



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, August 13, 2025. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 13 de Agosto del 2025. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S § 1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 13, 2025
6:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. § 38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation - National Senior Citizens Day August 21, 2025

5. B. Proclamation - Women's Equality Day August 26, 2025

5. C. Presentation of San Luis Police Department, Police Officers Arnaldo Acosta & Paul Monge, Transit Enforcement Officers Alexis Hernandez, Isaac Cortez, & Jesus Cardenas, and Communications Officer Eryx Zaragoza. **(Nigel Reynoso, Chief of Police)**

5. D. Presentation of Certificate of Accreditation to the San Luis Police Department by the Arizona Law Enforcement Accreditation Commission. **(Nigel Reynoso, Chief of Police)**

6. CONSENT AGENDA

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

6. A. MINUTES OF

- Regular Council meeting held July 9, 2025

6. B. DISBURSEMENTS

From July 23, 2025 to August 5, 2025

Total \$4,570,239.23

(Four Million, Five Hundred Seventy Thousand, Two Hundred Thirty-Nine Dollars and Twenty-Three Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization to approve Fiscal Year 2026 cumulative purchases for the Public Works Department. **(Angelica Cifuentes, Purchasing Coordinator & Jorge Perez, Assistant Director of Public Works)**

- 7. B.** Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford Explorer using Arizona Department of Public Safety Local Border Support Grant budgeted funds. **(Emmanuel Botello, Lieutenant)**
- 7. C.** Discussion and possible action on any and all matters regarding Order No. 2025-07. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the State Electronic Data Collection (SEDC) Grant by approving Contract #2025-SEDC-003 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Alan Guevara, Lieutenant)**
- 7. D.** Discussion and possible action on any and all matters regarding authorization for the purchase of ten (10) touchscreen mobile data computers using the Governor's Office of Highway Safety State Electronic Data Collection Grant Funds. **(Alan Guevara, Lieutenant)**
- 7. E.** Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2369. A Resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2025 Community Development Block Grant (CDBG) Regional Account funds (RA), certifying that said application meets the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said application. **(Armando Esparza, Director of Economic Development & Government Affairs)**
- A. Staff presentation
 - B. Open Public Hearing
 - C. Call to the public on this item
 - D. Close Public Hearing
 - E. Action on Resolution No. 2369
- 7. F.** Discussion and possible action on any and all matters regarding Resolution No. 2370. A resolution of the Mayor and City Council of the City of San Luis, Arizona, Yuma County, committing local funds as leverage for FY 2025 Community Development Block Grant Regional Account (CDBG-RA). **(Armando Esparza, Director of Economic Development & Government Affairs)**
- 8. SUMMARY OF CURRENT EVENTS**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).
- 9. ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 08/13/2025

Title:

Proclamation - National Senior Citizens Day August 21, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL SENIOR CITIZENS DAY August 21, 2025

WHEREAS, on August 19, 1988, President of the United States Ronald Reagan declared August 21, 1988, as National Senior Citizens Day; and

WHEREAS, throughout our history, older people have achieved much for our families, our community, and our country. That remains true today, and gives us ample reason this year to reserve a special day in honor of the senior citizens who mean so much to our land; and

WHEREAS, the City of San Luis, through its Senior Center, has developed and maintained a place where our senior citizens can enjoy themselves and spend good quality time with each other; and

WHEREAS, we respect our senior citizens for their long and full lives and the significant contributions they have made to the successes of our community and beyond.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, hereby proclaim August 21, 2025, as “**National Senior Citizens Day**”, saluting the valuable contributions of the senior citizens to San Luis, Arizona.

DATED this 13th day of August 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. B.

Meeting Date: 08/13/2025

Title:

Proclamation - Women's Equality Day August 26, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WOMEN'S EQUALITY DAY August 26, 2025

WHEREAS, women in the United States have continuously worked to gain full rights and privileges – public or private, legal or institutional – as citizens of the United States; and

WHEREAS, women in every state and every cultural and religious group worked to secure women's right to vote; and

WHEREAS, this day marks the 105th Anniversary of the 19th Amendment that secured for women in the United States the constitutional right to vote; and

WHEREAS, recognizing Women's Equality Day as a day of celebration throughout the country highlights the importance of women's contributions to democracy.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim August 26, 2025, as "**Women's Equality Day**" and encourage all citizens of San Luis to celebrate the importance of gender equality in society.

DATED this 13th day of August 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

5. C.

Meeting Date: 08/13/2025

Submitted By: Nigel Reynoso, Police Department

Presentation Topic/Summary:

Presentation of San Luis Police Department, Police Officers Arnaldo Acosta & Paul Monge, Transit Enforcement Officers Alexis Hernandez, Isaac Cortez, & Jesus Cardenas, and Communications Officer Eryx Zaragoza. **(Nigel Reynoso, Chief of Police)**



PRESENTATION

Regular City Council Meeting

5. D.

Meeting Date: 08/13/2025

Submitted By: Nigel Reynoso, Police Department

Presentation Topic/Summary:

Presentation of Certificate of Accreditation to the San Luis Police Department by the Arizona Law Enforcement Accreditation Commission. **(Nigel Reynoso, Chief of Police)**

Attachments

ALEAP Final Report

San Luis Police Department Final Assessment Report



March 18-19, 2025



Executive Summary

The San Luis Police Department (SLPD) is an accredited agency within the Arizona Law Enforcement Accreditation Program (ALEAP), having received its initial accreditation award on September 15, 2020. Once accredited, SLPD was required to maintain accreditation for four years, during which time they needed to prove that they had written directives in place to meet the 174 standards of best practices that have been put in place by the ALEAP Commission. Along with having written directives that meet the standards of best practices, SLPD also had to provide proofs of compliance as evidence that they are following their written directives.

During the onsite assessment, Assessors had continuous opportunity to speak directly with Chief Nigel Reynoso and his staff, to include Accreditation Manager and Compliance Coordinator Nancy Juarez. It was also a pleasure to work directly with Administrative Coordinator Michelle Boucher and Lieutenants Emmanuel Botello, Damian Miller and Alan Guevara. It was obvious that there was a clear understanding into the accreditation process across all levels of the agency and city government. Assessors were provided any information and accommodations needed to continue to prove compliance.

Standards Summary

The Arizona Law Enforcement Accreditation Program Standards Manual 3.1 provides 174 standards that agencies seeking re-accreditation must have satisfactorily met. At the time, an agency may have sought a waiver from the Program Manager if the agency could provide sufficient evidence that proved the standard did not apply to the agency. The Arizona Law Enforcement Accreditation Program Standards Manual 4.1 has superseded version 3.1, which was adopted by the ALEAP Commission September 2023. SLPD remained with version 3.1 throughout the entire four-year reaccreditation process.

Status	Mandatory Standards	Overall Percentage
In Compliance	167	96%
Not in Compliance	0	0%
Not Applicable	7	4%

Chief Executive Officer Profile



Chief of Police – Nigel Reynoso

Chief Nigel Reynoso was born in San Luis, Mexico and has been a resident of San Luis, Arizona since 1988. He has served the community as a Police Officer for the City of San Luis Police Department since November 2005. Chief Reynoso has commanded all divisions of the San Luis Police Department including Patrol, Support Services, and Administration as a Police Lieutenant.

Chief Reynoso is a graduate of Northwestern University Center for Public Safety where he attained the School of Police Staff and Command and from the University of Phoenix with a Bachelor of Science in Criminal Justice Administration. He completed the Arizona Peace Officer Standards and Training Board (AZPOST) Leadership Program (ALP) Session 21, Accreditation Manager Certification Program, Crisis Communication for Law

Enforcement Executives from FBI-LEEDA, the Leadership Series from the Department of Homeland Security Federal Law Enforcement Training Centers and has the FBI Law Enforcement Executive Development Association's leadership series, achieving the FBI-LEEDA Trilogy Award.

Chief Reynoso serves as a member of the International Association of Chiefs of Police, the Arizona Association of Chief of Police, and the Yuma County Drugs & Delinquency Coalition. Chief Reynoso is a United States Marine Corps Veteran.

ALEAP Assessment Team Profile

Evan Kunert, Assessment Team Leader

Kingman Police Department, Deputy Chief of Police (ret.), Support Services Ofc.



Evan retired from the Kingman Police Department after twenty years of service, leaving his last role as Deputy Chief of Police and Accreditation Manager. He was instrumental in making the KPD one of the first ALEAP-accredited agencies in the State. Before the formation of CAPA, Evan worked informally with multiple other agencies across Arizona to seek and successfully acquire accreditation. Prior to becoming Deputy Chief, Evan served in many roles at his former agency, including Officer, Detective, FTO, RTO, Patrol Sergeant, SRO Sergeant and Professional Standards Sergeant. Evan was instrumental in bringing several new ideologies to the agency, which included instituting a wellness program, mentorship program, recruitment and marketing campaigns, and best practices in the form of accreditation and updated policies.

Evan earned a Bachelor of Science Degree in Business Administration with an emphasis in Human Resource Management from Northern Arizona University. He is also a graduate of Northwestern University's School of Police Staff & Command, Arizona POST's Arizona Leadership Program, and FBI LEEDA's Command and Executive Leadership Institutes. In 2023, he was also awarded distinguishment through ALEAP's Accredited Command Executive (ACE) program. Evan returned to the Kingman Police Department in December 2023 to spearhead Support Services projects and remain involved in KPD's ALEAP accreditation efforts.

Larry Jones, Assessor

Page Police Department, Captain



Larry Jones is currently a Captain for the Page Police Department in Page, AZ. Larry started his career in law enforcement in 1999 as a military police officer with the United States Air Force. In 2003 he became an Arizona certified officer with the Tucson Police Department, serving as a patrol officer in the Eastside Division for four years. Larry has been with the Page Police Department since 2007 where he has worked as a Patrol Officer, Field Training Officer, School Resource Officer, Detective, Patrol Sergeant, Administrative Sergeant, and Support Services Lieutenant.

In his current assignment as Captain, he assists the Chief of Police with the day-to-day operations of the police department. In 2018, Larry graduated from the Northwestern University School of Police Staff and Command. He is currently the Accreditation Manager for the Page Police Department and the Mock Assessor Chair for the Coalition for Arizona Police Accreditation (CAPA).

Community Profile – San Luis, Arizona



At a Glance

Founded in 1930 and incorporated in 1979, San Luis is located in Yuma County with an elevation of 100 feet. The population according to the 2020 census is 32,966, with a projected population in 2025 at 44,963.

Community

San Luis, Arizona is located at the Southwest corner of the State of Arizona, adjacent to the Colorado River and right at the border with San Luis Rio Colorado, Sonora, Mexico and California.

Visitors cross the border between both cities daily, creating a sense of fluidity that impacts all aspects of life, culture, language, heritage, environment and most importantly economy.

As a young city, San Luis' appeal extends to the abundance of affordable housing and quality of life that is essential to attracting new residents. With a great educational structure focusing on providing higher education and low crime, this city is a unique place to call home. Shopping in San Luis provides a range of diverse retail stores that are in the downtown adjacent to the border. Shopping in the Mexican border town is always a favorite, and the open-air market in this town offers Mexican souvenirs, dentists, doctors, and pharmacies within walking distance from the border. San Luis' rich heritage and cultural appeal makes this city a unique community.

Quality of Life

Southwestern Arizona is widely acclaimed for its natural amenities, climate, cultural diversity, and unique recreational activities. Strong family values, culture, and low cost of living make San Luis one of the most enjoyable small cities in the country. Located on the Colorado River just 90 miles from the ocean, Yuma County embodies all these natural qualities which make it a great place to live and work. In all, more than 660 acres of parks, athletic complexes, and trails are available in the region for public use.

Cultural and Recreational Resources

Joe Orduno Park: 21 acres; pool, softball fields, baseball diamonds, soccer fields, basketball courts, volleyball courts, walking path, ramadas, security fencing, recreational center, youth center, gymnasium, play apparatus. Cesar Chavez Cultural Center: A facility with a stage used for various performances and presentations. The facility can accommodate banquets, social dances, assemblies, arts and crafts shows, and other large gatherings. During the summer, the facility offers a variety of summer classes including dancing, chess, music and other contents. Neighborhood and community parks: San Luis has a variety of neighborhood parks and community parks for recreational activities such as field games, court games, playground apparatus, picking and outdoor recreational activities.

Public Safety

According to Movoto Real Estate, San Luis was named the safest city in Arizona due to the low crime reports; it further reported the lowest rates for most categories of crimes among Arizona cities.

Agriculture

As of 2002, there were 531 farms in Yuma County, producing 231,125 acres of land. Agri-business is the major economic driver in Yuma County, contributing \$1.3 billion annually to the regional economy. From research and development, to growing and harvesting, to processing, packaging, and distribution, the agri-business industry cluster is fully developed and impacts nearly every other sector in the area.

Climate

San Luis is one of the cities with the most days of sunshine. The community has a dry, less humid climate, and with the least days of precipitation. During the winter months, days and nights are cool, allowing residents to wear a coat and visitors to be in light clothing.

Community Leadership

Mayor Nieves Riedel



Mayor Nieves Riedel was elected this past August 2, 2022, by the residents of San Luis, Arizona. She has been a resident of San Luis, Arizona for over 20 years, a successful businesswoman in southern Yuma County where she has helped over 3,000 families in San Luis, Arizona become homeowners, has also been an urban developer and owns a construction company which she started with her late husband more than 30 years ago.

During all these years, Mrs. Nieves Riedel, as a mother of three children with successful careers, is a true believer in education and committed to the youth of San Luis, Arizona and all its residents. As such, she has been an active community member has helped in providing scholarships to students in AWC and San Luis high school so that they may continue their studies. She has also actively been involved in supporting several non-profit organizations such as the House for Domestic Violence Victims, Gadsden School District, as well as a sponsor to the San Luis Film Festival, among others. As a resident, she has always strived to be focused on the needs of this community.

Nieves Riedel is a firm believer in San Luis, Arizona potential for growth which is her motivation to serve as an elected official for a second term. In 2004 she was elected mayor and together with the council members in office at that time, many goals were achieved such as the city hall complex that includes the fire and police station, paid off some major debts that the city had at that time. One such debt was for the water wells also at that time new vehicles were also purchased for the police and fire department.

Mayor Nieves Riedel is committed to San Luis, Arizona community members to bring transparency in all decision-making that affects the city, treat everyone with respect, and to ensure that the San Luis, Arizona continues to grow in a responsible way.

Acting City Manager Jenny Torres



The City of San Luis functions under a council and manager form of government. The City Manager is appointed by the Mayor and City Council and reports directly to the elected officials. The City Manager works closely with the Mayor and City Council, helping formulate objectives and programs that are important to residents.

As the city's Chief Administrative Officer (CAO), the City Manager is responsible for carrying out policy enacted by the council, overseeing the administration of the city, and maintaining intergovernmental relationships.

Community Demographics

Age Composition

Under 19 years 39.7%
20-24 years 6.6%
25-44 years 28%
45-64 years 18.90%
65 and over 7%
Medial Age 27.6 Years

Racial Composition

White 2.8%
Black or African American 1.2%
American Indian and Alaskan Native 0.4%
Asian 0.1%
Native Hawaiian and Other Pacific Islander 0.0%
Hispanic or Latino 95.3%
Two or more races alone 0.2%

Structure and Function

The San Luis Police Department is a full-service law enforcement agency, with the agency split into three sections; Patrol Division, Support Services Division and Administration Division.

Patrol Division

The Patrol Division is commanded by Lieutenant Alan Guevara and provides most of the police interaction with the public. This division is comprised of the men and women who daily serve the public by patrolling the City of San Luis streets and responding to calls for service. The Patrol Division is made up of four patrol squads, with each patrol squad having a Sergeant assigned to them along with several patrol officers. Patrol utilizes the "Panama" work schedule, offering 12-hour shifts and three-day

weekends every other weekend. The Patrol Division is the “backbone of the police department” and is responsible for patrolling 33 square miles of city limits. Officers patrol the city’s outskirts daily in assistance to other law enforcement agencies both state and federal. The duties of the patrol division are to ensure public safety and to respond to calls for service.

In addition to general patrol, Lt. Guevara also supervises the K9 unit, which is comprised of one Sergeant and two K9 Officers. Two Animal Control Officers also report the K9 Sergeant. The Support Services Section of the Patrol Division is supervised by another Sergeant. Support Services consists of two Motor Officers, three School Resource Officers and five civilian Transit Enforcement Officers. Due to approximately 16,000-20,000 people crossing the border to/from Mexico in each direction each day, the Transit Enforcement Officers absorb the heavy traffic burden off of general Patrol.

Support Services Division

The Support Services Division is supervised by Lieutenant Emmanuel Botello, and is comprised of criminal investigators who are involved in general investigations ranging from criminal damage to homicide. They also have sub-specialties with specialized training in the following areas: investigating homicide, attempted homicide, aggravated assaults, deaths with suspicious circumstances, and armed robberies. Detectives utilize all available resources and investigative techniques to solve crimes, and to track down and apprehend suspects, accomplices and fugitives.

Lt. Botello has oversight of the Property & Evidence section of the department. Adriana Felix is the sole employee for the section, however an additional FTE has been requested by Chief Reynoso in this coming fiscal year’s budget. Felix maintains all of the property within the function, and maintains a clean and orderly environment to include sufficient room to store and segregate high-risk property. The Property & Evidence section provides a multitude of services that include receiving, storing, releasing, and maintaining the security of a wide variety of confiscated property, evidence, and vehicles. A major responsibility of the position is to safeguard and maintain the integrity of all evidence and the chain of custody in accordance with state laws, city ordinances, and departmental policies and procedures. While Felix does not respond to scenes to process evidence, she is available by phone to provide direction on an as-needed basis.

