surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy.

- Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alternation of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory.

- PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties.

- Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice.

- A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.

		- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	
64	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?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$50,000 so the real benefits of P-card would not be recognized.	*
65	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.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
66	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.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): - \$1,500,000 to \$2,999,999 = 1% rebate - \$3,000,000 to \$4,999,999 = 2% rebate - \$5,000,000 and up = 3% rebate	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.	*

69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal. Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcewell agencies during the quoting process.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcewell member during the quote process. Orders will not be processed without first notifying the Sourcewell member of the associated cost of freight.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcewell members, but they also preserve the integrity of their equipment / materials during transport.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance. Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. Sourcewell sales tracking is included in PlayPower's corporate budgeting process. PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsite Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to: a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	☐ Yes ☒ No	See comments below.

80	Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	☐ Yes ☒ No	See comments below.	*
81	Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to: a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	☐ Yes ☒ No	See comments below.	*
82	Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to: a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).	☒ Yes ☐ No	PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcwell members how powerful play can be!	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	☒ Yes ☐ No	In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
 - [WMBE/MBE/SBE or Related Certificates](#) - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
 - [Standard Transaction Document Samples](#) - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Brandy Clory, Contracts Manager, PlayPower 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 obligations contemplated in the solicitation proposal.

☐ 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 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	☒	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	☒	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	☒	2

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PLAYPOWER, INC.
FOR**

**PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND
OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**

**EXHIBIT B
Scope of Work**

In accordance with the terms and conditions of this Agreement and the Sourcewell Cooperative Purchasing Agreement for PlayPower, Inc, Contract No. 101625-PLP, for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with Related Accessories and Services, the City is retaining Playpower, Inc., for the purchase and installation of playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment and related accessories and services, for citywide parks, recreation facilities, and splash pads on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PLAYPOWER, INC.
FOR**

**PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND
OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and pricing for compensation will be based on the Sourcewell Cooperative Purchasing Agreement with PlayPower, Inc., Contract No. 101625-PLP, for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with Related Accessories and Services.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$2,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Goods and services shall be purchased in accordance with the terms, conditions, and rates as set forth in the Sourcewell Cooperative Purchasing Agreement, Contract No. 101625-PLP, for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with Related Accessories and Services.

Projects shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

Once the project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Sourcewell contract number;
- e. Purchase Order number;
- f. Invoice number and date;
- g. Payment terms;
- h. Date of service or delivery;

- i. Description of materials or services provided;
- j. If materials provided, the quantity delivered and pricing of each unit;
- k. Site name(s) and service addresses associated with the contract;
- l. Applicable taxes;
- m. Total amount due.



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
 SUBMITTED FOR: Djordje Pavlovic, Director
 DEPARTMENT: Engineering

Subject

RESOLUTION NO. R26-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE THUNDERBIRD PARK WATER CONNECTION.

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the execution of an Intergovernmental Agreement (IGA) between the City of Glendale and the City of Phoenix for planned water and sewer utility services for the Thunderbird Park restroom located near the 55th Avenue and Pinnacle Peak Road Park entryway. This Agreement's initial term is 10 years from the Effective Date.

Background

One of the major elements to the Thunderbird Conservation Park Improvements project is the installation of a new restroom facility at 55th Ave and Pinnacle Peak trail head. Currently, there is no City of Glendale water or sewer services in this immediate area. It was identified through a prior study that the most cost-effective way to bring water and sewer services to this specific City park amenity would be to connect through a City of Phoenix water and sewer infrastructure located in Pinnacle Peak Road, adjacent to the 55th Ave site.

On October 28, 2025, Council adopted Resolution R25-105 entering into an IGA with the City of Phoenix to acquire water and sewer service for the new restroom at the 55th Avenue and Pinnacle Peak parking lot area. The City of Phoenix requested several edits to the agreement after the approval of the resolution, which have been reviewed and found to be acceptable. This council action will adopt a new resolution replacing the existing R25-105 to approve entering into the revised agreement.

Analysis

Thunderbird Conservation Park is a 1,185-acre natural preserve located in the Hedgpeth Hills, dedicated to the protection and appreciation of the desert environment. The hills are named after Robert Hedgpeth, an early homesteader in the area. The park itself was named in honor of the nearby World War II pilot training facility, located approximately four miles to the south.

Currently, the Thunderbird Conservation Park – CIPPK19077 is in the City's adopted Capital

Improvement Plan in the amount of \$21M, funded with Open Space/Trail Conservation General Obligation Bonds. The project will include various elements such as updated trailheads, new infrastructure including new restrooms, new drinking fountains, newly designed parking lots, ramadas, fencing and overall trail signage.

Previous Related Council Action

On October 28, 2025, Council adopted Resolution R25-105 to approve entering into an IGA with the City of Phoenix for the Thunderbird Park water connections.

Community Benefit/Public Involvement

Providing a new landscape plan and park amenities for the community encourages outdoor play for children and adults and allows the opportunity to increase social interactions within the community.

Attachments

R26-16

IGA with City of Phoenix

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

RESOLUTION NO. R26-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE THUNDERBIRD PARK WATER CONNECTION.

WHEREAS, on October 28, 2025, City council adopted Resolution R25-105 approving the entering into of an Intergovernmental Agreement with the City of Phoenix (C25-1195) for water and sewer connections for the Thunderbird Conservation Park outside of Phoenix's service area but within Glendale's service area; and

WHEREAS, Phoenix requested changes to the Agreement prior to Phoenix City Council approval, as shown in the attached Exhibit 1, thereby deeming the previously adopted Agreement null and void; and

WHEREAS, the City of Glendale and the City of Phoenix wish to enter into the revised Agreement to provide water and sewer connections for the park outside of Phoenix's service area but within Glendale's service area.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with City of Phoenix for the Thunderbird Park Water Connection be executed.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

(Signatures on the next page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of March, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

Exhibit 1

Summary of changes to previously approved Intergovernmental Agreement between the City of Phoenix and the City of Glendale for Thunderbird Park Water Connection, Glendale Contract C25-1195 (changes shown in blue):

This Intergovernmental Agreement ("Agreement") is entered into as of _____, 2025~~6~~ ("Effective Date"), by and between the **City of Phoenix** ("**Phoenix**"), an Arizona municipal corporation, and the **City of Glendale** ("**Glendale**"), an Arizona municipal corporation. Phoenix and Glendale are sometimes referred to collectively as "**Parties**" and individually as a "**Party**."

D. On _____, 2025~~6~~, the Phoenix City Council approved Ordinance S-xxxxx as required by ARIZ. REV. STAT. § 11-952(F), which authorizes Phoenix's City Manager to enter into this Agreement. On _____, 2025~~6~~, Glendale similarly acted to authorize execution of this Agreement by enacting [Ordinance/Resolution Type/Number].

2.1. Early Termination. Either Party may terminate this Agreement without cause upon providing two (2) years prior written notice of such termination to the other Party. This Agreement will terminate two (2) years from the date of the delivery of such notice to the other Party. Unless otherwise terminated for cause as provided set forth in this Agreement (including but not limited to Sections 3.5 and 8), this Agreement will remain in effect for the period of years set forth in Section 2.

3.1. Restroom Water and Sewer. Phoenix will provide two water connections for one 1.5-inch and one 2-inch meter at the Points of Delivery (downstreamoutlet side of the meters) at the Park (the "**Park Connections**"). In addition, Phoenix will provide one 6-inch sewer tap at the Point of Discharge at the Park (the "**Park Discharge**"). The Park Connections and Park Discharge are depicted in **Exhibit A**. Glendale acknowledges and agrees that water from the Park Connections must be used only for landscape and domestic purposes (restroom, snack bar, janitorial) and not for fire protection. Glendale shall apply for (including payment of permit fees) and obtain permits from the Phoenix Water Services Department, and Phoenix will supply and install the meters and sewer tap, with Glendale completing the connection at the Points of Delivery and Point of Discharge. Glendale agrees that no additional connections are contemplated under this Agreement, and this Agreement sets forth the entire understanding of the Parties with respect to the Park Connections and Park Discharge. Phoenix's obligations under this Agreement terminate at the Points of Delivery and at the Point of Discharge.

3.3. Phoenix Water and Sewer - Outside City Payment Method.

Glendale agrees to pay Phoenix for water metered at the Park Connections at the rate equivalent to the prevailing water rate charged customers outside the City of Phoenix as stated in Section 37-64 of the Phoenix City Code (as amended from time to time), along with the water environmental rate for ~~residential~~commercial users as stated in Section 37-133(a) of the Phoenix City Code (as amended from time to time). Glendale further agrees to pay Phoenix for the wastewater connection at the Park Discharge at the rate equivalent to the prevailing sewer rate charged public users~~customers~~ outside the City of Phoenix as stated in Section 28-39 of the Phoenix City Code (as amended from time to time), along with the wastewater environmental rate for public users as stated in Section 28-92 of the Phoenix City Code (as amended from time to time). Glendale shall also make payment of an in-lieu fee for the Park Connections and Park Discharge

7. Water Quantity and Quality Disclaimer. In connection with any water provided ~~by it~~ to Glendale under this Agreement, Phoenix makes no representations, warranties, or guarantees to Glendale regarding: (1) the flow rates of the water; (2) the pressure of water at the Park Connections; or (3) the quality of water, except that the water will meet applicable state and federal drinking water standards at the Points of

GLENDALE CONTRACT NO. _____

PHOENIX CONTRACT NO. _____

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE FOR THUNDERBIRD PARK WATER CONNECTION

This Intergovernmental Agreement (“Agreement”) is entered into as of _____, 2026 (“**Effective Date**”), by and between the **City of Phoenix** (“**Phoenix**”), an Arizona municipal corporation, and the **City of Glendale** (“**Glendale**”), an Arizona municipal corporation. Phoenix and Glendale are sometimes referred to collectively as “**Parties**” and individually as a “**Party**.”

RECITALS

A. Arizona Revised Statutes (“A.R.S.”) § 11-952(A) provides that cities may enter into intergovernmental agreements.

B. Phoenix and Glendale have entered into intergovernmental agreements for the treatment and transport of domestic water as between them and have constructed connections between the respective water distribution systems in furtherance of those intergovernmental agreements.

C. Glendale desires that Phoenix provide water and sewer connections for Glendale’s Thunderbird Conservation Park (the “**Park**”) outside of Phoenix’s service area but within Glendale’s service area, and Phoenix is amenable to providing such connections pursuant to the terms of this Agreement.