Lt. Botello is also the agency’s PIO and fleet manager. Most vehicles are 2020 or newer, with most being F-150s with a handful of Explorers. Within his section, there is one drone on hand with six more on order. Four personnel are currently in the process to obtain their FAA pilot certification to operate the drones.

Administration Division

The Administration Division, supervised by Lieutenant Damian Miller, acts as a communication liaison between the police department and the Community to improve the delivery of police services, resolve problems and to maintain positive relationships with surrounding police agencies. The sections that Lt. Miller commands are comprised of Professional Standards/QA, Records, Communications, Training and Administrative Support.

The Records section of the San Luis Police Department consists of four clerks and is supervised by the Records Supervisor. The Records Division is responsible for Axon redaction, as well as all processing and dissemination of police reports. The Records Division plays a vital role in the judicial process ensuring that the Yuma County Attorney's Office and the San Luis City Attorney get the reports and all supporting documentation in a timely manner for prosecution.

Currently, one Records clerk is assigned to redaction on an as-needed basis. The current turn-around time from request to delivery is approximately one week, but not more than two weeks. According to the supervisor, the agency is looking into utilizing *Case Guard* – and AI-powered system – to perform redaction

duties in the near future. Access to Records is restricted; general supplies (pens, etc.) must be requested of Records personnel and then delivered. Records is open Mon-Fri, however was Mon-Thurs prior to change instituted by City Hall. Records is a debit card-only operation, and keeps no cash on hand.

The San Luis Police Communications Center is supervised by Gaby Guevara and Elias Gonzalez. They provide communication services for the City's Police, Fire and EMS services. The section is comprised of two supervisors and nine communications officers. There is currently one officer in training, and there are two open positions. Two additional positions are being requested this coming fiscal year in July. All employees are full-time, providing 24 hour services with a minimum of two personnel on duty at all times. New employees receive a full background to include a polygraph and psychological exam. Once hired, the employee receives an orientation period and a six month CTO training regimen. All employees are required to be bilingual in English and Spanish.

Communications employees enjoy wellness benefits, such as paid time to use the gym. Other benefits include one hour *daily* wellness exercises to include yoga, meditation and other wellness perks.

The current RMS/CAD system is New World Systems (Tyler), which has been used since 2009. A Yuma regional consortium meets to vet regional use of RMS/CAD systems, and continuously agree to maintain services with New World. Currently, the biggest challenge is 911 call forwarding to Mexico; once Mexico adopted 911, many of the daily 911 calls received are forwarded to San Luis, Sonora.



Detective Oscar Ruiz is the lead trainer for the department, utilizing PowerDMS to track training. Daily training bulletins are provided by Edwards & Amato and distributed to all sworn personnel. All training requests must be submitted through an immediate supervisor, who must vet the training before approving it. SLPD offers an astounding 160 proficiency training hours per year; most Officers complete their 12 hour annual AZPOST training requirement by the end of February. Succession planning is in place at the agency; future leaders begin early by participating in leadership trainings and attending conferences.

Sergeant Yadira Bobadilla manages the Professional Standards/QA bureau of the SLPD. As of this year, the agency has begun to automate an early warning system with the assistance of Benchmark Analytics (BA). The system alerts supervisors when an Officer has a high incident rate of uses of force. In response, an action plan is created by the Lieutenant, which is passed to the Officer's Sergeant to affect. BA also tracks complaints; online complaints are accepted, as well as anonymous complaints (none received).

With regards to discipline, the agency utilizes a matrix that is comprised of three categories. All discipline is compiled into written form. Some discipline can end at the Sergeant-level. Terminations are facilitated through Human Resources, as well as administrative leave.

Focus Areas for Agency

Externally, the San Luis Police Department's biggest concern is growth within the community. The city is rapidly expanding towards the east, as it is otherwise border-locked to the south and west by Mexico. San Luis is experiencing a projected 27% increase in population in the last five years. In response, the Chief is requesting eleven additional positions (8 Officers, 2 Sergeants, and 1 Evidence Tech) this coming fiscal year to accommodate the growth.

Financially, the City does not receive income in the form of sales or property taxes. Therefore, the SLPD is funded heavily through grants and impact fee collections. The current police station was built in 2008, and was funded by a public safety bond.

The Chief's biggest internal concern is to ensure that his staff remains well. In response, the City has initiated a robust wellness program that allows staff to work out on duty within the gym located onsite. As long as an employee works out for 30 minutes on their own time, an additional 30 minutes is granted as paid time. A Chaplain program was also put in place for employees to take advantage of.

On-Site Assessment Overview

Prior to beginning the onsite assessment, the Assessors checked San Luis PD's PowerDMS site for policies and corresponding proofs of compliance with the standards manual. Remarkably, the Assessors were able to verify 100% compliance before arriving on premises. This tends to be rare, and in turn allows the Assessors to fully immerse into the onsite visit without having to work at discovering further compliance.



Upon the arrival at the police department, we were met outside by Chief Reynoso and were escorted to the assessment work area. The assessment team was soon greeted by Lieutenants Guevara, Botello and Miller, as well as Nancy Juarez and Michelle Boucher. Together we had a joint introductory session, during which we had an informal conversation about the assessment process. We had an opportunity to get to know the Chief and his team during this meeting and were given access to move throughout the building's common areas freely.

After our introductions, the assessment team was able to speak directly with Chief Reynoso. He related that he has spent his whole police career with SLPD, celebrating his 20th year of service. He has been in the

community his entire life, coming to the police department after spending eight years in the USMC. Chief stated his department only has one Officer position open, but also has three communications positions to recruit for. He advised that most personnel are recruited locally, although the local prison and military base offer quality personnel, as well. Chief stated that Officers enjoy being issued *all* necessary equipment, to include take-home vehicles. And, a retention bonus and tuition assistance is paid to employees to promote longevity.

The San Luis Police Department has 9 linear miles of US border fence to cover in their jurisdiction. There are generally four Officers plus a Sergeant on duty at all times, however the robust federal Stone Garden grant offers enough money to augment Patrol by offering as many as three additional personnel on duty through paid overtime. While Chief said that illegal border crossings are significantly down in recent time, legal border crossings and their accompanying traffic remains the biggest burden upon his resources. Otherwise, the City experiences typical crime in the forms of shoplifting, auto collisions and incidences of domestic violence.

It is evident that Chief Reynoso understands and embraces the benefits that ALEAP accreditation has brought to his agency and to the community they serve. City Council and leadership continue to remain fully supportive of the endeavor. He advised that the biggest challenge in this four-year reaccreditation period has been “getting caught up!” He advised that the Office of the Chief has turned over twice during this period, and that the Accreditation Manager function has changed, as well. He stated that because of this, the question did come up... “Should we continue”? After thought and consideration, it was obvious that the only choice was “absolutely”; it was “important to prove to ourselves and the community that we are doing the right things.”

After this initial briefing, the assessment team met with the Lieutenants who provided a tour of the facility and agency grounds. The tour was comprehensive to include the agency’s lobby, property & evidence function, the communications center, the records bureau, outdoor impound lot, booking area and holding cells, and the investigations section.

After a lunch with the Chief and Lieutenants at local eatery Eddie’s, Assessors were able to participate on ride-alongs throughout the jurisdiction that the police department serves. Sergeant Gaitan provided a ride-along. The assessor was able to see the border crossing process up close at the Border Patrol inspection area. The line of cars leaving the United States crossing into Mexico is one of the major traffic issues dealt with by the San Luis Police Department, sometimes extending for miles into town. The city made a new side access street which allowed the traffic to by-pass the main road, alleviating some of the issues. Sergeant Gaitan said the department works closely with Border Patrol on investigations.

Officer Aaron Gonzalez also provided a ride-along. He has been with the agency for six years and was currently providing field training to a new Officer that day. He is also one of the agency’s firearms instructors. Officer Gonzalez was aware of ALEAP and what it means for the department and community, describing it as, “The department is abiding by best practices, laws and regulations... being squared away.”

The next day, the assessment team finalized last minute items, including additional interviews with key staff, and conducting an exit interview with Chief Reynoso (see Exit Interview) and Nancy Juarez.

ALEAP Standards Review

Chapter 1: Law Enforcement Role and Authority

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 1.

San Luis Police Department meets or exceeds standards set for Use of Force and Firearms. The agency has not had an Officer-Involved Shooting (OIS) in six years, and therefore was able to “N/A” several of these standards. Warning shots and shooting at/from a moving vehicle are both permissible, however only under significant circumstances and caution.

Uses of Force are properly documented and reviewed through Benchmark Analytics, which provides a summary that can quantify each type of use and indicate whether the uses of force fall within or out of policy.

As mentioned above, San Luis PD offers around 160 hours of proficiency training each year, which includes less lethal tactics and skills. Taser and canine trainings are also proven on an annual basis.



Chapter 2: Legal Advice and Liability

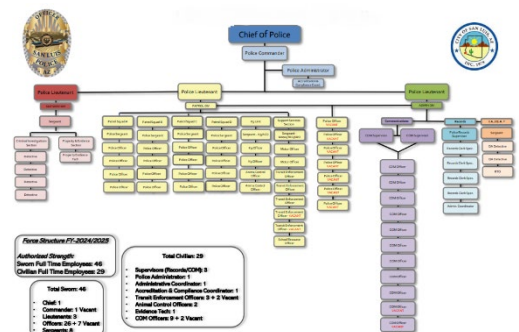
The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 2.

The ability for personnel to access legal advice via the City Attorney is outlined in Can Luis City Code (SLCC Chap. 2.15, Ss 210), and the agency provided a proof of the City’s insurance certificate with Southwest Risk Services (AMRRP).

Chapter 3: Organization

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 3.

The organizational chart and structure for San Luis Police Department is contained in their Policies and Procedures, Policy LE 2.07, Department Organization and Staffing Analysis. The chart is accessible to staff within their General Orders and Power DMS.



Chapter 4: Command

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 4.

The provided job description, SLPD policy and San Luis City Code clearly identify the role and responsibilities of this Chief of Police. The Chief identifies another member of the command staff as acting Chief in his absence; this notification was sent out across various Department Managers. Proofs provided for unity of command the delegation of authority during major community events met standard requirements.

Chapter 5: General Management

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 5.

San Luis Police Department utilizes PowerDMS for policy dissemination, and review by all employees. While conducting a review of proofs, it was verified that all employees have their own sign in privileges to view policies and procedures. Proof of compliance was comprised of a list of signatures received by Power DMS to indicate employees who received and reviewed policies.

Compliance with data storage was proven through MOUs and purchasing contracts.

Chapter 6: Planning and Research

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 6.

The agency produces a comprehensive monthly report that details several aspects of the activities that took place; personnel achievements and actions, awards and recognitions, notable and special events, complaint and pursuit reviews, budget updates, use of force reports, and others. Notably, a statistical analysis occurs monthly that details total criminal and traffic activity, as well as top 10 crash locations and speed trailer summaries. The details of this report provide agency-wide information for dissemination, and also provides technical information necessary for targeted operation enforcement.

The Mission and Values Statements for both the agency are clearly available to the employees and the public through static display on walls, printed within the agency policy manual, and also upon the webpage for the entity at www.sanluisaz.gov.

Chapter 7: Reserve Officers

While the San Luis Police Department has policies and procedures in place to manage a Reserve Officer program, the agency did not employ any reserves during this assessment period.

Chapter 8: Fiscal Management

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 8.

The Chief, Police Administrator and command staff have roles to play during each step of the process. The budget process is a living process that continues through the entire year. SLPD utilizes an appropriate

accounting system that allows the Chief and his staff to view and manage line-item budget allocations at any time. The City also has an annual audit process that is conducted by an outside third-party to ensure fiscal responsibility. Cash accounts are appropriately managed and audited, and inventory controls of agency-owned property are in proper order.

Chapter 9: Specialized Assignments

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 9.

San Luis Police Department utilizes a formal job posting that is created and disseminated by Human Resources via email to all employees when making a job announcement for a specialty assignment. The proof provided for Year 4 was a posting for an open position with the Detective bureau. The posting thoroughly described the minimum requirements and description of the selection process.



Chapter 10: Compensation, Benefits and Conditions of Work

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 10.

The San Luis Police Department has an extensive benefits program as outlined in City personnel rules, as well as with benefit summary brochure provided to all employees. Enhanced pay is offered for critical skills such as SRT, K9, and phlebotomy (and more), as well as pay for specialty assignments. Pay for personnel includes comp time, overtime, stand-by, retention, education and others. The outside employment policy (SLPD Policy LE 4.26) benefits the employees of the agency, while simultaneously protects the agency from off-duty conduct that violates department policy. The off-duty employment policy requires approval from the Chief of Police and City Manager, and can be revoked if the employee's work conflicts with agency priorities. The policy also restricts certain types of off-duty employment as required by the standard.

Complete information on salary and benefits are made available to employees internally, as well as made available to the public via the City's website.

Effective and authorized use, and proper care and inspection of agency-owned equipment is discussed at length throughout written policy (SLPD Policy LE 3.05, Uniforms and Department Equipment). Work-related expenses due to medical examinations are covered by the City.

Chapter 11: Grievance Procedures

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 11.

There were no occurrences of grievances during the assessment period.

Chapter 12: Disciplinary Procedures

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 12.

There were 8 total complaints received in 2024, 6 were unfounded and 2 were sustained, outlined in Proof 12.5.

Chapter 13: Recruitment

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 13.

San Luis PD follows AZPOST requirements for background investigations, under Policy LE 3.01.

Chapter 14: Training



The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 14.

The department provided proof of annual training, including legal updates, de-escalation, and weapons qualifications. Two years of service is required to be a Field Training Officer, per Standard 14.5.

Chapter 15: Promotion

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 15.

Department personnel who are promoted are in a probationary period of six months, proof 15.1.

Chapter 16: Performance Evaluations

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 16.

Employees are rated by their supervisors and raters are trained on conducting performance evaluations in accordance with Police LE 3.15.

Chapter 17: Patrol

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 17.

While conducting the onsite assessment, ride alongs were completed with officers from SLPD. Assessors were able to observe the use of radio communications and the utilization of body worn cameras.

**Chapter 18: Juvenile Operations**

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 18.

Assessors were able to observe the department's ability to separate adult and juvenile records during tour and interview with the Records supervisor.

Chapter 19: Unusual Occurrences

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 19.

Much of the equipment used for unusual occurrences was viewed during the department tour. San Luis Police Department does not have a jail/holding facility or a Special Assignments Unit (including a tactical and crisis negotiations team).

Chapter 20: Public Information and Community Relations

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 20.

The San Luis Police Department uses multiple social media platforms to release information to the public and the media. A quick snapshot of their Facebook page showed public releases regarding traffic safety, wanted persons, special events and communications. The San Luis Police Department keeps in communication with local news outlets, as proven through PowerDMS with their instances of news releases.

Chapter 21: Vehicles

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 21.

During the onsite assessment ride-alongs, the officers were observed utilizing their seatbelts. San Luis Police Department maintains a number of special purpose vehicles, including several drones on order.



Chapter 22: Traffic Administration

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 21.

The San Luis Police Department Patrol Division is responsible for the traffic function of the agency. This policy addresses traffic patrol and enforcement, citations and warnings, and specific information for dealing with juveniles. Radar procedures are adequately covered by policy and practice.

Chapter 23: Traffic Crash Investigations

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 23.

Procedures for traffic cash investigations are in SLPD's written directive LE 416. Proofs of compliance included a several crash investigation reports. The citation provided proof of traffic enforcement actions taken by officers for traffic violations.

Chapter 24: Traffic Direction and Control

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 24.

It was also noted in policy to ensure the safety of officers on traffic crash scenes and in traffic direction scenarios, to include reflective vest requirements, ability to take control of traffic signals, and proper nighttime considerations. Parade escort services are offered and conducted by the San Luis Police Department.

Chapter 25: Traffic Ancillary Services

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 25.

The San Luis Police Department covers their traffic procedures within LE 415 of their written directives. Proof of compliance was provided through reports and other documents.

Chapter 26: Records

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 26.

Proofs provided via PowerDMS, in person interviews, and onsite observations were sufficient to show that written directives are being followed and meet the standards. Juvenile referrals were kept separate from adult records. Proper purging and retention were proven through the inspection of agency records. SLPD participates in IBR reporting.



Chapter 27: Collection, Preservation and Storage of Evidence

The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 27.

San Luis PD policy LE 4.09 covers standards 27.1-6. The policy outlines protocols for evidence collection, preservation, chain of custody, identification, storage, and transfer of physical evidence. Several photos and scanned documents in PowerDMS verify the transfer of physical evidence using DPS Crime Lab request forms, tracking logs preserving the chain of custody, and several photographs of adequately marked and sealed evidence boxes. The onsite assessment confirmed the storage locations, cold storage, and proper security consistent with proofs found in Power DMS.



Chapter 28: Police Communications

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 28.

The San Luis 911 Communications Center provides communication services to the San Luis Police Department. The San Luis PD uploaded photographs of officers wearing portable radios to PowerDMS and visually confirmed them during the onsite assessment (28.5).



Chapter 29: Federal and State Regulations (OSHA)



The written directives and proofs of compliance showed that the San Luis Police Department meets the standards of Chapter 29.

The San Luis PD had an exposure control plan that met the requirements of Chapter 29. They have a waiver for 29.6 because they do not operate an indoor range.

Chapter 30: Indian Country Jurisdiction

The written directives and proofs of compliance showed that the San Luis Police Department meet the standards of Chapter 30.