D. On _____, 2026, the Phoenix City Council approved Ordinance **S-xxxxx** as required by ARIZ. REV. STAT. § 11-952(F), which authorizes Phoenix’s City Manager to enter into this Agreement. On _____, 2026, Glendale similarly acted to authorize execution of this Agreement by enacting **[Ordinance/Resolution Type/Number]**.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals/Captions. The Parties acknowledge that the recitals set forth above are true and correct and are incorporated into this Agreement by reference. The captions in this Agreement are merely for reference, and not to construe or limit the text.

2. Term. This Agreement’s initial term is **10 years** from the Effective Date. Upon mutual agreement and formal written amendment executed prior to expiration of the initial term, the Parties may renew this Agreement for one additional **10-year term**.

2.1. Early Termination. Either Party may terminate this Agreement without cause upon providing two (2) years prior written notice of such termination to the other Party. This Agreement will terminate two (2) years from the date of the delivery of such notice to the other Party. Unless otherwise terminated for cause as provided in this Agreement (including but not limited to Sections 3.5 and 8), this Agreement will remain in effect for the period of years set forth in Section 2.

3. PARK WATER AND SEWER CONNECTIONS

3.1. Restroom Water and Sewer. Phoenix will provide two water connections for one 1.5-inch and one 2-inch meter at the Points of Delivery (outlet side of the meters) at the Park (the “**Park Connections**”). In addition, Phoenix will provide one 6-inch sewer tap at the Point of Discharge at the Park (the “**Park Discharge**”). The Park Connections and Park Discharge are depicted in **Exhibit A**. Glendale acknowledges and agrees that water from the Park Connections must be used only for landscape and domestic purposes (restroom, snack bar, janitorial) and not for fire protection. Glendale shall apply for (including payment of permit fees) and obtain permits from the Phoenix Water Services Department, and Phoenix will supply and install the meters and sewer tap, with Glendale completing the connection at the Points of Delivery and Point of Discharge. Glendale agrees that no additional connections are contemplated under this Agreement, and this Agreement sets forth the entire understanding of the Parties with respect to the Park Connections and Park Discharge. Phoenix’s obligations under this Agreement terminate at the Points of Delivery and at the Point of Discharge.

3.2. Legal Compliance. Glendale must follow all applicable state and federal laws and regulations applicable to water and sewer at the Park after the Points of Delivery and before the Point of Discharge, all at Glendale’s own cost and expense. Without limiting the foregoing, Glendale specifically acknowledges and agrees that it shall be responsible for any regulatory compliance required under the Arizona Groundwater Code and Management Plans adopted pursuant thereto with respect to water and sewer use at the Park.

3.3. Phoenix Water and Sewer - Outside City Payment Method. Glendale agrees to pay Phoenix for water metered at the Park Connections at the rate equivalent to the prevailing water rate charged customers outside the City of Phoenix as stated in Section 37-64 of the Phoenix City Code (as amended from time to time), along with the water environmental rate for commercial users as stated in Section 37-133(a) of the Phoenix City Code (as amended from time to time). Glendale further agrees to pay Phoenix for the wastewater connection at the Park Discharge at the rate equivalent to the prevailing sewer rate charged public users outside the City of Phoenix as stated in Section 28-39 of the Phoenix City Code (as amended from time to time), along with the wastewater environmental rate for public users as stated in Section 28-92 of the Phoenix City Code (as amended from time to time). Glendale shall also make payment of an in-lieu fee for the Park Connections and Park Discharge equivalent to the

applicable impact fees under Phoenix City Code Chapter 29. The in-lieu payments shall be due and collected prior to issuance of the permits and installation of the meters.

3.4. Attribution of Sewer Flow. Acceptance by Phoenix of sewer flows from the Park pursuant to this Agreement will not result in Glendale acquiring any right of claim to capacity ownership in Phoenix's sewer system, nor will that volume of sewer flow be attributed to Glendale for any purpose in connection with the rights and obligations of the Parties under the Multi-City SROG Agreement No. 22699, as amended. Upon acceptance by Phoenix at the Point of Discharge, the entire volume of sewer flow commingles with and becomes a part of Phoenix's sewer system flow for all purposes. Notwithstanding the preceding, Glendale agrees and acknowledges that the sewer connection and Point of Discharge is made available subject to Glendale's consent to and compliance with the requirements of Phoenix City Code Chapter 28, Articles II and X, including but not limited to Section 28-8 (as amended from time to time).

3.5. Total Flow Limitation. Notwithstanding any other provision of this Agreement, Glendale agrees and acknowledges that total metered flow at the Park Connections must not exceed twelve (12) acre-feet on a rolling twelve (12) month basis (the "**Rolling Limit**"). In the event Glendale exceeds the Rolling Limit, Phoenix may, after providing ten (10) days advance written notice to Glendale, temporarily suspend deliveries under this Agreement until such time as the rolling balance falls below the Rolling Limit of twelve (12) acre feet, plus one additional billing month. In the event Glendale exceeds the Rolling Limit more than once in any two-year period, Phoenix may terminate this agreement in its entirety, subject to providing Glendale thirty (30) days written notice of such termination. All water quantities delivered in any billing cycle during which the Rolling Limit is exceeded shall be subject to an additional fifty percent (50%) surcharge.

4. Monthly Invoice. Phoenix will invoice Glendale for water each month. Glendale must pay its monthly bill within 30 calendar days of the invoice's date of print.

4.1. Late Payment. If Glendale does not timely pay its monthly bill, Phoenix will charge Glendale interest—as calculated from the prime rate plus 2 percent per annum—prorated and compounded daily until Glendale makes payment to Phoenix of the owed principal (plus interest) in full.

4.2. Bill Dispute. If Glendale disputes any portion of its bill, it must pay the disputed amount under protest when due and include with its payment the protest's basis in writing. Phoenix will review the protest within 30 days of receipt, and if Phoenix finds the protest valid, then Phoenix will refund to Glendale the overpayment, plus interest—as calculated from the prime rate plus 2 percent per annum—prorated and compounded daily until Phoenix makes payment to Glendale of the refunded overpayment (plus interest) in full. In the event Phoenix does not agree with Glendale's dispute, the Parties will resolve the matter through the Dispute Resolution provisions in

Section 11.

5. Suspension.

5.1. Delinquent Bill. Phoenix may suspend all flow at the Park Connections under this Agreement if Glendale fails to pay any delinquent bill within 30 days of receiving written notice of the delinquency. Phoenix will suspend flows to Glendale so long as the delinquent bill (plus interest) remains unpaid. Phoenix reserves the right to pursue all legal and equitable remedies available by law to collect on delinquent amounts.

5.2. Bad Meter. If the metering fails or stops recording, the Parties—for billing purposes— will estimate water use based on the applicable period during the prior year of deliveries (or such time period as is available).

5.3. Other Causes. Phoenix may also suspend flow under this Agreement: (1) immediately in the event of any emergency applicable to Phoenix; (2) with 30 days' notice in the event of drought or other water shortage, as determined by Phoenix in its sole and absolute discretion; (3) with 45 days' notice for purposes of routine maintenance and repair; or (4) with 60 days' notice for any other non-emergency purposes if Phoenix, in its sole and absolute discretion, determines that the water demands of Phoenix's customers require suspension of delivery to Glendale. Phoenix will make reasonable efforts to restore flow at the Park Connections under this Agreement (except in the event of drought or other water shortage) given the then existing circumstances and conditions and its obligations to City of Phoenix customers. Notwithstanding all of the preceding, Glendale agrees and acknowledges that Phoenix does not warrant or guarantee that flows at the Park Connections will be free from diminution, fluctuation or interruption.

6. Phoenix Priorities.

6.1. No Responsibility. Phoenix's obligations to Glendale under this Agreement are subordinate to Phoenix's paramount duty to serve its own customers.

6.2. No Liability. The Park Connections and Park Discharge are being provided by Phoenix to Glendale under this Agreement without special rights or remedies. Phoenix is not liable to Glendale for any claim, demand, loss, or damage of any nature or character whatsoever due to—or arising out of—any failure, diminution, fluctuation or interruption of flows under this Agreement.

7. Water Quantity and Quality Disclaimer. In connection with any water provided to Glendale under this Agreement, Phoenix makes no representations, warranties, or guarantees to Glendale regarding: (1) the flow rates of the water; (2) the pressure of water at the Park Connections; or (3) the quality of water, except that the water will meet applicable state and federal drinking water standards at the Points of Delivery (including without limitation any standards set under the 1974 Safe Drinking

Water Act as amended) and it has the same general quality of water that Phoenix delivers to its own retail customers.

8. Agreement Termination. If Phoenix has suspended flow under this Agreement for at least 30 consecutive days for Glendale's nonpayment of a delinquent bill—or if Glendale has not cured its breach of any other provision of this Agreement (i.e., any breach except Glendale's nonpayment of an amount due) for at least 30 consecutive days after receiving notice of that breach from Phoenix—then Phoenix may (in addition to its other remedies under this Agreement, by law, or in equity) terminate this Agreement upon 10 days' written notice to Glendale.

9. Valve-Off or Sever. Upon expiration or termination of this Agreement, Glendale, at its own cost and expense, will valve-off or sever the connections to Phoenix's water and wastewater systems in a good and workmanlike manner immediately, unless the Parties agree otherwise in writing.

10. Indemnity. 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 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 directly caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers in the performance of its obligations set forth in this Agreement.

11. Dispute Resolution. Any dispute, controversy or claim (in each case "dispute") arising out of or relating to this Agreement or the subject matter of this Agreement, or the execution, validity, interpretation, implementation, breach or termination of this Agreement, that cannot be resolved by the Parties, shall be referred to binding arbitration within 15 days after written notice by one party to the other party with whom the first party has a dispute that the first party desires to arbitrate the dispute. Arbitration shall be subject to the following provisions:

11.1 All notices in connection with the arbitration, including the notice of arbitration and the response thereto, shall be served in the same manner as provided for notices generally under this Agreement.

11.2 The Parties shall agree upon and appoint a single arbitrator. The arbitrator shall decide the issues in dispute and the arbitrator's decision shall be final and binding on the Parties. If the Parties fail to agree on a single arbitrator within 30 days after notice of arbitration is given, either Party may petition either the American Arbitration Association ("AAA") or a court having jurisdiction to appoint the arbitrator. The AAA or court selection of an arbitrator shall be final and binding upon the Parties.

11.3 The individual appointed as arbitrator, before accepting the position of

arbitrator, shall set forth the basis for establishing his or her fees for the arbitration. Such basis shall be according to the reasonable rates for hourly fees charged by such individuals in the normal exercise of his or her profession, but may not exceed a reasonable hourly rate charged by attorneys of substantial experience in dispute resolution in metropolitan Phoenix, Arizona. The costs and fees of the arbitration proceeding shall be paid in equal shares by the Parties.