The department proved the required training on Indian Country jurisdiction to all employees. They had an MOU with the nearby Cocopah and Quechan Indian Tribes.

Public Comments Regarding Agency Accreditation

Telephone Contacts

Only one telephone call was received from members of the public during the call-in session. The session was advertised in advance and the agency had a dedicated line for people to call directly into the assessors without having to go through the front desk or dispatch center.

Caller 1 - A resident of Yuma, AZ: This regional resident advised the Assessors that she has had several contacts with members of the San Luis Police Department – all of which were positive. The caller advised she has had personal contact with Sgt. Bobadilla and Chief Reynoso at “Trunk or Treat” and other events such as community barbeques. She described her contacts as professional, but also described them (PD personnel) as approachable and happy to answer any questions. The caller advised that she has never needed to call San Luis PD for assistance.

Written Correspondence

Upon the written notice being posted, two emails were received. The Assessment Team received an email from Victor Quinones which states:

“Good afternoon,

I wanted to send this email in reference to the press release about the San Luis police department accreditation. I wanted to comment on my interactions with the officers and say that they show the citizens of San Luis nothing but respect and empathy. I have had the luxury of not having to interact many times

with the department but the few times I have had to I have not had any negative experiences. They have always listened and treated me as a person instead of a nuisance and never have brushed me off.

Thank you for all you do!"

The Assessment Team received an email from Alessa Navarro which states:

"I got into a minor car accident so I called the police department. The dispatcher was really friendly and when the officers showed up, they were super respectful and took care of everything quickly, even helping exchange information with the other driver. One officer went the extra mile and offered to call the insurance company. I felt relieved and appreciated how professional and caring the officers were."

Exit Interview with Chief Reynoso

On March 19, the assessment team met with Chief Reynoso and Nancy Juarez after the conclusion of the onsite assessment. During the meeting, the assessment team discussed their observations and contacts during the public call-in session. During this discussion, the Assessment Team felt confident in relaying that Chief Reynoso has brought significant and much appreciated leadership to the San Luis Police Department. He is the right person in the right position at the right time for this agency. In addition to this discussion, the assessment team discussed the positive interactions and observations during the on-site assessment period. Personnel from all levels within the agency all had positive demeanors and extraordinary pride in the work that they perform.

It was clear that the San Luis Police Department values their community members and adhere to a foundational set of core values – a position shared by their constituents in the community and those they serve. The assessment team would like to thank the men and women of the San Luis Police Department for their transparency and hospitality before, during and after the onsite assessment. The San Luis Police team responsible for the agency accreditation efforts was responsive during all stages of the accreditation process; whenever additional information was requested, it was immediately provided.

The assessment team at no time felt as if compliance with the ALEAP standards manual was not being met. To the contrary, proofs were supplied in such a manner that ensured there was no question compliance was being attained in every aspect. The assessment team, upon request, offered Chief and Nancy some tips, hints and best practices within PowerDMS to assist in their transition to the next four-year assessment. In the end, the only recommendations offered by the team were to study the requirements for Property & Evidence and Communications accreditation programs. The team felt as if San Luis PD was already complying with a majority of the standards within both programs.

The ALEAP Assessment Team recommends that the San Luis Police Department receive their re-accreditation award without conditions for a period of four years.

Evan Kunert
ALEAP Assessment Team Leader
Arizona Law Enforcement Accreditation Program
Arizona Association of Chiefs of Police



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 08/13/2025

Summary

MINUTES OF

- Regular Council meeting held July 9, 2025

Attachments

7/9/2025 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 9, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Alejandra Peru, Court Administrator
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Damian Miller, Lieutenant
Danae Figueroa, Magistrate
Edgar Esparza, Billing and Collections Manager
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Isael Gomez, Records Management Specialist
Israel Lara, I.T. Technician
Jose A. Guzman, Director of Development Services
Maria Barajas, Human Resources Generalist
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Alberto Leon, Resident
Christian Cuevas, Translator
Fabher Sanchez, Resident

Lilia Quiñonez, Resident
Luis Marquez, Resident
Luisa Arreola, Resident
Manuel Rojas, Resident
Maria Gonzalez, Resident
Maria Robles, Resident
Mark Concha Jr., Resident

2. PLEDGE OF ALLEGIANCE

Council Member Esteban C. Rosales led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Elida Valenzuela, Police Chaplain.

4. CALL TO THE PUBLIC

Ms. Maria Robles, 1195 California St, San Luis, AZ, emphasized the importance of teamwork for the benefit of the community and families, calling for collaboration to truly understand the needs in areas such as education and health, working directly with residents. She expressed concern that, although San Luis, Arizona, has a population of approximately 40,000 people, 99.9% of its residents are unaware of the city's history. Most people only know that it was officially proclaimed a city in 1979, but few are aware that the name "San Luis, Arizona" was given in 1930. She also shared a little-known piece of local history, the existence of a tourist wagon pulled by a giant tractor, known as El Tio Can, which used to take visitors across the border to San Luis Río Colorado, Mexico. Ms. Robles proposed working together to recover and preserve the city's history, embracing its roots, and recognizing those who contributed to its development, such as the first developer who built homes using USDA funding. She encouraged investing in culture, art, and local identity, believing that these elements can help make San Luis a more appealing destination for visitors. She also suggested beginning preparations now for a meaningful celebration of the city's 50th anniversary, which is only four (4) years away. During her remarks, Ms. Robles introduced her nonprofit organization, "We Are, Somos", which operates with zero funding, but a strong commitment to community service. She shared that she has been involved in community work for over 30 years and was a pioneer alongside Ms. Amanda Aguirre in forming the city's first group of community health workers (promotoras de salud). At that time, the city was facing serious issues such as reproductive health challenges, high teenage pregnancy rates, and the presence of over 30 street gangs. Through collaboration with individuals like Salomón and Captain Garcia, they were able to reverse many of those issues.

Ms. Luisa Arreola, 3685 San Pedro St, San Luis, AZ, brought up a concern about the lack of a memorial for veterans in the community. She pointed out that San Luis does not currently have a dedicated space to honor or recognize the service and sacrifices of its veterans. She made it clear that she's not speaking on behalf of every veteran, but rather those with whom she has had conversations. She wanted to ask if there's something the city and community can work on together to create a space or memorial that shows appreciation for the sacrifices made by veterans.

5. PRESENTATIONS

5. A. Presentation and recognition to Ms. Heather Madrigal, for her 23 years of exceptional work, dedication and support to the city's students, families, and educators at San Luis High School. (Mayor Nieves Riedel and Council Members)

Ms. Jenny Torres, Acting City Manager, presented to Ms. Heather Madrigal a Certificate of recognition of exceptional service, professionalism and unwavering dedication to students, families and educators of the City of San Luis.

5. B. Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. (Mayor Nieves Riedel and Council Members)

Mrs. Sonia Cornelio, City Clerk, stated that Ms. Payan and Mr. Partida were not present, as both were in Texas representing the USA team. She mentioned that they would be presenting the item again at the next Council meeting.

6. CONSENT AGENDA

MOTION: Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

6. A. MINUTES OF

- Special Council meeting May 28, 2025**
- Work Session held June 4, 2025**

6. B. DISBURSEMENTS

From June 19, 2025, to July 1, 2025

Total \$2,494,622.87

(Two Million, Four Hundred Ninety- Four Thousand, Six Hundred, Twenty- Two Dollars and Eighty- Seven Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization for the purchase and installation of emergency equipment for six (6) 2025 Ford PI SUV vehicles, three (3) fully marked and three (3) unmarked, using the State of Arizona Department of Public Safety Local Border Support funds. (Damian Miller, Lieutenant)

Mr. Damian Miller, Lieutenant, reported that the City of San Luis Police Department is seeking approval to purchase and install emergency equipment for six (6) new 2025 Ford PI SUVs, three (3) patrol and three (3) unmarked vehicles, to replace high-mileage units. Upfitting for the patrol vehicles will be completed by Waltz Outfitting LLC for \$104,133.87 and the unmarked vehicles by Arizona Emergency Products for \$58,362.62. Both utilize the City of Chandler Contract #PD5-055-4859, which offers cost savings. Two (2) vendors were selected to expedite installation and delivery.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve the purchase and installation of emergency equipment for six (6) 2025- Ford PI SUV, using Waltz Outfitting and Arizona Emergency Products, for a total amount not to exceed \$166,000.00. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) new fully marked and equipped 2025 Chevrolet 1500 Silverado Police vehicle using the Arizona Department of Homeland Security Operation Stonegarden Grant Program Equipment funds. (Damian Miller, Lieutenant)

Mr. Damian Miller, Lieutenant, requested approval to purchase a fully equipped 2025 Chevrolet Silverado 1500 for \$57,415 from Chapman Chevrolet in Yuma, AZ, for use in the Operation Stonegarden deployments (Grant #OPSG-240431-02). Though a lower quote was received for a 2026 model, it would require ordering and delay. Chapman's vehicle is available locally, avoiding added time and cost. This purchase follows City Council approval of IGA Order No. 2025-02 on February 12, 2025.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve the purchase of one (1) new 2025 Chevrolet Silverado police vehicle for a total amount not to exceed \$92,000.00 and to waive the purchase procedure under the San Luis City Code Section 3.02.010 (F) for the reasons explained. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2365. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the allocation of \$1,060,100.00 in local match funds and authorizing the submission of an application to the Federal Transit Administration's FY 2025 Buses and Bus Facilities Program. (Armando Esparza, Director of Economic Development and Government Affairs)

Mr. Armando Esparza, Director of Economic Development and Government Affairs sought authorization to apply for the Federal Transit Administration's FY 2025 Buses and Bus Facilities Program under Section 5339(b), which supports capital projects that improve and expand bus infrastructure, including transit facilities and park-and-ride lots. This competitive program provides up to 80 percent federal funding for eligible activities. Similar projects have received significant awards in other communities, including a \$3.97 million transit center and park-and-ride in Loveland, Colorado, a \$25 million multimodal hub in South DeKalb, Georgia, and a \$5 million transit center in Antioch, Tennessee. Building on these successful models, the City of San Luis proposes an infrastructure-focused project aimed at strengthening local and regional mobility.

MOTION: Council Member Javier Vargas /Council Member Luis Cabrera to approve and Adopt Resolution No. 2365, authorizing the allocation of \$1,060,100.00 in local match funds and directing staff to submit the grant application to the Federal Transit Administration's Buses and Bus Facilities Program for the Downtown Park & Ride and Plaza Project. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2367. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2025-2026 expenditure limitation report to the Arizona Auditor General. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, presented a request requiring the city to annually provide the Auditor General with the name of a designated official, typically the Chief Fiscal Officer, who will be responsible for submitting the Annual Expenditure Limitation Report. Ms. Torres requested that the Council formally designate Ms. Roula Encinas, Director of Finance, as the City's Chief Fiscal Officer (CFO) for this purpose, authorizing her to submit the report to the Auditor General on behalf of the city.

MOTION: Vice Mayor Tadeo Azael De La Hoya/ Council member Luis E. Cabrera to approve Resolution No. 2367, designating Roula Jouanne De Encinas as the C.F.O to submit the Annual Expenditure Report to the Auditor General as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding renewal of the subscription to Westlaw for West Publishing and Thompson Reuters online legal library, search engine, and AI services for a 3-year contract. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, stated that the contract with Westlaw, an online legal research library she utilizes daily, is for a three-year term. The upcoming contract, beginning in April, will include new artificial intelligence features, which she noted are performing effectively. She explained that this item is being presented to the Council for approval of the three-year agreement, which will also lock in the pricing to avoid annual cost increases.

MOTION: Council Member Lizeth Servin/ Council Member Esteban C. Rosales to approve the renewal of the Westlaw subscription for three (3) years as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding a contract for indigent defense services through an independent contractor. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, presented an initiative introduced by Judge Danae Figueroa to implement a request for proposals process for the city's indigent defense counsel. The associated budget was transferred to the City Attorney's Office. One (1) proposal was received from Ms. Candice Orduño-Crouse, who has been performing most of the indigent defense work. She proposed a flat fee of \$9,500.00 per month, which falls within the budget. Following a panel interview on June 25, 2025, Ms. Orduño-Crouse was found qualified to continue serving in the role.

MOTION: Council Member Luis E. Cabrera/ Council Member Esteban C. Rosales to direct staff to contract with Candice Orduño-Crouse for Indigent Defense Services a monthly flat fee not to Exceed \$114,000.00 annually. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. G. Discussion and possible action on any and all matters regarding Ordinance No. 467. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code Sections 10.15.255(D), 10.15.205, 10.15.010, and 10.15.990(C)(1) to clarify parking on public land, scope of parking enforcement and to update definitions and references; repealing conflicting provisions, and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay M. Macuil, City Attorney, explained that the new ordinance addresses several parking-related issues, particularly involving inoperable vehicles on public lands such as BLM property under the transmission line. While the city has permission from BLM to use this area for parking, enforcement has been limited due to unclear language in the existing City Code. The ordinance now authorizes the city to remove inoperable or disabled vehicles from BLM and other federal lands, closes enforcement gaps, and clarifies that the registered owner of a vehicle is the party responsible for any parking violations, which strengthens the city's ability to enforce parking rules. Additionally, the ordinance updates outdated references to civil court procedures for traffic and standing violations, replacing them with the current regulations and aligning the related definitions, thereby modernizing the City Code and improving its overall effectiveness.

Mayor Nieves Riedel asked whether the Police Department had been involved in drafting the ordinance. Ms. Macuil responded that the police had informed her of the problems they were experiencing, and based on that input, she drafted the ordinance. Ms. Mayor Nieves Riedel then commented that, since enforcement hadn't been happening even under the previous code, she was concerned about how enforcement would be handled going forward. She expressed empathy for the Police Department, noting that officers might face strong complaints from the public since this is a new policy. She proposed that the city consider conducting an awareness campaign and possibly not issuing tickets on the first violation. Instead, the first offense could be used as an opportunity to educate the public, with a warning that future violations would result in fines. She clarified that while she didn't know how the rest of the Council felt, she believed that this change, while necessary, could create challenges if not properly communicated to residents. She emphasized the importance of anticipating the consequences of such changes and ensuring the public is adequately informed.

Council Member Javier Vargas shared that he had been contacted by several community members who were concerned about recent enforcement of parking laws. These residents mentioned that they had always parked in front of their homes without any issue and were now receiving citations without any prior notice or warning. He suggested that, moving forward, some form of direct communication such as knocking on doors should be used to inform residents that the law will now be actively enforced, helping to prevent confusion and complaints.

Mayor Nieves Riedel followed up by asking whether signs would be posted to inform the public of the parking rules and potential consequences. She added that this would be another way to help educate the community and ease the transition into active enforcement.

Mr. Damian Miller, Lieutenant, responded by explaining that the Police Department tags vehicles first, giving owners a specific amount of time to move them before taking further action. He noted that many of the vehicles being targeted are clearly abandoned, often damaged from collisions, missing tires, or otherwise poor conditions. These vehicles generate frequent complaints, especially in residential areas where they occupy limited parking spaces that residents need. He also highlighted a longstanding issue in the BLM area behind Family Dollar, where a large dirt lot has been used by individuals involved in importing and exporting vehicles, creating additional problems. He emphasized that the department has been tagging vehicles in these areas for years, and the public is already aware that enforcement has been increasing as the city works toward a long-term solution. Additionally, he mentioned that they attempt to contact vehicle owners when tags are placed or when owners reach out to the department, so they can explain the reason behind the enforcement.

Vice Mayor Tadeo Azael De La Hoya asked whether parking citations were being dismissed when individuals claimed they were not the ones driving or parking the vehicle.

Lieutenant Damian Miller responded that he was not aware of such cases from the court's side.

Ms. Danae Figueroa, Magistrate, clarified that this type of claim can be used as a valid defense during a contested civil traffic hearing. If someone argues they were not the person who parked the vehicle and presents a credible defense, it can lead to the citation being dismissed. She confirmed that this has occurred in some cases and explained that, as with any infraction, if a valid defense is presented, the individual may be found not responsible.

A. Action on Reading of Ordinance No. 467 by title only

MOTION: Vice Mayor Tadeo Azael De La Hoya/ Council Member Javier Vargas to approve the reading of Ordinance No. 467 by title only. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 467 by title only

B. Action on Ordinance No. 467

MOTION: Vice Mayor Tadeo Azael De La Hoya/ Council Member Javier Vargas to approve and adopt Ordinance No. 467 as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding Resolution No. 2366. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Development Fees Update; declaring it as a public record, establishing an effective date; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Development Services)

Mr. Jose Guzman, Director of Development Services, explained that this Resolution represents the final step in the adoption of updated development impact fees, as required by State law. All necessary notices and public hearings have been completed. If adopted, the new fees will take effect on September 22nd. Mr. Guzman noted that all relevant information is included in the report and invited questions from the Council or the public. Staff recommends approval of the Resolution.

The City Council and Mr. Guzman ensued into discussion.

Mayor Nieves Riedel stated that Council Member Lizeth Servin works for a developer and therefore has a conflict of interest.

Ms. Kay M. Macuil, City Attorney, confirmed that Council Member Lizeth Servin does have a conflict of interest.

Council Member Lizeth Servin declared a conflict of interest on this item.

MOTION: Vice Mayor Tadeo Azael De La Hoya/ Council Member Javier Vargas to approve and adopt Resolution No. 2366. The motion passed with five (5) Ayes and two (2) Abstentions from Mayor Nieves Riedel and Council Member Lizeth Servin.