11.4 No later than 20 days after the appointment of the arbitrator, each Party shall present in writing to the arbitrator, with a copy to the other Party, such Party's statement of the facts and issues in dispute. The arbitration shall take place in metropolitan Phoenix, Arizona (unless otherwise agreed by the arbitrating parties and the arbitrator) at a time and place reasonably convenient for the Parties and the arbitrator. The arbitrator shall hold a hearing after such appointment, which hearing shall not be more than 60 days after the arbitrator's appointment, and notice of the hearing shall be given by the arbitrator to each Party at least 30 days prior to the hearing. The arbitrator may allow limited discovery. The arbitrator may extend the various deadlines herein by written notice to the Parties. Each Party shall present its evidence regarding the matters in dispute. The arbitrator shall accept such evidence, and make such other investigations, as justice requires, all as the arbitrator deems necessary or appropriate.

11.5 The arbitrator shall decide the issues submitted within 30 days after adjournment of the hearing. The arbitrator's decision in the arbitration shall be in writing and shall be signed by the arbitrator. If the Parties settle the dispute during the course of arbitration, the settlement shall be approved by the arbitrator on the request of either Party and shall become the award. The Parties consent to the concurrent jurisdiction of the United States District Court for the District of Arizona and the Superior Courts for the State of Arizona for the County of Maricopa for the confirmation or entry of judgment upon any award in arbitration. An award in arbitration or a judgment entered upon an award in arbitration may be enforced in any court of competent jurisdiction.

12. Pending Resolution. Pending the resolution of any dispute, the Parties will make payments and otherwise perform (to the extent legally permissible) in a manner consistent with this Agreement. Amounts paid—or water delivered—during the pendency of a dispute are subject to refund and adjustment upon final resolution of that dispute.

13. Notices. The Parties must prepare all notices, claims, requests, and demands in writing and serve them on the other party in person or by certified, postage-prepaid United States Mail (return receipt requested)—addressed as follows:

If to Phoenix:

City of Phoenix
Water Services Department
200 West Washington Street, 9th Floor
Phoenix, Arizona 85003
Attn: Water Services Director

If to Glendale:

City of Glendale
Water Services Department
7070 West Northern Avenue
Glendale, Arizona 85303
Attn: Water Services Director

14. Successors/Assigns. For this Agreement's covenants, Phoenix and Glendale bind themselves and their partners, successors, assigns, and legal representatives to the other. Phoenix and Glendale may not assign, sublet, or transfer their interest in this Agreement without the other's written consent.

15. Modification. No supplement, modification, or amendment of this Agreement's terms are effective unless in writing and signed by Phoenix and Glendale.

16. Conflict of Interest. The Parties may cancel this Agreement within three years under ARIZ. REV. STAT. § 38-511 (concerning officer/employee conflict-of-interest).

17. No Third-Party Beneficiaries. Nothing in this Agreement gives any rights or benefits to anyone but Phoenix and Glendale. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of Phoenix and Glendale—and no other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

18. Non-Severability. If any provision or application of this Agreement is invalid, illegal, or unenforceable, then the Agreement's remainder remains unaffected and enforceable to the fullest extent permitted by law.

///

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and agents on the day and year last written below.

**City of Phoenix,
an Arizona municipal corporation**

**City of Glendale,
an Arizona municipal corporation**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

City Clerk

City Clerk

**APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED
UNDER THE LAWS OF THE STATE OF ARIZONA TO THE RESPECTIVE CITIES.**