The vote was as follows:

Mayor Nieves Riedel	Abstention
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Abstention
Council Member Javier Vargas	Aye

8. Summary of Current Events

Council Member Luis E. Cabrera thanked staff for their efforts in organizing the 4th of July event, highlighting the great teamwork involved in bringing festivities to the community. He noted that the event was very well attended, with the public enjoying performances from various musical groups. He mentioned he enjoyed seeing many people dancing and having fun, adding that the pleasant weather made the evening even more enjoyable. He expressed his gratitude once again to everyone who made the event possible, especially the Parks and Recreation Department.

Council Member Maria Cecilia Cruz shared that she attended the PPEP graduation celebration on June 27th, honoring the hard work and dedication of farmworker students from Somerton and San Luis, who earned their GED. She noted that a total of 16 students graduated.

Council Member Esteban C. Rosales reported that Council Members Javier Vargas, Lizeth Servin, and Vice Mayor Tadeo Azael De La Hoya attended the Arizona-Mexico Commission, where important topics were discussed, including the new Port of Entry, road infrastructure, and matters involving imports, exports, and federal government coordination. He commended Vice Mayor Tadeo Azael De La Hoya for delivering a strong presentation, including one to Governor Hobbs. Although Council Member Esteban C. Rosales was not present during the presentation due to a separate meeting with individuals involved in the event, he noted that it was a valuable opportunity to build strong connections and engage with counterparts from San Luis, Mexico. He concluded by inviting the community to a free backpack giveaway event taking place on Sunday, hosted by the organization Gateway to the Heart.

9. EXECUTIVE SESSIONS

9. A. EXECUTIVE SESSION

(Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7))

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. (Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)

9. B. EXECUTIVE SESSION

(Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), and (4))
Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding a June 27, 2025 demand letter on the City and its Council Members received from Attorney John Garcia representing Mrs. Nieves G. Riedel and Riedel Construction and the Development Agreement for Las Quintas Subdivision dated August 22, 2001, for consultation for legal advice with the City Attorney, in order to consider its position and instruct its City Attorney and representatives about the City Council's position on the Development Agreement that is the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (under subsection 4) allowed in executive sessions. (Kay Marion Macuil, City Attorney)

10. MOTION TO GO BACK INTO REGULAR SESSION

Vice Mayor Tadeo Azael De La Hoya moved to go back into Regular Session at approximately 8:30 p.m. The motion passed unanimously.

11. ADJOURNMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to adjourn the Regular Council meeting at approximately 8:30 p.m.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on July 9, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 08/13/2025

Summary

DISBURSEMENTS

From July 23, 2025 to August 5, 2025

Total \$4,570,239.23

(Four Million, Five Hundred Seventy Thousand, Two Hundred Thirty-Nine Dollars and Twenty-Three Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING AUGUST 13, 2025 **Disbursement Report from 07/23/2025 TO 08/05/2025**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	07/24/2025	\$ 133,010.45	Schedule A
Accounts Payable Check Account	07/25/2025	\$ 2,693,285.76	Schedule B
Payroll Check Account	07/31/2025	\$ 608,832.65	Schedule C
Accounts Payable Check Account	08/01/2025	\$ 1,135,110.37	Schedule D

Total Disbursements: \$ 4,570,239.23

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

RECEIVED

AUG 7 2025

CITY CLERK'S OFFICE

Prepared by Karla Plascencia: _____

Verified by Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____



Pay Day Register

Pay Date Range 07/25/25 - 07/25/25

Pay Batch 0725P207

Pay Batch 0725P207 Total

Employees in Pay Batch 93

Female Employees in Pay Batch 7

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
943 - PD - RETENTION	.0000	45,500.00	Gross	159,500.00		
944 - PD - RECRUIT HIRNG	.0000	2,000.00	Imputed Income		Employer Taxes	Gross Base
945 - PD -LATERAL 3+ HIRING	.0000	2,500.00	FEDERAL TAX WITHHOLDING	9,754.08	MEDICARE	2,312.75 159,500.00
957 - FD - CEP RETENTION	.0000	77,500.00	SOCIAL SECURITY TAX	9,889.11	SOCIAL SECURITY TAX	9,889.11 159,500.00
958 - FD - EMT RETENTION	.0000	14,500.00	MEDICARE	2,312.75	SUTA/UNEMPLOYMENT	949.29 158,200.00
969 - FD - HIRING INCENTIVE	.0000	15,500.00	STATE WITHHOLDING	3,665.50		
971 - PD - LATERAL W/NO EXP	.0000	2,000.00	MISCELLANEOUS	868.11	Workers' Comp	Gross Base
Total	0.0000	\$159,500.00	Net	\$133,010.45	Direct Deposits	Amount
					Check	\$133,010.45

Mario A.

Rodriguez

Digitally signed by: Mario A. Rodriguez

DN: CN = Mario A. Rodriguez

email = mrodriguezg@sanluisaz.

gov C = US O = City of San Luis

OU = Finance Department

Date: 2025.07.24 13:00:43 -

07'00'

Payment Register

From Payment Date: 7/21/2025 - To Payment Date: 7/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112687	07/21/2025	Open			Accounts Payable	MAHON, AMANDA	\$342.64		
112688	07/25/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$180.00		
112689	07/25/2025	Open			Accounts Payable	ALVARADO, NOHEMI	\$35.00		
112690	07/25/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,842.73		
112691	07/25/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$100.00		
112692	07/25/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$195.00		
112693	07/25/2025	Open			Accounts Payable	APS	\$50.00		
112694	07/25/2025	Open			Accounts Payable	ARRIZON, ADOLFO	\$35.00		
112695	07/25/2025	Open			Accounts Payable	ASTORGA, ERICK	\$38.23		
112696	07/25/2025	Open			Accounts Payable	BELTRAN, MODESTO	\$100.00		
112697	07/25/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,961.42		
112698	07/25/2025	Open			Accounts Payable	CELAYA, MIGUEL	\$174.45		
112699	07/25/2025	Open			Accounts Payable	CONSTRUCTION EXAM CENTER	\$995.00		
112700	07/25/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$1,706.09		
112701	07/25/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$837,330.45		
112702	07/25/2025	Open			Accounts Payable	DUARTE, MARIA	\$50.00		
112703	07/25/2025	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
112704	07/25/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$315.00		
112705	07/25/2025	Open			Accounts Payable	FIRST LEGAL BUYER INC.	\$3,145.50		
112706	07/25/2025	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$178,913.61		
112707	07/25/2025	Open			Accounts Payable	GUZMAN, LORENA	\$50.00		
112708	07/25/2025	Open			Accounts Payable	HQ SPORTS LLC	\$4,733.03		
112709	07/25/2025	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$747.30		
112710	07/25/2025	Open			Accounts Payable	IPS GROUP INC	\$548.41		
112711	07/25/2025	Open			Accounts Payable	LAMAR ADVERTISING OF YUMA	\$1,200.00		
112712	07/25/2025	Open			Accounts Payable	LUNA, BELEN	\$50.00		
112713	07/25/2025	Open			Accounts Payable	MORALES, KARINA	\$20.00		
112714	07/25/2025	Open			Accounts Payable	MUNOZ, EDUARDO	\$200.00		
112715	07/25/2025	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$664.37		
112716	07/25/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$60.00		
112717	07/25/2025	Open			Accounts Payable	PEACEKEEPER PRODUCTS INT'L	\$2,339.60		
112718	07/25/2025	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
112719	07/25/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$2,914.34		
112720	07/25/2025	Open			Accounts Payable	PROVERBS 31 HOME	\$500.00		
112721	07/25/2025	Open			Accounts Payable	RAMIREZ, FABIOLA	\$50.00		
112722	07/25/2025	Open			Accounts Payable	REYNOSO, NIGEL	\$42.00		
112723	07/25/2025	Open			Accounts Payable	SHUMS CODA ASSOCIATES, INC	\$300.00		
112724	07/25/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$6,904.46		
112725	07/25/2025	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	\$117,748.00		
112726	07/25/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,560.09		
112727	07/25/2025	Open			Accounts Payable	STATE OF FLORIDA DEPARTMEN OF HIGHWAY SAFETY AND MV	\$10.00		
112728	07/25/2025	Open			Accounts Payable	STATUS CREATIVO LLC	\$65.04		

Payment Register

From Payment Date: 7/21/2025 - To Payment Date: 7/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112729	07/25/2025	Open			Accounts Payable	TAQUERIA AGUILAR LLC	\$433.99		
112730	07/25/2025	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$346.53		
112731	07/25/2025	Open			Accounts Payable	THE HOME DEPOT	\$2,931.28		
112732	07/25/2025	Open			Accounts Payable	THE LIFEGUARD STORE, INC	\$3,084.94		
112733	07/25/2025	Open			Accounts Payable	TORRES, GILBERTO	\$280.00		
112734	07/25/2025	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$279.00		
112735	07/25/2025	Open			Accounts Payable	TRIPLE BBB GAS STATION	\$100.00		
112736	07/25/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$326.00		
112737	07/25/2025	Open			Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	\$52,000.00		
112738	07/25/2025	Open			Accounts Payable	WAL-MART	\$175.00		
112739	07/25/2025	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$2,388.96		
112740	07/25/2025	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$605,672.64		
112741	07/25/2025	Open			Accounts Payable	ZARAGOZA, JOSE	\$18.29		
112742	07/25/2025	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
112743	07/25/2025	Open			Accounts Payable	FIRE TRUCK SOLUTIONS, LLC	\$2,194.84		
Type Check Totals:					57 Transactions		\$1,842,778.23		
EFT									
7989	07/25/2025	Open			Accounts Payable	4 IMPRINT	\$749.88		
7990	07/25/2025	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$2.21		
7991	07/25/2025	Open			Accounts Payable	ASSA ABLOY ENTRANCE SYSTEM US INC.	\$457.00		
7992	07/25/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$2,354.34		
7993	07/25/2025	Open			Accounts Payable	CDWG	\$1,448.07		
7994	07/25/2025	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$8,743.24		
7995	07/25/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$38,555.89		
7996	07/25/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$22,266.00		
7997	07/25/2025	Open			Accounts Payable	CROWN AWARDS	\$1,989.36		
7998	07/25/2025	Open			Accounts Payable	FRANKLIN STRIPING, INC.	\$30,520.27		
7999	07/25/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,832.50		
8000	07/25/2025	Open			Accounts Payable	FRUTH GROUP INC	\$93.69		
8001	07/25/2025	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$1,500.00		
8002	07/25/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$4,094.72		
8003	07/25/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$9,467.00		
8004	07/25/2025	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$5,416.66		
8005	07/25/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$931.70		
8006	07/25/2025	Open			Accounts Payable	KNOWLEDGECITY, INC.	\$1,901.95		
8007	07/25/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$1,745.25		
8008	07/25/2025	Open			Accounts Payable	MGC CONTRACTORS, INC	\$517,776.39		
8009	07/25/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$2,800.00		
8010	07/25/2025	Open			Accounts Payable	POLAR ICE LLC	\$698.04		
8011	07/25/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$525.00		
8012	07/25/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$493.27		
8013	07/25/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$138.50		
8014	07/25/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$6,381.94		

Payment Register

From Payment Date: 7/21/2025 - To Payment Date: 7/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8015	07/25/2025	Open			Accounts Payable	STATE OF ARIZONA	\$990.00		
8016	07/25/2025	Open			Accounts Payable	SWEETWATER SOUND HOLDINGS LLC.	\$874.60		
8017	07/25/2025	Open			Accounts Payable	TAYLOR ENGINEERING, PLLC	\$178,698.97		
8018	07/25/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$1,186.61		
8019	07/25/2025	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,425.97		
8020	07/25/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$194.38		
8021	07/25/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$254.13		
Type EFT Totals:					33 Transactions		\$850,507.53		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$1,842,778.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$1,842,778.23	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$850,507.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	33	\$850,507.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$2,693,285.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$2,693,285.76	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$1,842,778.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$1,842,778.23	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	33	\$850,507.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	33	\$850,507.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$2,693,285.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$2,693,285.76	\$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2025.07.25 13:45:20 -07'00'



Pay Day Register

Pay Date Range 07/12/25 - 07/25/25
Pay Batch 202516

Pay Batch 202516 Total

Employees in Pay Batch 365

Female Employees in Pay Batch 104

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	25,443.0274	671,337.71	Gross	883,903.94	ASRS ALTERNATE	844.04
1001 - LEAVE WITHOUT PAY	235.7500	.00	Imputed Income		AZ STATE RETIREMENT	58,237.11
1005 - BEREAVEMENT	34.0000	802.98	FEDERAL TAX WITHHOLDING	56,599.82	DENTAL = FAMILY	437.80
1007 - ON CALL WORKED HOURS	30.5000	804.15	SOCIAL SECURITY TAX	54,802.24	LONG TERM DISABILITY	687.44
1009 - PART TIME	1,235.2500	19,818.57	MEDICARE	12,816.57	MEDICAL MEX ONLY - EE &	2,179.71
1010 - PART TIME FIREFIGHTERS	128.0000	2,822.52	STATE WITHHOLDING	15,830.68	MEDICAL MEX ONLY - EE &	10,963.46
1012 - LEAVE WITH PAY	10.0000	375.90	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE &	2,179.71
201 - OVERTIME	1,583.2500	61,093.77	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	4,320.36
202 - OP STONE GARDEN- O.T.	825.0000	42,140.75	AM. FIDELITY- ACCIDENT-PRE	492.45	MEX & US HEALTH = EE	57,484.80
2023 - FMLA - SICK LEAVE	40.0000	712.40	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	149.52
2036 - MARSHALS OT	20.5000	890.22	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	360.62
2038 - FMLA - LEAVE WITHOUT	110.0000	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE &	149.52
300 - VACATION EARNED	1,592.9100	.00	AM. FIDELITY- GHI- PRE TAX	275.40	MEX ONLY DENTAL - EE ONLY	203.50
301 - VACATION USED	1,979.0000	53,303.90	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS - ALTERNATE	230.58
400 - SICK EARNED	1,424.2400	.00	AM. FIDELITY- TX LIFE -POST	174.19	PSPRS FIRE DB NORM - TIER 1	12,356.84
405 - SCHEDULED SICK LEAVE	290.2500	7,492.04	AZ COPS - SLPD	515.00	PSPRS FIRE DB NORM - TIER 2	1,100.69
406 - UNSCHEDULED SICK LEAVE	461.2500	11,078.69	AZ STATE RETIREMENT	58,237.11	PSPRS FIRE DB NORM - TIER 3	6,796.54
501 - WC PUBLIC SAFETY USED	110.0000	2,593.80	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	2,262.97
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	1,070.00	PSPRS FIRE DB UNFUND - TIER	201.57
503 - STAND-BY PAY	651.0000	1,302.00	DEFERRED COMP - ROTH	361.66	PSPRS FIRE DB UNFUND - TIER	2,012.03
900 - COMPENSATION EARNED	4.2500	.00	DEFERRED COMPENSATION	2,680.00	PSPRS POLICE DB NORM - TIER	6,852.89
901 - COMPENSATION USED	26.6250	509.54	DEFERRED COMPENSATION	1,421.58	PSPRS POLICE DB NORM - TIER	1,402.05
940 - PD - EDU ASST	.0000	550.00	FOP/ALC	450.00	PSPRS POLICE DB NORM - TIER	6,165.76
941 - PD - EDU BCHL	.0000	675.00	GARNISHMENT - CHILD	3,029.89	PSPRS POLICE DB UNFUND -	3,472.70
942 - PD - EDU MAST	.0000	100.00	IAFF- FIRE DEPT	1,549.34	PSPRS POLICE DB UNFUND -	710.49
950 - PD -SRT	.0000	400.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	3,682.43
951 - PD - K-9 HANDLER	.0000	100.00	LONG TERM DISABILITY	687.44	STANDARD STD	4,381.99
952 - PD - PHLEBOTOMIS	.0000	150.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	382.56
953 - PD - COLLISION	.0000	150.00	MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	159.40
954 - PD - NEGOTIATOR	.0000	200.00	MEX ONLY DENTAL - EE &	463.98	US & MEX DENTAL - EE	3,082.56
955 - PD - EVENING SHIFT	.0000	50.00	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = C	28,582.96
956 - PD - MIDNIGHT SHFT	.0000	650.00	MEX ONLY HEALTH - EE & CH	536.76	US & MEX HEALTH = FAMILY	30,504.90
961 - FD - EDU ASST	.0000	750.00	MEX ONLY HEALTH = S	480.15	US & MEX HEALTH = SP	7,976.64
962 - FD - EDU BACHL	.0000	225.00	MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,211.97
965 - PD - STAND-BY PAY	.0000	2,243.00	MEXICO ONLY HEALTH - EE &	536.76	VSP- VISION	603.75
967 - FD - SPECIAL ASSIGNEMNT	166.0000	332.00	MISCELLANEOUS	195.00	WC PSPRS 17.38	450.80
968 - SRO 50	.0000	150.00	PAC FUND- FIRE DEPT.	122.00	Total	\$262,782.66
Total	36,400.8024	\$883,903.94	PS DEFERRED COMP - ROTH	735.00		
			PS DEFERRED COMP - ROTH	499.63		