Assistant Chief Counsel

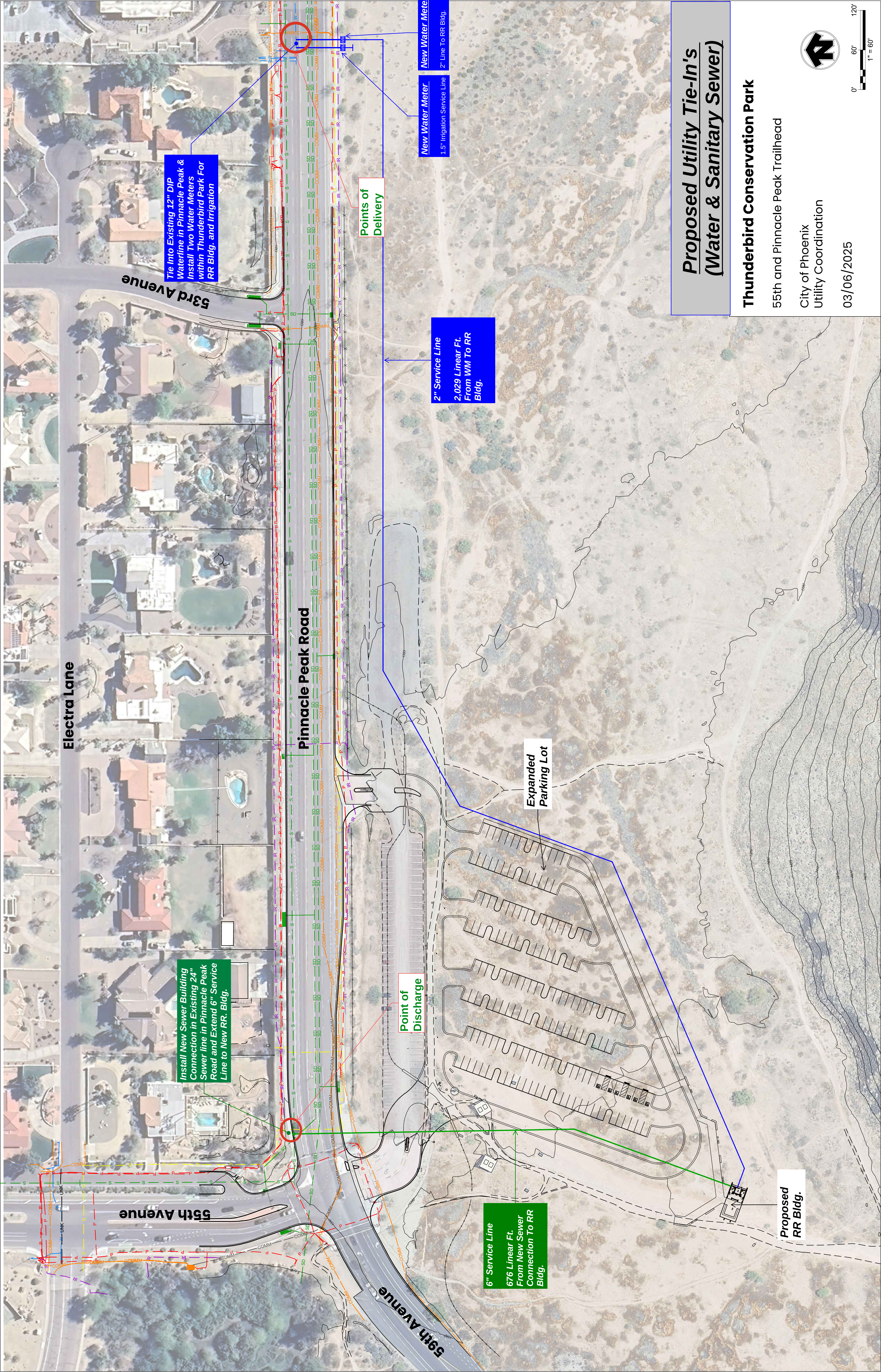
City Attorney

Date: _____

Date: _____

SLW:2201981

EXHIBIT A





CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Tangella Diaz, Admin
DEPARTMENT: Engineering

Subject

RESOLUTION NO. R26-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE OLIVE AVENUE 59TH AVENUE TO 67TH AVENUE STREET LIGHTING PROJECT.

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the acquisition of real property for the Olive Avenue from 59th Avenue to 67th Avenue Streetlight Project.

Background

The City of Glendale is currently entering into 100% design phase of CIPST23049 for the streetlight enhancement project. The Resolution will grant the City of Glendale staff to proceed with acquiring the necessary land rights associated with the CIP project.

Analysis

Approving the Resolution grants the City the authority to acquire the necessary right-of-way to accommodate the design of the streetlight project and will also grant the City of Glendale the condemning authority to ensure the project remains on schedule and within budget.

Previous Related Council Action

On June 10, 2025, the City Council adopted the FY2025-26 Capital Improvement Plan which included the Olive Avenue from 59th Avenue to 67th Avenue Streetlight project.

Community Benefit/Public Involvement

The project will add new streetlights along Olive Avenue not only to improve visibility for the traveling public but also bring the existing streetlights up to code.

Attachments

R26-17

Strategic Plan Connection:

Tier 1 Objective: Exempt

RESOLUTION NO. R26-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE OLIVE AVENUE 59TH AVENUE TO 67TH AVENUE STREET LIGHTING PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

WHEREAS, the Mayor and Council of the City of Glendale previously approved Capital Improvement Project CIPST23049 Olive Avenue 59th Avenue to 67th Avenue Street Lighting Project (the "Project"); and

WHEREAS, the Project will add streetlighting along Olive Avenue between 59th Avenue to 67th Avenue; and

WHEREAS, design plans for the Project Improvements are 100% complete and the City's design consultants have identified the portions of real property over which right of way will be required; and

WHEREAS, staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the right-of-way in fee, permanent right-of-way easements; Public Utility Easement and Temporary Construction Easements within the areas described and depicted in Exhibit "A" attached hereto as determined by the final engineering design plans and any personal property located within the right-of-way and easements being acquired that will need to be removed or that will be damaged to accommodate the Project Improvements. Written offers and purchase agreements for the real and personal property interests to be acquired shall be in a form approved by the City Attorney or designee; and

WHEREAS, the city of Glendale has considered alternatives available to it, has balanced the greater public good and the least private impact that will result from the City's acquisition of the real property interests necessary for the completion of the Project Improvements and, the removal of any personal property thereon if required to accommodate the Project Improvements; and

WHEREAS, the City of Glendale has determined that the acquisition of the right-of-way, permanent easements, temporary construction easements, and real property as described above within the areas described and depicted in Exhibit "A" hereto results in greater public good and the least private impact.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

1. The Council of the City of Glendale finds that the acquisition of right-of-way in fee, permanent right-of-way easements; Public Utility Easements and Temporary

Construction Easements within the areas described and depicted in Exhibit "A" attached hereto and any personal property located within the right-of-way and easements being acquired that will need to be removed or that will be damaged to accommodate the Project Improvements is needed for the completion of CIPST23049 Improvements Project and the securing of immediate possession of such real and personal property interests is for a necessary public purpose and is in the best interest of the citizens of the City of Glendale.