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PS DEFERRED COMP TIAA -	421.72	10,661.89	Employer Taxes	Gross Base
PS DEFERRED COMPENSATION	2,180.00	.00	MEDICARE	12,816.57 883,903.94
PSPRS FIRE DB RATE - TIER 1a	6,310.15	82,485.42	SOCIAL SECURITY TAX	54,802.24 883,903.94
PSPRS FIRE DB RATE - TIER 1b	1,282.64	16,766.45	SUTA/UNEMPLOYMENT	5,090.73 848,484.90
PSPRS FIRE DB RATE - TIER 2	676.33	8,840.87	Total	\$72,709.54
PSPRS FIRE DB RATE - TIER 3	6,796.54	78,211.05		
PSPRS POLICE DB RATE - TIER	3,797.95	49,646.27	Workers' Comp	Gross Base
PSPRS POLICE DB RATE - TIER	1,645.96	21,515.68	Ambulance EMT Search &	4,496.87 94,670.75
PSPRS POLICE DB RATE - TIER 2	1,113.78	14,559.16	ANIMAL CONTROL OFFICERS	78.35 3,481.94
PSPRS POLICE DB RATE - TIER 3	6,165.76	70,952.31	ATTORNEY- ALL & CLERICAL-	74.89 34,052.76
STANDARD LIFE ADDTNL	882.38	.00	AUTO SERVICE/ REPAIR	283.01 10,143.50
TRANSWESTERN MEXICAN	141.00	.00	BUILDING- NOC OPER BY	1,225.53 33,854.10
U.S. MEX DENTAL - EE &	492.72	.00	BUS COMPANY AND DRIVERS	83.99 1,521.60
U.S. MEX DENTAL - EE &	205.30	.00	CLERICAL OFFICE/ LIBRARY/	470.37 195,980.33
UNITED WAY	14.00	.00	Electrician	73.78 2,349.60
US & MEX DENTAL= FAMILY	563.64	.00	FIREFIGHTERS & DRIVERS	4,977.81 104,796.27
US & MEX HEALTH = C	7,038.67	.00	GARBAGE/ ASH/ REFUSE	682.46 10,919.53
US & MEX HEALTH = FAMILY	7,512.00	.00	Homemaker Service	44.06 1,923.60
US & MEX HEALTH = S	6,387.20	.00	Motion Picture Production	16.60 2,553.34
US & MEX HEALTH = SP	1,964.28	.00	MUNICIPAL/ TOWN/	979.84 55,991.01
VSP - VISION CHILDREN	243.95	.00	PARKS- NOC ALL EMPLOYEES	899.12 29,002.68
VSP - VISION FAMILY	369.41	.00	POLICE OFFICERS	8,325.55 175,274.39
VSP - VISION SPOUSE	188.19	.00	RECREATION- ALL EMPLOYEES/	318.20 23,226.77
Net	\$608,832.65		SEWAGE DISPOSAL/ PLANT	1,306.51 37,979.77
			Street or Road Construction	3,157.23 35,755.89
			WATERWORKS OPERATIONS	1,055.80 30,426.11
			Total	\$28,549.97

Miguel M
Ramirez

Digitally signed by: Miguel M.
Ramirez
DN: CN = Miguel M. Ramirez
email = mramirez@sanluisaz.gov
C = AD O = City of San Luis,
Finance Dept.
Date: 2025.07.31 15:39:55 -07'00'

Direct Deposits	Amount
1st Bank Yuma	44,703.44
ACADEMY BANK	3,029.87
Ally Bank	1,600.47
America First	1,660.89
AVENIR FINANCIAL	52,712.46
Bank of America	6,093.92
Bankcorp	200.00
BANKCORP BANK	500.00
CAPITAL ONE	2,224.34
Charles Sch	250.00
Chase Bank	280,945.34
CHASE BANK CA	2,946.82
CHASE BANK MORGAN	2,644.87
CHASE BANK TX	1,500.00



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chase centro	2,073.85
discover	400.00
FF CREDIT UNION	2,649.91
FIREFIGHTER FIRST CREDIT UNION	18,154.74
HUGHES FCU	1,980.61
MECHNICS BANK	257.61
National Bank	1,428.16
Navy Federal	35,835.51
NBKC Bank - Acorns	1,095.14
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	804.39
PATHWARD	1,578.95
SOFI BANK	3,698.83
Sunbank	1,597.71
THE FOOTHILLS BANK	723.04
USAA FEDERAL SAVING	1,677.41
VANTAGE WEST	2,167.20
WASHINGTON FEDERAL	1,322.27
Wells Fargo	117,846.14
WELLS FARGO ARKANSAS	1,794.23
WELLS FARGO CA	3,896.90
WELLS FARGO CALE	866.44
WELLS FARGO YUMA	2,912.93
Total	<u>\$605,894.39</u>
Check	\$2,938.26

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
112744	07/30/2025	Open			Accounts Payable	AFABLE, ROBERTO	\$8.44		
112745	07/30/2025	Open			Accounts Payable	AGUILAR DE PEREZ, MARIA	\$18.90		
112746	07/30/2025	Open			Accounts Payable	CAMACHO, CAROLINA	\$16.38		
112747	07/30/2025	Open			Accounts Payable	CARDENAS, NORA	\$1.26		
112748	07/30/2025	Open			Accounts Payable	CASEY, GORDON, GENE	\$15.75		
112749	07/30/2025	Open			Accounts Payable	CONDE, JEFFREY, JESUS	\$25.20		
112750	07/30/2025	Open			Accounts Payable	COSIO, JOSE M.	\$2.52		
112751	07/30/2025	Open			Accounts Payable	COVARRUBIAS, EDNA, DENISSE	\$1.26		
112752	07/30/2025	Open			Accounts Payable	DE LOS REYES, FRANCISCO	\$10.08		
112753	07/30/2025	Open			Accounts Payable	DEMARA PADILLA, CHRISTOPHER	\$6.55		
112754	07/30/2025	Open			Accounts Payable	DUNES, MARIA, ISABEL	\$1.26		
112755	07/30/2025	Open			Accounts Payable	EMBREE, RANEY, BLAIR	\$11.84		
112756	07/30/2025	Open			Accounts Payable	FILLINGER, MIRIAM	\$4.41		
112757	07/30/2025	Open			Accounts Payable	GALLEGOS, GEORGE, VASQUEZ	\$18.90		
112758	07/30/2025	Open			Accounts Payable	GASTELUM, ABRAHAM	\$3.78		
112759	07/30/2025	Open			Accounts Payable	GASTELUM, KIMBERLY	\$1.32		
112760	07/30/2025	Open			Accounts Payable	GONZALEZ MOLINA, BENITO	\$2.52		
112761	07/30/2025	Open			Accounts Payable	HERNANDEZ GUTIERREZ, MARCO	\$6.30		
112762	07/30/2025	Open			Accounts Payable	HERRERA, JUAN, CORONADO	\$15.12		
112763	07/30/2025	Open			Accounts Payable	LEWIS, DAVID, ROYER	\$17.04		
112764	07/30/2025	Open			Accounts Payable	LOPEZ RAMIREZ, ENRIQUE	\$17.04		
112765	07/30/2025	Open			Accounts Payable	LOZANO, JENNIFER	\$14.52		
112766	07/30/2025	Open			Accounts Payable	LUGO, KATHLEEN ROSARIO	\$12.60		
112767	07/30/2025	Open			Accounts Payable	LUPERCIO, RICHARD, L	\$16.38		
112768	07/30/2025	Open			Accounts Payable	MALDONADO REYES, ROSA	\$5.04		
112769	07/30/2025	Open			Accounts Payable	MARTINEZ MEZA, MARIO	\$6.30		
112770	07/30/2025	Open			Accounts Payable	MELENDRES ZAVALA, MARIA	\$1.26		
112771	07/30/2025	Open			Accounts Payable	NAVARRO, GLADIS	\$2.52		
112772	07/30/2025	Open			Accounts Payable	OCHOA, MARTHA, ESTELLA	\$2.52		
112773	07/30/2025	Open			Accounts Payable	OCHOA MARTINEZ, ANTONIO	\$12.60		
112774	07/30/2025	Open			Accounts Payable	PEREZ SERVIN, ARMANDO	\$13.26		
112775	07/30/2025	Open			Accounts Payable	RAMIREZ, CLAUDIA, YVONNE	\$15.15		
112776	07/30/2025	Open			Accounts Payable	RAMIREZ MUNOZ, YADERY	\$2.52		
112777	07/30/2025	Open			Accounts Payable	REYES, JOSUE	\$36.92		
112778	07/30/2025	Open			Accounts Payable	REYES MEDINA, ISRAEL	\$2.52		
112779	07/30/2025	Open			Accounts Payable	RODRIGUEZ, SERGIO, HEREDIA	\$15.15		
112780	07/30/2025	Open			Accounts Payable	SANDOVAL, CARMEN	\$2.52		
112781	07/30/2025	Open			Accounts Payable	SILVA, YAMAYRA	\$13.39		
112782	07/30/2025	Open			Accounts Payable	STULTZ, RODNEY, PAUL	\$17.64		
112783	07/30/2025	Open			Accounts Payable	TORRES, VALERIA	\$3.15		
112784	07/30/2025	Open			Accounts Payable	VALENCIA, CARLOS, RIVERA	\$2.52		
112785	07/31/2025	Open			Utility Management	ARIAS, RAMON	\$4.82		
					Refund				
112786	07/31/2025	Open			Utility Management	ARIAS, RAMON	\$32.78		
					Refund				
112787	07/31/2025	Open			Utility Management	BOBADILLA, CARLOS, E	\$2.87		
					Refund				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112788	07/31/2025	Open			Utility Management Refund	CANDELAS, JOSE CARLOS & KARINA SALINAS	\$12.11		
112789	07/31/2025	Open			Utility Management Refund	CASTILLO, JUAN C	\$11.63		
112790	07/31/2025	Open			Utility Management Refund	CASTRO, CATALINA & JORGE	\$198.84		
112791	07/31/2025	Open			Utility Management Refund	CENTURY 21 ACTION GROUP / MCCRORY JUDY	\$39.86		
112792	07/31/2025	Open			Utility Management Refund	CHARTER COMMUNICATIONS	\$2,584.71		
112793	07/31/2025	Open			Utility Management Refund	CHAVEZ, EDGAR & LENNOX RODRIGUEZ	\$14.12		
112794	07/31/2025	Open			Utility Management Refund	CITY BORE COMMUNICATION INC	\$45.00		
112795	07/31/2025	Open			Utility Management Refund	COMITE DE BIENESTAR INC	\$4.65		
112796	07/31/2025	Open			Utility Management Refund	EVANS CUSTOM CONCRETE	\$548.97		
112797	07/31/2025	Open			Utility Management Refund	FANGUY , KRISTINA	\$49.20		
112798	07/31/2025	Open			Utility Management Refund	FOURCADEZ, JUAN, E	\$124.33		
112799	07/31/2025	Open			Utility Management Refund	GAGON, PRESTON	\$180.76		
112800	07/31/2025	Open			Utility Management Refund	GARCIA, CASSANDRA, M	\$70.02		
112801	07/31/2025	Open			Utility Management Refund	GARDUNO, ANDREA	\$7.71		
112802	07/31/2025	Open			Utility Management Refund	GONZALEZ, ANA P & DANIEL A	\$147.14		
112803	07/31/2025	Open			Utility Management Refund	GONZALEZ, BRYAN	\$136.78		
112804	07/31/2025	Open			Utility Management Refund	GUERRERO WILSON , FRANCISCO ANTONIO	\$151.74		
112805	07/31/2025	Open			Utility Management Refund	GUZMAN, SELENA	\$52.46		
112806	07/31/2025	Open			Utility Management Refund	HERNANDEZ, JOSE	\$191.47		
112807	07/31/2025	Open			Utility Management Refund	JAUREGUI, JOAQUIN & SALMA P CASTRO	\$55.44		
112808	07/31/2025	Open			Utility Management Refund	JULIA C SANCHEZ & JAYLENE C SANCHEZ	\$130.77		
112809	07/31/2025	Open			Utility Management Refund	LOPEZ, OCTAVIO & ALEJANDRINA	\$49.63		
112810	07/31/2025	Open			Utility Management Refund	LUNA, IDALIA & JUAN M GUEVARA	\$127.37		
112811	07/31/2025	Open			Utility Management Refund	MARQUEZ, LUIS	\$2.26		
112812	07/31/2025	Open			Utility Management Refund	MENDOZA, MARIA	\$116.49		
112813	07/31/2025	Open			Utility Management Refund	MOLINA KARLA & MOLINA IVANNA	\$158.41		

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Number	Date	Status	Void Reason	Reconciled/ Volded Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112814	07/31/2025	Open			Utility Management Refund	NATAL, CYNTHIA	\$53.94		
112815	07/31/2025	Open			Utility Management Refund	NAVARRO , CARLOS	\$62.15		
112816	07/31/2025	Open			Utility Management Refund	NUNEZ , JAMES JR	\$20.33		
112817	07/31/2025	Open			Utility Management Refund	P & V HOLDINGS INC	\$223.69		
112818	07/31/2025	Open			Utility Management Refund	ROUND 5 ,LLC	\$1,243.83		
112819	07/31/2025	Open			Utility Management Refund	SALAZAR, JOSE M.	\$19.90		
112820	07/31/2025	Open			Utility Management Refund	TRUJILLO MENDOZA, CARMEN	\$91.86		
112821	07/31/2025	Open			Utility Management Refund	VALENZUELA, HECTOR	\$23.82		
112822	07/31/2025	Open			Utility Management Refund	VARGAS SALVADOR & NELLY	\$9.79		
112823	07/31/2025	Open			Utility Management Refund	ZAVALA, MIRIAM & GUADALUPE ROMERO	\$138.93		
112824	07/31/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$515.00		
112825	07/31/2025	Open			Accounts Payable	FOP/ALC	\$450.00		
112826	07/31/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,264.35		
112827	07/31/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
112828	07/31/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$122.00		
112829	07/31/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,549.34		
112830	07/31/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$42.22		
112831	07/31/2025	Open			Accounts Payable	BERMUDEZ, CARLOS	\$137.42		
112832	07/31/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,013.19		
112833	07/31/2025	Open			Accounts Payable	CARDENAS, ERNESTO	\$420.00		
112834	07/31/2025	Open			Accounts Payable	DUARTE, ERNESTO	\$324.00		
112835	07/31/2025	Open			Accounts Payable	FERGUSON WATERWORKS	\$508.74		
112836	07/31/2025	Open			Accounts Payable	FLORES, ELVIS, N	\$149.40		
112837	07/31/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$56,540.28		
112838	07/31/2025	Open			Accounts Payable	GARCIA, JESUS	\$539.00		
112839	07/31/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$4,179.88		
112840	07/31/2025	Open			Accounts Payable	MONTES, ARNOLD	\$324.00		
112841	07/31/2025	Open			Accounts Payable	MUNOZ, ALDO	\$382.00		
112842	07/31/2025	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
112843	07/31/2025	Open			Accounts Payable	ORTIZ, JUAN, C	\$324.00		
112844	07/31/2025	Open			Accounts Payable	PEREZ, HAZIEL	\$420.00		
112845	07/31/2025	Open			Accounts Payable	ROBERT L. CAMPBELL STRUCTURAL ENGINEER, P.C	\$560.00		
112846	07/31/2025	Open			Accounts Payable	SANTIAGO, JOSE	\$154.01		
112847	07/31/2025	Open			Accounts Payable	THE HOME DEPOT	\$83.00		
112848	07/31/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$326.00		

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From Payment Date: 7/28/2025 - To Payment Date: 8/1/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112849	07/31/2025	Open			Accounts Payable	VALENZUELA, SERGIO	\$324.00		
112850	07/31/2025	Voided		07/31/2025	Accounts Payable	VELASCO, IVAN	\$243.00		
112851	07/31/2025	Open			Accounts Payable	W.W.GRAINGER, INC	\$1,386.03		
112852	07/31/2025	Open			Accounts Payable	VELASCO, IVAN	\$324.00		
112853	08/01/2025	Open			Accounts Payable	ADOT MVD	\$0.62		
112854	08/01/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$715.00		
112855	08/01/2025	Open			Accounts Payable	AIRGAS USA LLC	\$72.43		
112856	08/01/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$780.00		
112857	08/01/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,292.06		
112858	08/01/2025	Open			Accounts Payable	BROADCAST MUSIC INC.	\$6.69		
112859	08/01/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$144.00		
112860	08/01/2025	Open			Accounts Payable	CELLEBRITE INC.	\$13,619.83		
112861	08/01/2025	Open			Accounts Payable	CENTURYLINK	\$525.23		
112862	08/01/2025	Open			Accounts Payable	CENTURYLINK	\$383.39		
112863	08/01/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$859.00		
112864	08/01/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$214.78		
112865	08/01/2025	Open			Accounts Payable	GARCIA, PABLO	\$360.00		
112866	08/01/2025	Open			Accounts Payable	GILA ELECTRONIC	\$1,268.73		
112867	08/01/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$137.24		
112868	08/01/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$3,986.80		
112869	08/01/2025	Open			Accounts Payable	HUBER TECHNOLOGY, INC	\$1,605.30		
112870	08/01/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$429.87		
112871	08/01/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$400.97		
112872	08/01/2025	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$9,907.12		
112873	08/01/2025	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$400.00		
112874	08/01/2025	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$6,437.94		
112875	08/01/2025	Open			Accounts Payable	ON TIME TELECOM, INC.	\$2,159.88		
112876	08/01/2025	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$4,323.36		
112877	08/01/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$165.00		
112878	08/01/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$360.00		
112879	08/01/2025	Open			Accounts Payable	SANDOVAL GARCIA, DANYAEL	\$192.00		
112880	08/01/2025	Open			Accounts Payable	TAQUERIA AGUILAR LLC	\$1,422.65		
112881	08/01/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$360.00		
112882	08/01/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	\$540.00		
112883	08/01/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	\$360.00		
112884	08/01/2025	Open			Accounts Payable	W.W.GRAINGER, INC	\$9.79		
112885	08/01/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$333.91		
Type Check Totals:							\$139,177.38		
EFT									
8023	07/29/2025	Open			Accounts Payable	ALSCO, INC	\$2,264.14		
8024	07/29/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$5,648.74		
8025	07/29/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$6,476.61		
8026	07/29/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$3,703.00		
8027	07/29/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$3,179.88		