2. If city staff is not able to acquire the real and personal property interests needed for the completion of the Project Improvements by dedication donation, or purchase within a reasonable period of time, the City Attorney, or his designee is hereby authorized and directed to commence or cause the commencement of condemnation proceedings, through the exercise of the power of eminent domain, to acquire, in the name of the City of Glendale, the real and personal property interests needed for the construction of the Project Improvements and to secure immediate possession of such real and personal property interests. The City Attorney and/or his designee are further authorized and directed to undertake all actions and to perform all acts necessary in furtherance of the acquisition of such real and personal property interests.
3. The City Manager, or designee, are expressly authorized to take all actions and execute all documents necessary to acquire the real and personal property interests needed for the completion of CIPST23049 Olive Avenue 59th Avenue to 67th Avenue Street Lighting Project as authorized herein, and to carry out the intent of this Resolution.

Resolution R26-17 shall be effective upon the date of its adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of March, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

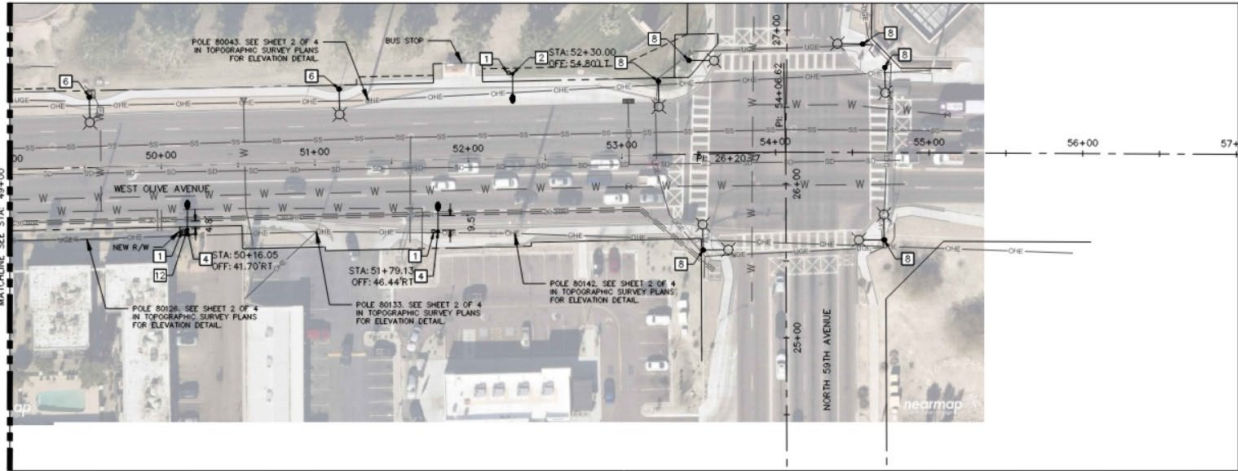
Michael D. Bailey, City Attorney

REVIEWED BY:

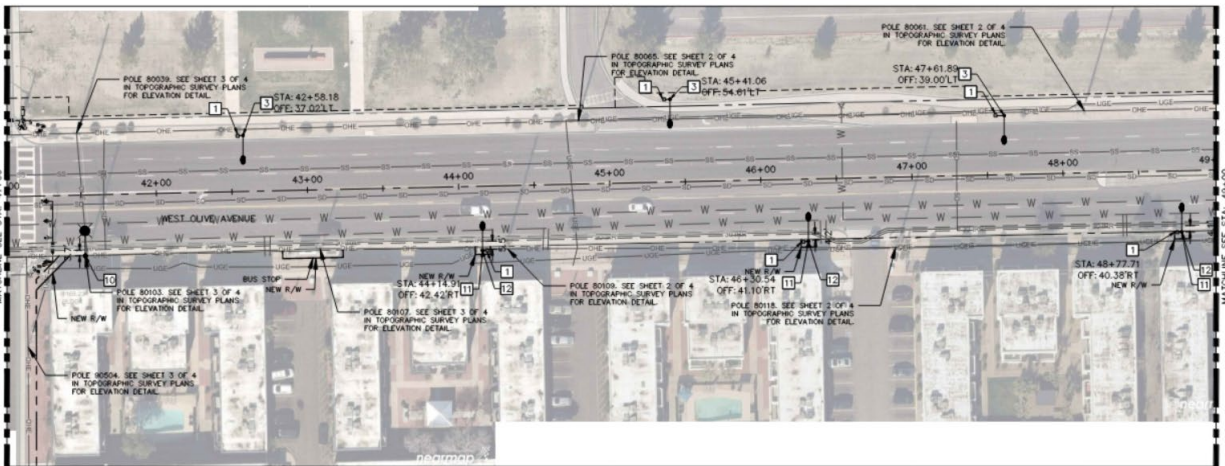
Patrick S. Banger, City Manager

EXHIBIT "A"

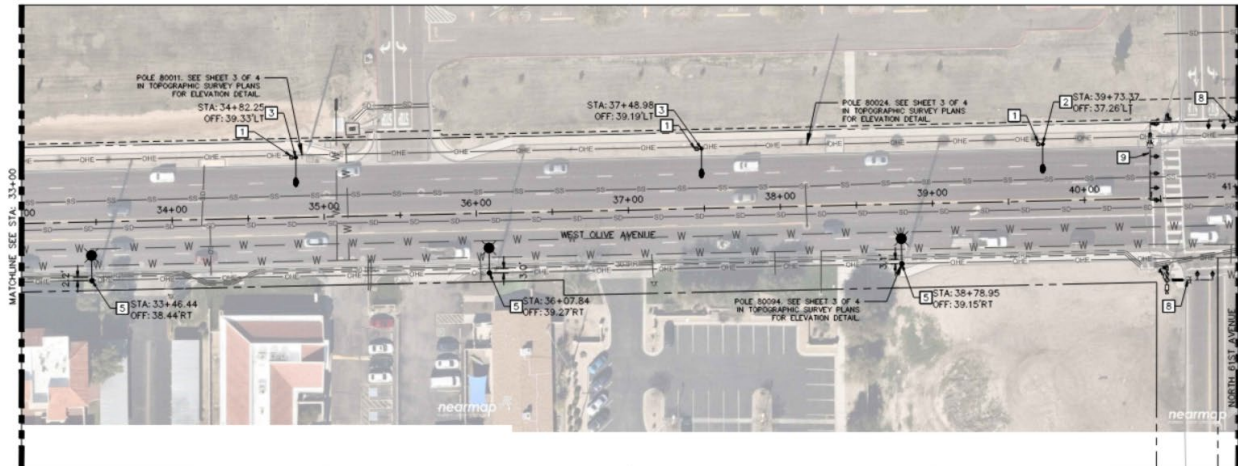
Right of Way Strip Map



OLIVE AVENUE STREET LIGHTING



OLIVE AVENUE STREET LIGHTING



OLIVE AVENUE STREET LIGHTING



CITY COUNCIL REPORT

MEETING DATE: 03/10/2026
SUBMITTED FOR: Mike Siewerth, Management Analyst
DEPARTMENT: Innovation and Technology

Subject

RESOLUTION NO. R26-18

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MEMORANDUM OF AGREEMENT BETWEEN THE ARIZONA NATIONAL GUARD CYBER JOINT TASK FORCE AND THE CITY OF GLENDALE INNOVATION AND TECHNOLOGY DEPARTMENT.

Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the Innovation & Technology department Chief Information Officer to complete and submit all the necessary documents regarding the Memorandum of Agreement between the Arizona National Guard Cyber Joint Task Force (AZNG CJTF) and the City of Glendale Innovation & Technology department.

Background

Under the authority of Title 26 of the Arizona Revised Statutes and at the direction of the Governor of the State of Arizona, the AZNG CJTF conducts comprehensive network and web assessments for state and local agency networks to evaluate the agency's cybersecurity posture.

Analysis

The AZNG CJTF services include various cybersecurity assessment activities that come at no cost to the City. By engaging in these assessments with AZNG CJTF, the City is able to review and improve its cybersecurity posture.

Community Benefit/Public Involvement

The Innovation & Technology department is committed to protecting the confidentiality, availability, and integrity of City data and systems. Engaging in cybersecurity assessments with AZNG CJTF provides the City with additional resources towards improving the City's cybersecurity posture.

Attachments

R26-18

Cover Page

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

RESOLUTION NO. R26-18

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MEMORANDUM OF AGREEMENT BETWEEN THE ARIZONA NATIONAL GUARD CYBER JOINT TASK FORCE AND THE CITY OF GLENDALE INNOVATION AND TECHNOLOGY DEPARTMENT.

WHEREAS, the Arizona National Guard Cyber Joint Task Force conducts comprehensive network and web application assessments, under Authority of Title 26 of the Arizona Revised Statutes, the Army National Guard Defensive Cyber Operations Element Concept of Operations, Joint Publication 3-12 Cyberspace Operation, and at the direction of the Governor of the State of Arizona; and

WHEREAS, the Arizona National Guard Cyber Joint Task Force conducts various assessments to evaluate the security posture when compared to best practices, regulations, policies and standards relating to cybersecurity; and

WHEREAS, engaging in assessments by the Arizona National Guard Cyber Joint Task Force comes at no financial obligation by the City; and

WHEREAS, the City of Glendale Department of Innovation and Technology finds that engaging in assessments with the Arizona National Guard Cyber Joint Task Force is in the best interest of the City.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale to authorize cybersecurity assessments with the Arizona National Guard Cyber Joint Task Force regarding the City of Glendale's cybersecurity posture.

SECTION 2. That the City Council authorizes and directs the City of Glendale Innovation & Technology Department Chief Information Officer to execute all documents necessary to enter into the Memorandum of Agreement on behalf of the City of Glendale.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of March, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

**THIS DOCUMENT IS CONFIDENTIAL AND ON FILE
WITH THE GLENDALE CITY CLERK'S OFFICE. IT
CONTAINS SENSITIVE INFORMATION RELATED TO
THE CITY OF GLENDALE INNOVATION AND
TECHNOLOGY DEPARTMENT AND IS NOT TO BE
RELEASED TO ANYONE OTHER THAN GLENDALE IT
DEPARTMENT STAFF**

**PLEASE CONTACT THE GLENDALE IT DEPARTMENT
FOR FURTHER INFORMATION**

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