Payment Register

From Payment Date: 7/28/2025 - To Payment Date: 8/1/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8028	07/31/2025	Open			Accounts Payable	AMBERLY'S PLACE	\$3,750.00		
8029	07/31/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$942.44		
8030	07/31/2025	Open			Accounts Payable	CDWG	\$126.32		
8031	07/31/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
8032	07/31/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$72.75		
8033	07/31/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$19.92		
8034	07/31/2025	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$1,518.32		
8035	07/31/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$20,801.95		
8036	07/31/2025	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	\$54,105.12		
8037	07/31/2025	Open			Accounts Payable	PURCHASE POWER	\$1,114.26		
8038	07/31/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$4,728.15		
8039	07/31/2025	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$2,208.70		
8040	07/31/2025	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$218,570.00		
8041	07/31/2025	Open			Accounts Payable	YUMA SUN INC	\$225.00		
8042	08/01/2025	Open			Accounts Payable	24/7 GET FIT LLC	\$1,377.00		
8043	08/01/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$234.74		
8044	08/01/2025	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$234,005.00		
8045	08/01/2025	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$114.99		
8046	08/01/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$447.69		
8047	08/01/2025	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$650.47		
8048	08/01/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,235.46		
8049	08/01/2025	Open			Accounts Payable	CDWG	\$33,251.32		
8050	08/01/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$226.71		
8051	08/01/2025	Open			Accounts Payable	CODE 3 TECHNOLOGY LLC	\$291,448.50		
8052	08/01/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$221.00		
8053	08/01/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$451.97		
8054	08/01/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$483.16		
8055	08/01/2025	Open			Accounts Payable	DETECTION INSTRUMENTS CORPORATION	\$2,523.15		
8056	08/01/2025	Open			Accounts Payable	DIGITAL ROOM LLC	\$707.33		
8057	08/01/2025	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$936.58		
8058	08/01/2025	Open			Accounts Payable	GARCIA, JESUS	\$500.00		
8059	08/01/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$8,661.52		
8060	08/01/2025	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$258.01		
8061	08/01/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$500.00		
8062	08/01/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$285.92		
8063	08/01/2025	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$4,032.00		
8064	08/01/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$143.43		
8065	08/01/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$1,790.00		
8066	08/01/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$2,485.17		
8067	08/01/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$2,500.00		

Payment Register

From Payment Date: 7/28/2025 - To Payment Date: 8/1/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8068	08/01/2025	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$650.00		
8069	08/01/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,312.57		
8070	08/01/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$626.69		
8071	08/01/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$745.61		
8072	08/01/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$489.66		
8073	08/01/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,576.97		
8074	08/01/2025	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$68,964.00		
8075	08/01/2025	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$30.00		
8076	08/01/2025	Open			Accounts Payable	YUMA SUN INC	\$645.00		
8077	08/01/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$146.57		
Type EFT Totals:							\$996,175.99		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	141	\$138,934.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$243.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	142	\$139,177.38	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$996,175.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$996,175.99	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	196	\$1,135,110.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$243.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/28/2025 - To Payment Date: 8/1/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	197	\$1,135,353.37	\$0.00	
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	141	\$138,934.38	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$243.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	142	\$139,177.38	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	55	\$996,175.99	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	55	\$996,175.99	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	196	\$1,135,110.37	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	1	\$243.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	197	\$1,135,353.37	\$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canoz
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.
 gov C = AD
 Date: 2025.08.01 11:51:28 -0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 08/13/2025

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to approve Fiscal Year 2026 cumulative purchases for the Public Works Department. **(Angelica Cifuentes, Purchasing Coordinator & Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Public Works Department procures different services and materials throughout the year in order to conduct daily operations and maintenance in its various divisions. Due to the various purchases during the fiscal year, auditors consider these cumulative purchases, which exceed the \$45,000.00 threshold as described in the San Luis Purchasing Code Section 3.05.010 (D).

Staff is seeking the City Council's approval for the purchase of services and materials for Fiscal Year 2026 listed on the attached *"Public Works Cumulative Purchases for FY 2026"* detail, following Cooperative Purchasing procedures as allowed under the San Luis Purchasing Section 3.05.090 (for those available), and to waive formal purchasing procedures as permitted under the San Luis Purchasing Code Section 3.05.010 (F) for the remainder, as well as to ratify all purchases made for the month of July 2025 for these vendors.

These services and materials include laboratory services and environmental quality compliance services for water and wastewater, chlorine products for water and wastewater treatment, water meters and radios for metering infrastructure, asphalt and concrete for street maintenance, gas and oils for all City vehicles, landfill fees for solid waste disposal, and residential garbage containers for solid waste operations.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PURCHASES FOR FISCAL YEAR 2026 OF SERVICES AND MATERIALS LISTED ON THE PUBLIC WORKS CUMULATIVE PURCHASES SCHEDULE AS PRESENTED IN THIS AGENDA ITEM, AND WAIVE FORMAL PURCHASING PROCEDURES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

\$1,462,378.32

BUDGETED AMOUNT:

See Fiscal Impact Below

AVAILABLE AMOUNT TO TRANSFER:

See Fiscal Impact Below

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Fiscal Impact Below
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

For Fiscal Year 2026, the total estimated fiscal impact on these items is \$1,462,378.32. This fiscal impact can fluctuate based on market prices. These purchases are budgeted accordingly in the FY 2026 Budget.

Staff is seeking council approval for the purchase of services and materials for Fiscal Year 2026 listed on the attached "*Public Works Cumulative Purchases for FY 2026*" detail following Cooperative Purchasing procedures as allowed under the San Luis Purchasing Section 3.05.090, for those available and to waive formal purchasing procedures as permitted under the San Luis Purchasing Code Section 3.05.010 (F) Procedures Waived for the remainder.

Cooperative Purchases.

The following vendor has entered into a Cooperative Purchasing Agreement, and the City is piggybacking on such agreement as allowed under San Luis Purchasing Code Section 3.05.090.

- Hill Brothers Chemical Co.
- Toter, LLC.
- McNeece Bros. Oil Company Inc.

Procedures Waived/Exclusive Services.

The following vendors are considered "Sole Source Vendors," and the City does not have other supply sources:

- Core & Main
- Applied Products Group

The following vendors have been providing their services to the City of San Luis for many years now. Because of their location, type of services provided, responsiveness, knowledge of the department practices and procedures, and quality of material/services, the department considers them the best available option and also considers that a separate bidding process is not likely to result in a lower price nor a better quality for such items or services.

- Fresh Terra Services
- Western Water Works
- CR&R - South Yuma County Landfill
- BLT Companies, LLLP

Attachments

Public Works Cumulative Purchases for FY26
APG Proposal FY26
BLT Proposal FY26
Core & Main Proposal FY26
CR&R Proposal FY26
Fresh Terra Lab Proposal FY26
Hill Brothers Proposal FY26
McNeece Proposal FY26
Toter Proposal FY26
Western Water Works Proposal FY26

Public Works Cumulative Purchases for FY2026

Department/Division	Account	Vendor	Description	FY25 Proposal
Water - All 6 Treatment Facilities	300-302-70025	Applied Products Group, LLC	Constant Chlor Plus Briquettes - Water Treatment	\$ 64,039.72
Highway Users	200-210-70025	BLT Companies LLLP	Concrete and Asphalt	\$ 143,614.56
Water - B&C	300-302-60035	Core & Main	Water Meters and Radios for AMR	\$ 248,113.19
Solid Waste & Wastewater	80030	CR&R - South Yuma County Landfill	Solid Waste & Sludge Disposal Services - Landfill	\$ 54,725.16
Wastewater - East & West Plants	310-311-80000	Fresh Terra Services	East & West WWTP Lab Services	\$ 60,046.00
Wastewater - Treatment Plants & Water Treatment Plants	310-311-70025	Hill Brothers Chemical Co.	Sodium Hypochlorite (bleach) - Water & WW Treatment	\$ 269,100.00
Fleet Services	70005	McNeece Bros. Oil Company, Inc.	Gasoline and Diesel Fuels	\$ 520,000.00
Solid Waste	320-321-60005	Toter, LLC	Solid Waste Containers	\$ 47,889.69
Water - All 6 Treatment Facilities	300-302-80000	Western Water Works	Water Sampling & Testing - ADEQ Compliance	\$ 54,850.00
Total				\$ 1,462,378.32



July 28,2025

To whom it may concern

Reference: City of San Luis, AZ.

Gentlemen,

This is to inform you that Solenis, formerly Innovative Water Care/Sigura, has appointed Applied Products Group as an authorized Manufacturer's Dealer Distributor for Constant Chlor Plus Briquettes and Constant Chlor Plus Dry Calcium Hypochlorite Feeding Systems. Applied Products Group has exclusive rights to sell and service the above-named products in the in the states of Arizona and New Mexico in accordance with our signed dealer agreement. This territory agreement involves the municipal water and wastewater treatment markets

Please feel free to contact us with any questions.

Sincerely,

Louis Finelli

Solenis North American Municipal Agent

Mobile: (732) 535-3308

Email: lfineili55@gmail.com

WWW.elitewatersolutionsusa.com

**Applied Products Group, L.L.C.**

1042 Willow Creek Road
Suite A101-464
Prescott, Arizona 86301
480.595.9739

Proposal**COCCQ2651****Jul 14, 2025****To:**

Antonio Sandoval
City of San Luis
1311 N 4th Ave
San Luis, AZ 85349

Phone: (928)941-1537

Prepared By:

Collin Clark

Phone:**Email:** jclark@apgwater.com**Valid Through:****Payment Terms: Net 30 Days****City of San Luis 2025 - 2026 Fiscal Year Chlorine Contract**

Description	Unit Price	Qty	Ext. Price
50 Lbs pails of Constant Chlor Chlorine briquettes.	\$193.00	312	\$60,216.00

Totals

Subtotal	\$60,216.00
Tax	\$3,823.72
Shipping	\$0.00
Grand Total	\$64,039.72

Shipment: 1 - 2 Weeks

Taxes: Included

Freight: Prepay & Add

Credit Card Fees: 5%



3515 East Gila Ridge Road, Yuma, Arizona 85365
Main: (928) 726-1951
Dispatch: (928) 726-0435

BLT ASPHALT LLC | BLT CPT LLC | BLT CONTRACTING LLC | BLT MATERIALS LLC | BLT READY MIX CONCRETE LLC | BLT TRUCKING LLC

PRICE QUOTE

CUSTOMER NAME: San Luis, City of
CUSTOMER ADDRESS: P.O. Box 3750
San Luis, AZ 85349

ATTENTION: Jose Salazar

BID QUOTE NUMBER: MQ0002075_

JOB: City of San Luis 4th Ave Concrete

JOB LOCATION: 1312 North 4th Avenue, San Luis, AZ 85349

DATE QUOTED: Jul 08, 2025

EMAIL: jsalazar@sanluisaz.gov

JOB NUMBER:

BID DATE: Jul 08, 2025

PHONE: 928-285-4469

CREDIT: CHARGE CUSTOMER

CODE	PRODUCT LINE	QNTY	DESCRIPTION	UOM	\$ P/UNIT	EXP. DATE
134257	Concrete	40.00	2500 PSI City Class B	Per Cubic Yard	\$164.00	09/30/2025
TAX	Concrete	1.00	Sales Tax	Each	\$702.71	09/30/2025
801	Aggregates	1.00	801 - FUEL SURCHARGE	Each	\$293.89	09/30/2025

ESTIMATED Total (excluding tax and fuel surcharge, unless noted) \$7,556.60

NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO ESTABLISH PAYMENT ARRANGEMENTS PRIOR TO PLACING ORDERS.

Ready Mix Concrete - Above quoted prices are good Monday through Friday. Additional fees apply for Saturday & Sunday deliveries. Minimum delivery charges apply to deliveries less than 4 cubic yards. Delivery Fees apply to order/callbacks. Stand-by charges may apply. If a temperature spec is required for the project, BLT reserves the right to cancel or decline scheduling any pours due to excessive weather forecast to include heat, wind, thunderstorms, etc. BLT will abide by ASTM C-94, ACI 305.1-14, ACI 301-16 and ACI 305R for hot weather concrete of 95 degrees F at the time of discharge. In the event of a scheduled Plant Dedication pour, BLT must be notified of cancellation by 5 PM the day prior to the scheduled pour, otherwise, a Cancellation Fee of \$2,000 applies. During normal scheduling (5 AM to 4 PM, Monday through Friday), if customer cancels an order after the concrete has been batched, customer will be charged for the concrete that has been batched. It is the responsibility of the customer to verify the mix has been approved by the owner of the job. For non-hourly deliveries/service jobs, time waiting for Pass/Clearance per Truck per Operator per Hour = \$150.00 per hour, otherwise time will be charged port to port based on equipment hourly rate. Special Provisions: FS 150 M 1/4" Fiber 1.0 LBS per cubic yard = \$7.50 /LB; FS 150 F 3/4" Fiber 1.5 LBS per cubic yard = \$7.50/LB; Plasticizer = \$5.00 per cubic yard; DS/Retarder = \$0.40 per ounce (EX: 27 oz p/CY = 2-4 hours asleep); NC Accelerator 1% P/CY 2500 PSI - 3000 PSI =\$6.00 per yard

Quoted By: Brad Edmondson

Accepted By: _____

Signature

Printed Name

Buyer acknowledges and agrees to Terms & Conditions on following page. Buyer must sign and return this quote prior to material delivery, to include curblane release.



3515 East Gila Ridge Road, Yuma, Arizona 85365
Main: (928) 726-1951
Dispatch: (928) 726-0435

BLT ASPHALT LLC | BLT CPT LLC | BLT CONTRACTING LLC | BLT MATERIALS LLC | BLT READY MIX CONCRETE LLC | BLT TRUCKING LLC

PRICE QUOTE

CUSTOMER NAME: San Luis, City of
CUSTOMER ADDRESS: P.O. Box 3750
San Luis, AZ 85349

ATTENTION: Jose Salazar

BID QUOTE NUMBER: MQ0002073_

JOB: City of San Luis 4th Ave Asphalt

JOB LOCATION: 1311 N 4th Ave, San Luis, AZ 85349

DATE QUOTED: Jul 08, 2025

EMAIL: jsalazar@sanluisaz.gov

JOB NUMBER:

BID DATE: Jul 08, 2025

PHONE: 928-285-4469

CREDIT: CHARGE CUSTOMER

CODE	PRODUCT LINE	QNTY	DESCRIPTION	UOM	\$ P/UNIT	EXP. DATE
75100	Asphalt	40.00	City of Yuma-C-2 (1/2")	Per Ton	\$100.00	07/31/2025
801	Aggregates	1.00	801 - FUEL SURCHARGE	Each	\$142.80	07/31/2025
TAX	Asphalt	1.00	TAX - Sales Tax FOB Yuma County 6.712	Each	\$268.48	07/31/2025

ESTIMATED Total (excluding tax and fuel surcharge, unless noted) \$4,411.28

NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO ESTABLISH PAYMENT ARRANGEMENTS PRIOR TO PLACING ORDERS.

Asphalt Products - Pricing is FOB unless otherwise noted. Passes oil content, voids, gradation, asphalt mix content at BLT Asphalt Plant. Unless noted, prices do not reflect Bituminous Material Price Adjustment (Price Index). There is a minimum requirement of fifty (50) tons of asphalt per customer. If the minimum is not met, a \$500 fee will apply Monday through Friday. All orders must be placed by Mix Code. It is the responsibility of the customer to verify the mix has been approved by the owner of the job.

Quoted By: Brad Edmondson

Accepted By: _____

Signature

Printed Name

Buyer acknowledges and agrees to Terms & Conditions on following page. Buyer must sign and return this quote prior to material delivery, to include curblin release.

February 5, 2025

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand, recognizes Core & Main LP as the Authorized Distributor of Sensus water products for the state of Arizona. Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Core & Main LP for all your Sensus needs.

We look forward to providing your business with quality water products. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist



Bid Proposal for SENSUS ANNUAL PURCHASE

CUSTOMER	CITY OF SAN LUIS 1090 E. UNION STREET SAN LUIS, AZ 85349	Job SENSUS ANNUAL PURCHASE Tucson, AZ, AZ Bid Date: 07/31/2025 Bid #: 4277767
	Sales Representative Frank Howe (M) 520-990-4168 (T) 520-624-7180 Frank.Howe@coreandmain.com	Core & Main 1185 West Glenn Tucson, AZ 85705 (T) 5206247180
CONTACT		
NOTES		



Bid Proposal for SENSUS ANNUAL PURCHASE

CITY OF SAN LUIS

Job Location: Tucson, AZ, AZ

Bid Date: 07/31/2025

Core & Main Bid #: 4277767

Core & Main

1185 West Glenn

Tucson, AZ 85705

Phone: 5206247180

Seq#	Qty	Description	Units	Price	Ext Price
10	10	OMNI+ 2 C2 1G 17LL 8WHL SM 20' TRPL 3W CABLE REG ID	EA	1,937.00	19,370.00
		MATCHES METER BODY ID C2X1XX2GXA0XXSD			
20	15	2" OMNI TURBO MTR T2 GAL TR/PL	EA	1,383.00	20,745.00
30	5	OMNI+ 1-1/2 C2 1G 13LL 8WHL SM 20' TRPL 3W CABLE REG ID	EA	1,740.47	8,702.35
		MATCHES METER BODY ID C1X1XX2GXA0XXSD			
40	162	520M S/POINT ME TC SP H&LD ACSA 5396353752201MI	EA	222.00	35,964.00
50	216	520M S/POINT M2 TC DP HR & LD ACSA 5396353752203MI	EA	308.00	66,528.00
60	244	IPERL 5/8X3/4 TRPL 6' 2W 1G SM 7WHL I5S1GBXX	EA	202.00	49,288.00
70	14	OMNI+ 1-1/2 R2 1G 13LL 8WHL SM 20' TRPL 3W CABLE W/TEST PLUG	EA	701.00	9,814.00
		ADPT 316SS COVER BOLTS REG ID MATCHES METER BODY ID			
80	18	OMNI 2 R2 1G 17LL 8WHL 316SS COVER BOLTS W/TEST PORT ADPT	EA	1,025.00	18,450.00
		REG ID MATCHES METER BODY ID R2X1AS2GXA0XXSD			
				SUBTOTAL	228,861.35
				Sub Total	228,861.35
				Tax	19,251.84
				Total	248,113.19

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



19536 S. Avenue 1E, Yuma Arizona - Tel: 928.341.9300

July 29, 2025

Angelica Cifuentes, Purchasing Coordinator
City of San Luis
1090 East Union Street
San Luis, AZ 85349

Subject: Request for Quote – FY26 Commercial & Special Waste Disposal Services

Dear Angelica,

South Yuma County Landfill is pleased to submit our proposal for an all-inclusive disposal rate, designed to streamline budgeting and operations for the City of San Luis.

Our proposal is intended to offer the City a rate we believe can not beat within Yuma County, while providing the city an all inclusive rate for all your disposal needs.

The following breakdown illustrates typical rates for various waste streams, your city is currently generating:

- Municipal Residential Solid Waste: \$41 per ton
- Commercial Solid Waste: \$58 per ton
- Biosolids: \$64 per ton
- Bulky Residential Items: \$64 per ton

Proposed All-Inclusive Disposal Fee: \$38 per ton and includes everything above (with a \$300 minimum fee per load.) This exclusive rate requires that all of the above waste generated in the City of San Luis is directed to our landfill facility. This offer is valid FY26.

This integrated fee structure encompasses all the waste streams identified in your request. Municipal & Commercial Solid Waste (MSW), Biosolids, and items collected during annual community cleanup events. By consolidating these streams under a single, transparent rate, we aim to streamline your administrative processes and provide predictable budgeting for all your current landfill services.



19536 S. Avenue 1E, Yuma Arizona - Tel: 928.341.9300

Future Opportunities for Savings and Sustainability:

This would markedly lower the city's carbon footprint, especially by eliminating the need for vehicles to ultimately traverse Telegraph Pass (a challenging topography.) This would help reduce your cities carbon emissions and vehicle miles traveled (VMT) substantially.

Please let me know if you would like us to further explore an exclusive arrangement or review detailed logistics and projected savings for this approach. My team stands ready to assist in developing a sustainable waste management solution tailored to the City of San Luis.

Thank you for the opportunity to serve your community.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Legaspi".

Edward Legaspi, Landfill Sales

A handwritten signature in blue ink, appearing to read "William Hunter".

William Hunter, Landfill Manager

Receipt and Acceptance of this offer:

_____ Date: _____

Angelica Cifuentes, Purchasing Coordinator, City of San Luis



P.O Box 4456
Yuma, AZ 85366

Estimate

Date	Estimate #
7/31/2025	2025-013

Name / Address
City of San Luis/West Mr. Eulogio Vera P.O.Box 3750 San Luis, AZ 85349

Project
WEST

Description	Qty	Rate	Total
Groundwater Analysis. Total Kjeldhal Nitrogen.	12	80.00	960.00
Ground water. Nitrate+Nitrite as N	12	70.00	840.00
Ground water analysis. Nitrate-N	12	45.00	540.00
Ground water analysis. Nitrite-N	12	45.00	540.00
Groundwater analysis. Total Nitrogen.	12	20.00	240.00
Groundwater analysis. TTHM'S	2	235.00	470.00
Groundwater Analysis. VOC'S	2	310.00	620.00
Groundwater analysis. Mercury.	4	70.00	280.00
Groundwater analysis. SM 4500 CN G-Amenable Cyanide	4	80.00	320.00
Groundwater Analysis. SM 4500 CN E- Total Cyanide.	4	80.00	320.00
Groundwater Analysis. Metals & Flouride.	4	480.00	1,920.00
Ground Analysis. E. Coli.	12	38.00	456.00
Groundwater Analysis. Total Coliform & E. Coli.	4	38.00	152.00
Groundwater Analysis. Semi-Volatiles.	2	375.00	750.00
Wastewater Analysis. BOD.	52	90.00	4,680.00
Wastewater analysis. Total Suspended Solids.	52	45.00	2,340.00
Wastewater analysis. Fecal coliform.	256	38.00	9,728.00
Wastewater Analysis. Metals & Fluoride.	4	480.00	1,920.00
Wastewater analysis. Mercury.	4	70.00	280.00
Wastewater Analysis. SM 4500 CN E- Total Cyanide.	4	80.00	320.00
Wastewater analysis. SM 4500 CN G-Amenable Cyanide	4	80.00	320.00
Wastewater analysis. Total Triahalomethanes.	2	235.00	470.00
Wastewater analysis. VOC's	2	295.00	590.00
Wastewater Analysis. Semi-volatiles.	2	375.00	750.00
Extra Contingencies.	1	2,000.00	2,000.00
Thank you for your business. We appreciate it very much.		Total	\$31,806.00



P.O Box 4456
Yuma, AZ 85366

Estimate

Date	Estimate #
7/31/2025	2025-014

Name / Address
City of San Luis East Plant Eulogio Vera P.O.Box 3750 San Luis, AZ 85349

Project
EAST

Description	Qty	Rate	Total
Groundwater Analysis. Total Kjeldhal Nitrogen.	12	80.00	960.00
Ground water. Nitrate+Nitrite as N	12	70.00	840.00
Ground water analysis. Nitrate-N	12	45.00	540.00
Ground water analysis. Nitrite-N	12	45.00	540.00
Groundwater analysis. Total Nitrogen.	12	20.00	240.00
Groundwater Analysis. Metals & Fluoride.	4	480.00	1,920.00
Grounwater analysis. SM 4500 CN G-Amenable Cyanide	4	80.00	320.00
Groundwater analysis. SM 4500 CN G-Total Cyanide.	4	80.00	320.00
Groundwater analysis. Mercury.	4	70.00	280.00
Groundwater Analysis. Total Coliform & E. Coli.	12	38.00	456.00
Groundwater Analysis. E. Coli.	12	38.00	456.00
Groundwater Analysis. Semi-Volatiles.	2	375.00	750.00
Groundwater. Total Triahalomethanes.	2	235.00	470.00
Groundwater Analysis. VOC'S	2	310.00	620.00
Wastewater analysis. Total Kjeldhal Nitrogen.	12	80.00	960.00
Wastewater analysis. Nitrate-Nitrite as N.	12	70.00	840.00
Wastewater analysis. Total Nitrogen.	12	20.00	240.00
Wastewater analysis. Nitrate as N	12	45.00	540.00
Wastewater analysis. Nitrite as N	12	45.00	540.00
Wastewater Analysis. Metals & Fluoride.	4	480.00	1,920.00
Wastewater Analysis. SM 4500 CN E- Total Cyanide.	4	80.00	320.00
Wastewater analysis. SM 4500 CN G-Amenable Cyanide	4	80.00	320.00
Wastewater analysis. 245.1 Mercury.	4	70.00	280.00
Wastewater analysis. Fecal coliform.	256	38.00	9,728.00
Wastewater analysis. TTHM'S	2	235.00	470.00
Wastewater Analysis. VOC'S	2	310.00	620.00
Wastewater Analysis. Semi-volatiles.	2	375.00	750.00
Extra Contingencies.	1	2,000.00	2,000.00
Thank you for your business. We appreciate it very much.		Total	\$28,240.00

Hill Brothers Chlorine Volume Calculation

Facility	Qty.	Package	Description	Unit	Unit Price	Total Price
West WWTP	41,600	Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ 93,600.00
East WWTP	36,400	Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ 81,900.00
Wastewater FY26 Open PO Request Total						\$ 175,500.00

Facility	Qty.	Package	Description	Unit	Unit Price	Total Price
WS3		Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ -
WS4		Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ -
WS5	20,800	Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ 46,800.00
WS6		Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ -
WS7	20,800	Mini-Bulk	NSF 12.5% Sodium Hypochlorite	Gallons	\$ 2.25	\$ 46,800.00
Water FY26 Open PO Request Total						\$ 93,600.00

Total Request for Hill Brothers Open PO for FY26	\$ 269,100.00



City Clerk Document No. _____

City Council Meeting Date: August 15, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313**

THIS AMENDMENT NO. 3 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hill Brothers Chemical Company, a California corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made August 16, 2024 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for water treatment chemicals (Agreement); and

WHEREAS, the term of the Agreement was August 15, 2021 through August 14th, 2022 with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for water treatment chemicals in an amount not to exceed \$13,600,000 for the extension term; and

WHEREAS, the Parties wish to exercise the third option through this Amendment No. 3 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 15, 2024, through August 14, 2025.
3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$13,600,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: Kevin Harthe

Its: Mayor

FOR THE CONTRACTOR

By: N 32

Area Product Specialist
Its: _____

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney *DLB*

ATTEST:

By: Dana R. DeLong
City Clerk



REVISED EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
14	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Bulk (Full load 4000 gal)	Gal	8,000	12.5% Liq Sodium Hypochlorite	\$1.95
14a	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%	Mini-bulk	Gal	9,000	12.5% Liq Sodium Hypochlorite	\$2.25
14b	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	55-gal drum	Gal	1,600	12.5% Liq Sodium Hypochlorite	\$3.16
16a	Hydrochloric acid (Muriatic Acid), Technical grade.	Mini-bulk	Gal	9,000	Hydrochloric Acid	\$3.50
16b	Hydrochloric acid (Muriatic Acid), Technical grade.	Tote	Gal	8,700	Hydrochloric Acid	\$4.10
26	Sodium Bisulfite, 40% solution.	55-gal drum	Gal	8,000	40% Sodium Bisulfite	\$5.10

Minimum Discount offered for chemicals not listed above 15 %

Delivery time after receipt of order (ARO) 2-3 business days



City Clerk Document No. _____

City Council Meeting Date: 8/12/21

**CITY OF CHANDLER PURCHASE AGREEMENT
WATER TREATMENT CHEMICALS
CITY OF CHANDLER AGREEMENT NO. PW1-885-4313**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hill Brothers Chemical Company, a California corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2021 (Effective Date).

RECITALS

A. On May 5, 2021, the City issued a solicitation for water treatment chemicals. Under the solicitation, the City proposes to enter into several related agreements to purchase water treatment chemicals in various amounts for the prices set forth in each agreement. Although the amount and type of chemicals purchased by the City may vary, the total sum for all chemical agreements must not exceed \$9,025,100.

B. City proposes to purchase water treatment chemicals from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. Contractor is ready, willing, and able to provide the goods or services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

D. City desires to contract with the Contractor to provide these goods or services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on August 15, 2021 and ends on August 14, 2022 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of

generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may

inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no

way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: City of Chandler Purchasing
Title: Procurement Officer
Address: 175 S. Arizona Avenue, 3rd floor
Chandler, AZ 85225
Phone: 480-782-2400
Email: Purchasing@chandleraz.gov

For the Contractor

Name: Michael Zaragoza
Title: Area Product Specialist
Address: 21639 N. 12th Avenue #100
Phoenix, AZ 85392
Phone: 602-315-9363
Email: mz@hillbrothers.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore,

Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides goods or services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests.

Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying

information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

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

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Technical Specifications
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.38 Special Conditions. As part of the goods furnished or the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.44 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.45 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.46 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.47 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.48 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All

claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.49 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.50 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.51 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.52 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.53 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.54 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.55 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Michael Zaragoza

Its: Mayor

Its: Michael Zaragoza

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT TECHNICAL SPECIFICATIONS

DELIVERY LOCATIONS AND HOURS

Water Treatment Plant/Production:

1475 E. Pecos Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 6:00 a.m. – 6:00 p.m.

Ocotillo Brine Reduction Facility:

3737 S. Old Price Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 6:00 a.m. – 5:00 p.m.

Airport Water Reclamation Facility:

905 E. Queen Creek Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 7:00 a.m. – 2:00 p.m.

Lone Butte Water Reclamation Facility:

Gila River Indian Reservation, 3 miles west of Firebird Lake (I-10/Maricopa Road)

- Deliveries accepted Monday-Friday 7:00 a.m. – 12:00 p.m.

202 Price Road Diversion Structure:

NEC of 101 and 202 SanTan Freeways

- Deliveries accepted Monday-Friday 7:00 a.m. – 3:00 p.m.

Aquatic Facilities:

Mesquite Groves Aquatic Center - 5901 S. Hillcrest Dr., Chandler, AZ

Hamilton Aquatic Center - 3838 S. Arizona Ave., Chandler, AZ

Folley Pool - 601 E. Fairview, Chandler, AZ

Arrowhead Pool - 1475 W. Erie St., Chandler, AZ

Desert Oasis Aquatic Center - 1400 W. Summit Pl, Chandler, AZ

Nozomi Aquatic Center - 250 S Kyrene Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 4:00 a.m. - 1:00 p.m.

NSF/ANSI 60 CERTIFICATION

All chemicals for Water Treatment Plant and Water Production shall be NSF/ANSI 60 certified. Chemicals for Aquatic use are preferred to be NSF certified.

TECHNICAL SUPPORT

If requested by the City, the Contractor will provide technical support for the purpose of optimizing use and dosage of the items on contract. Additionally, if requested by the City the Contractor will perform jar testing to ensure performance of the product.

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price
14a	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	Mini-bulk	gal	9,000	12.5% Liq Sodium Hypochlorite	\$1.20
14b	Liquid Sodium Hypochlorite (Bleach), High-quality filtered, 12.5%.	55-gal drum	gal	1,600	12.5% Liq Sodium Hypochlorite	\$1.35
16a	Hydrochloric acid (Muriatic Acid), Technical grade.	Mini-bulk	gal	9,000	Hydrochloric Acid	\$1.65
16b	Hydrochloric acid (Muriatic Acid), Technical grade.	Tote	gal	8,700	Hydrochloric Acid	\$1.85
26	Sodium Bisulfite, 40% solution.	55-gal drum	gal	8,000	40% Sodium Bisulfite	\$2.80

Minimum Discount offered for chemicals not listed above 15 %

Delivery time after receipt of order (ARO) 2-3 business days

EXHIBIT C TO AGREEMENT INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.

 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

- C. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	Layne Christensen	09/01/21	08/31/25	08/31/27
Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	Phoenix Pumps, Inc.	09/01/21	08/31/25	08/31/27
Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	Pumpman Phoenix	09/01/21	08/31/25	08/31/27
Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	Pumpman Waterworks	09/01/21	08/31/25	08/31/27
Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	TW Associates, Inc. dba Misco Water	09/01/21	08/31/25	08/31/27
Raquel	PW2-936-4357	4357	Public Works & Utilities	Water and Wastewater Equipment Repair and Maintenance	Weber Water Resources, LLC	09/01/21	08/31/25	08/31/27
Raquel	City of Scottsdale (AM Signal-2101RFP24) (CS	4906	Public Works & Utilities	Traffic Signal Equipment Detection	CS Construction, AM Signal, Clark Transportation	4/22/24	4/21/25	4/21/29
Raquel	PW2-962-4328	4328	Public Works & Utilities	Sewer Line Cleaning and Debris Removal	Ancon Services	09/01/21	08/31/24	08/31/27
Raquel	PW2-962-4328	4328	Public Works & Utilities	Sewer Line Cleaning and Debris Removal	Simon Family Ent. Inc.	09/01/21	08/31/24	08/31/27
Raquel	AZ State Contract #CTR066733	4649	Public Works & Utilities	Asphalt Crack Sealant	Superior Supply, Inc.	07/23/23	07/22/25	07/22/28
Christian	Omnia Partners # 222886	4618	Public Works & Utilities /WW/ Fleet	Uniform Rental and Laundry Services	Cintas	07/15/22	07/14/25	07/14/27
Saranna	BF2-910-4417	4417	Public Works & Utilities and Building & Facilities	Janitorial Services - Municipal Utilities	Allied Universal Janitorial Services	06/15/22	06/14/25	06/14/26
Christian	WW0-885-4192	4192	Public Works & Utilities/ Waste Water	Activated Carbon OWRF AWRP	Carbon Activated Corporation	08/01/20	09/30/25	09/30/25
Christian	2021181 city of Mesa	4757	Public Works & Utilities/ Environmental	Laboratory Testing Services	Aquatic Consulting & Testing, Inc., Testamerica Laboratories, Inc. dba, Eurofins Testamerica, and Legend Technical Services	11/16/21	11/15/24	11/15/26
Christina	Sole Source	2564	Public Works & Utilities/ Information Technology	Accela Annual Maintenance	Accela	10/25/07	06/30/25	06/30/25
Raquel	PW3-962-4658	4568	Public Works & Utilities/ Wastewater	Video Inspection of Sewer Lines	Cleanview Sewer Inspection, LLC	12/12/22	12/11/25	12/11/27
Christian	State #CTR062460	4566	Public Works & Utilities/Information Echnology	Communication Cabling Systems	Aspen Technology (Level 7)	10/06/22	10/01/25	10/01/25
Christian	State #CTR062424	4566	Public Works & Utilities/Information Echnology	Communication Cabling Systems	Premise One	10/06/22	10/01/25	10/01/25
Christian	State #CTR062466	4566	Public Works & Utilities/Information Echnology	Communication Cabling Systems	Technology Integrators	10/06/22	10/01/25	10/01/25
Christian	State #CTR062464	4566	Public Works & Utilities/Information Echnology	Communication Cabling Systems	Tel Tech Networks	10/06/22	10/01/25	10/01/25
Christina	Sole Source	4577	Public Works & Utilities/Management Services	Utility Billing System Upgrade	N. Harris Computer Corp. (Advanced Utility Systems)	12/11/23	12/10/28	12/10/32
Christian	PW1-885-4313	4313	Public Works & Utilities/Pools	Water Treatment Chemicals	Aquafit Chlorination Systems, LLC	08/15/21	08/14/25	08/14/26
Christian	PW1-885-4313	4313	Public Works & Utilities/Pools	Water Treatment Chemicals	Commercial Pool Repair	08/15/21	08/14/25	08/14/26
Christian	PW1-885-4313	4313	Public Works & Utilities/Pools	Water Treatment Chemicals	DPC Enterprises, LP	08/15/21	08/14/25	08/14/26
Christian	PW1-885-4313	4313	Public Works & Utilities/Pools	Water Treatment Chemicals	Hill Brothers Chemical Company	08/15/21	08/14/25	08/14/26

Fuels and Oils Expense for FY25

Status	Invoice Number	Invoice Date	Due Date	G/L Date	Description	Amount
Paid	911418	07/31/2024	08/16/2024	08/16/2024	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 911418 08/10/2024	\$ 46,112.67
Paid	912051	08/31/2024	09/12/2024	09/12/2024	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 912051 09/10/2024	\$ 47,996.47
Paid	912900	09/30/2024	10/11/2024	10/11/2024	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 912900 10/10/2024	\$ 40,528.33
Paid	913538	10/31/2024	11/08/2024	11/08/2024	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 913538 11/10/2024	\$ 42,059.72
Paid	914181	11/30/2024	12/13/2024	12/13/2024	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 914184 12/10/2024	\$ 37,006.25
Paid	914811	12/31/2024	01/09/2025	01/09/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 914184 12/10/2024	\$ 37,902.97
Paid	915436	01/31/2025	02/13/2025	02/13/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 915436 02/10/2025	\$ 40,658.47
Paid	916065	02/28/2025	03/13/2025	03/13/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 916065 03/10/2025	\$ 39,382.15
Paid	916696	03/31/2025	04/17/2025	04/17/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 916696 04/10/2025	\$ 40,100.47
Paid	917328	04/30/2025	05/08/2025	05/08/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 917328 05/10/2025	\$ 43,118.56
Paid	917964	05/31/2025	06/06/2025	06/06/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 917964 06/10/2025	\$ 40,653.84
Paid	918587	06/30/2025	06/30/2025	06/30/2025	FUEL FOR VARIOUS DEPARTMENTS - INVOICE: 918587 07/10/2025	\$ 40,576.81
						\$ 496,096.71

Status	Invoice Number	Invoice Date	Due Date	G/L Date	Description	Amount
Paid	573939	07/11/2024	07/25/2024	07/25/2024	15W40 DIESEL OIL FOR VARIOUS DEPARTMENTS	\$ 2,435.91
Paid	576991	12/16/2024	12/26/2024	12/26/2024	15W40 DIESEL OIL FOR VARIOUS DEPARTMENTS	\$ 2,478.49
Paid	579559	04/15/2025	04/24/2025	04/24/2025	15W40 DIESEL OIL FOR VARIOUS DEPARTMENTS	\$ 2,445.29
Paid	576992	12/16/2024	12/26/2024	12/26/2024	5W30 OIL FOR VARIOUS CITY VEHICLES(VARIOUS DEPT).	\$ 3,780.49
Paid	579788	05/23/2025	06/05/2025	06/05/2025	5W30 OIL FOR VARIOUS CITY VEHICLES(VARIOUS DEPT).	\$ 3,780.49
Paid	573842	06/20/2024	06/28/2024	06/28/2024	5W30 OIL FOR VARIOUS VEHICLES IN THE CITY	\$ 3,780.49
Paid	573556	06/14/2024	06/21/2024	06/21/2024	DIESEL FUEL FOR GENERATORS AT ALL LIFTSTATIONS	\$ 3,675.41
						\$ 22,376.57

Grand Total \$ 518,473.28

RFP-24-284 Offsite Fuel Card Services

Department Contact: Joe Lopez / Joseph.Lopez@YumaAz.gov

Buyer: Jimmy Sanchez / Jimmy.Sanchez@YumaAz.gov

Contract Term: July 23, 2024 through July 22, 2025

Qualified Vendor

McNeece Bros. Oil Co., Inc.

Vendor # 2900

Patrick McNeece

Patrick@McNeeceBros.com

(928) 782-6543

Physical address: 240 E Wellington

Yuma, Az 85364

Mailing Address: PO Box 128

Yuma, Az 85366-0128

Summary of Services: McNeece Bros. Oil Co., Inc. is to provide the City with Offsite Fuel Card Services in accordance with and as may be regulated by current federal, state and local laws and regulations. McNeece Bros. Oil Co., Inc. must demonstrate that they have the necessary facilities, experience, personnel, and financial resources to meet service requirements.

McNeece Bros. Oil Co., Inc. is to operate 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

Background: The City of Yuma is a municipality comprised of fourteen departments. The City's fleet operations are maintained through the Public Works / Fleet Services Division. The City's fleet is comprised of approximately 525 units of rolling stock (motorized vehicles and equipment) running on gasoline and diesel fuels.

City of Yuma
Offsite Fuel Card Services
RFP-24-284

City of Yuma Buyer: Jimmy Sanchez 928-373-5110
Jimmy.Sanchez@Yumaaz.gov
City POC: Joe Lopez 928-373-4500
Joseph.Lopez@Yumaaz.gov

Vendor #2900
McNeece
240 Wellington St
Yuma, AZ

Patrick McNeece
928-782-6543
patrick@mcneecebro.com

Contract Expires July 23, 2029

ITEM NO.	FUEL GRADE	MARK UP (Per Gal)
1	Unleaded Fuel 87 Octane	\$0.25
2	Unleaded Fuel 88-90 Octane	\$0.25
3	Diesel Fuel	\$0.25

INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email Payables@YumaAz.gov to as indicated in the solicitation. Invoices must show:

1. City Contract (Bid) RFP-24-284
2. Complete descriptions of the goods or services furnished
3. Quantity
4. Unit prices and extensions
5. All applicable taxes
6. Name of department/division to which shipment was made
7. In addition, the invoice should include the vendor's invoice number and contact
8. City Staff person's name that placed the order



Offer and Acceptance

To the City of Yuma: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here, Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

AZ Transaction Privilege Tax License # (if applicable)	14010189
Arizona Contractor License # (if applicable)	
Arizona Registrant License # (if applicable)	
City of Yuma Business License #	WLSL-040164-07-2023
Company Name	McNeece Bros. Oil Co., Inc.
Address	P.O. Box 128
City, State, ZIP	Yuma, AZ 85366-0128
Telephone	760-222-8038
Email Address	patrick@mcneecbros.com
Contact Person Authorized to Sign	Patrick McNeece
Title of Authorized to Sign	GM
Date	5-15-24
Signature	Patrick McNeece

ACCEPTANCE OF OFFER – CITY OF YUMA

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in the Scope of Work in this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed Purchase Order or written Notice to Proceed.

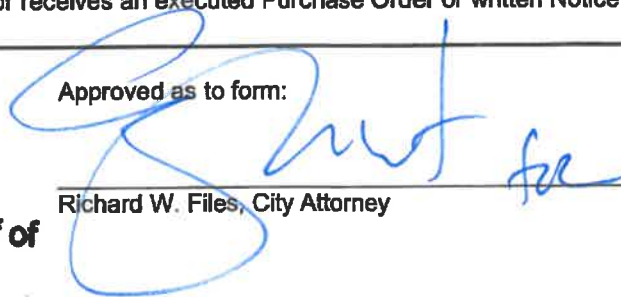

Acting City Administrator, John D. Simonton

Approved as to form:

Attested by:


Lynda L. Bushong, City Clerk

On Behalf of


Richard W. Files, City Attorney

Effective Date: 07/23/2024



**OFFSITE FUEL CARD SERVICES CONTRACT
BETWEEN
THE CITY OF YUMA
AND
McNEECE BROS. OIL Co., INC.**

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and McNeece Bros. Oil Co., Inc, (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP-24-284 Offsite Fuel Card Services (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated by reference.
- B. The Contractor responded to the City by submitting a proposal (the "Proposal"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth in the Offer and Acceptance Form fully executed by both Parties. The Agreement term is for a one-year term with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached as Exhibit B and incorporated by reference.
3. Compensation. The City shall pay Contractor as an amount not to exceed the agreed amount for Services (as described in the Scope of Work), set forth in the Fee Proposal, dated May 21 2024, attached as Exhibit C and incorporated by reference.
4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.



7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, Contractor's employees, or subContractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Contractors' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of subContractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee



of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

10.6 **Agreement Subject to Appropriation.** The City is obligated only to pay City's obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay City's Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for City's obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

11. Before the commencement of any services, the Contractor must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: purchasingweb@yumaaz.gov

- A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.



The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

- B. The Contractor⁶ must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than **\$1 million** for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. *If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.*
- C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than \$1 million for each occurrence with a General Aggregate Limit of \$2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.
- D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.
- E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of \$2 million each claim and \$2 million all claims.
- F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subContractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subContractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.



12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether



subContractors are used. Failure to pay subContractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Contractor:
City of Yuma	McNeece Bros. Oil Co., Inc.
Attn: City Administrator	Patrick McNeece
One City Plaza	240 E Wellington Street
Yuma, Arizona 85364	Yuma, AZ 85364

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.



12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's subContractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or Contractor's subContractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subContractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subContractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subContractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subContractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any



rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.25 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.
[Contractor's Proposal]

See following pages.

3.1 Front Cover



Attached is a response to RFP-24-284

Offsite Fuel Card Services

Attn: Jimmy Sanchez

City of Yuma, Procurement Division

One City Plaza

Yuma, AZ 85364

3.2 Title Page



McNeece Bros. Oil Co., Inc.

Physical Address: 240 E Wellington Yuma, AZ 85364

Mailing Address: PO Box 128 Yuma, AZ 85366-0128

Phone Number: (928) 782-6543

Website: www.mcneecebro.com

Points of Contact:

Patrick McNeece – patrick@mcneecebro.com

Gerardo Gonzalez – gerardo@mcneecebro.com

Principals:

Michael McNeece

Robert & Betty Jo McNeece

Robert II & Charlene McNeece

McNEECE BROS. OIL CO., INC.

**POST OFFICE BOX 1280
EL CENTRO, CALIFORNIA 92244-1280
(760) 362-4721**

3.3 Cover/transmittal letter

A) The McNeece Family has a long history in the petroleum industry that dates back over a century ago to 1919 when John McNeece built the second gas station in El Centro, CA. Since then, the 3 generations that have proceeded John have grown the business into a two-state marketer of fuel, lubricants, and commercial fleet fueling cardlocks. With over a century of experience in the petroleum industry, McNeece Bros. is more than qualified to serve the fleet fueling needs of the City of Yuma, AZ. McNeece Bros. currently serves the petroleum needs of several different municipalities with a few of the examples being the City of San Luis, The City of El Centro, the city of Brawley, the city of Calipatria, a variety local school districts, etc. which proves that we are qualified for this specific proposal. Since around 2016 McNeece Bros. has been the last truly locally owned petroleum distributor in Yuma County, with principal owners Robert II & Charlene McNeece having been Yuma residents for over 40+ years. It would be of immense pleasure to be selected as the provider of choice for the City of Yuma's offsite fuel card services. Here at McNeece Bros. we pride ourselves on serving our great customers with exceptional customer service that beats the competition. You can be assured that city dollars spent patronizing McNeece Bros oil company will stay local and help assist McNeece

Bros. in our yearly charitable donations to the many different organizations throughout Yuma County that we have continuously supported throughout many years. This year McNeece Bros was inducted into the Yuma's Best business Hall of Fame after being selected as Yuma's Best Petroleum Distributor 5 consecutive years in a row.

B) Our areas of specialty are ALL things petroleum! Whether that be bulk fuel, lubricants, fleet card services, or retail gasoline. We have a long successful history in all these areas and consider ourselves the experts in these segments of our industry.

C) McNeece Bros Oil Co., Inc. currently employs around seventy people.

D) The contact person for McNeece Bros. submittal is Patrick McNeece. Another key personnel is Gerardo Gonzalez. If awarded the contract; cell phone numbers for each personnel will be provided to the City of Yuma. Feel free to reach out to key personnel 24/7 365 days a year.

E) The Legal Entity is.

Mc Neece Bros. Oil Company, Inc.

PO box 1280 El Centro, CA 92243-1280

Employer identification number 95-2689806

S-corporation

F) McNeece Bros. has offices in Yuma, El Centro, Brawley. Each office has the capability of handling all roles of the organization to be able to serve our customers.

Attached with the offer and acceptance form is McNeece Bros. AZ Transaction

Privilege tax license # as well as our City of Yuma Business License #.

G) McNeece Bros. Oil Co., Inc is a full line petroleum distributor specializing in Fuel, lubricants, and Fleet cards. The current legal entity has been registered as a business since 1971 but the organization is much older than that.

H) N/A

I) N/A

Print Name Patrick McNeece

Signature Patrick McNeece

Date 5-15-24

3.4 Table of Contents

3.1 Front Cover	Page 1
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3.5 Request for Proposals Evaluation Criteria

A. Reports, Billing and Support

- 1. Yes, times and locations are available in the report.**
- 2. Yes, card fueling limits can be reported or not allowed if limits are exceeded.**
- 3. Yes, a PIN would be issued to each authorized user.**
- 4. Yes, miles per gallon would be trackable on reports.**
- 5. McNeece Bros. will set up City of Yuma with login credentials to the Pacific Pride portal where many different reports can be accessed. Reports will include Operator ID, date, time, fueling location, fueling date, fueling time, number of gallons dispensed. Total dispensed cost will be available on the monthly billing statement that will be provided in PDF and .csv format.**
- 6. Yes, our system has built in fraud alerts that will trigger if a transaction appears suspicious.**
- 7. Yes.**
- 8. Yes, staff will be able to pull/run reports on a weekly and monthly basis.**
- 9. Price per gallon will be determined by the OPIS 8am based cost-plus Phoenix, AZ unbranded rack average per product + 25 cent markup. DEF \$2.69 per gallon**
- 10. Unlimited**

B. Project Approach

1. A. McNeece Bros will issue each vehicle in the fleet a specific fueling card and the assigned fueling card will be kept assigned to each specific vehicle. Printed on the fueling card will be the name of the assigned vehicle Example (Vehicle #28 Ford f-150 XXX) or (Vehicle #22 Freightliner sweeper truck XXXX) the XXXX being the last four digits of the VIN #. McNeece Bros. will then create "Driver Profiles" in the system of each city employee that is authorized to purchase fuel using the fuel cards. Each employee will be assigned a specific PIN number that will identify them in their driver profile. When a city employee purchases fuel they will enter in their unique PIN, they will enter in the vehicle odometer, the pump # they are fueling at and then the screen will prompt for MISC (miscellaneous) the employee will enter the last four digits of the VIN that is printed on the fuel card. When the city receives their monthly billing/ transaction statement they will be able to see each individual employee's fuel purchases for that month. They will be able to see date of purchase, time of purchase, site location #, MISC, (last four of vehicles VIN that was fueled) Odometer, product, quantity, per gallon price, ex tax total amount, break down of federal/state/sales tax etc. if applicable and the total fully taxed dollar amount of the transaction. This monthly billing statement and transaction report will be provided in both PDF and .CSV format. City admin employees will be given access to the Pacific Pride portal to be able to oversee the city account. In this portal there a number of tools that will be available such as seeing a list of all valid and invalid cards on the account. They will be able to run a number of different reports and set parameters of their choice to tailor the reports to

their specific wants and needs. McNeece Bros. with the help of city admins will work to get all cards ordered and setup in the system correctly. After the initial setup, only basic upkeep of the cards will need to be maintained. Such as adding new cards, invalidating old/ lost cards, and updates to existing cards etc. Currently McNeece Bros does not print our own cards in-house and has a 7-day lead time on new card orders. If everything goes right McNeece Bros will start printing our own cards in-house by September 2024 at which there will be a 24hr. lead time on new card and replacement card orders.

B. Training can be provided by McNeece Bros for website and reports; however, you will notice that it is very straight forward and user friendly.

C. Please refer to letter A. Keep in mind that that is a suggestion of how the system can be setup, but if the City has another way of doing it with their current vendor then we can duplicate that same method. Your current provider uses the CFN Network, we utilize the Pacific Pride Network. Both networks are owned by the same parent corporation CORPAY. Whatever current setup and functionality you are using with CFN can also be mimicked on the Pacific Pride network so please keep that in mind.

D. Individual fuel limits can surely be placed on individual fueling cards. These limits include. # of transactions per day, gallon limits per day, product restrictions, daily \$ limits, Monthly \$ limits, Day of the week limits and Time of day limits as well. The city will contact Gerardo Gonzalez for everything to do with card issuance, card updates, new card orders, card replacements, etc. A multi-year contract is not required.

E. Please refer to letter A. All transactions can be tracked to individual vehicles or pieces of equipment.

F. It is not recommended, but if an operator loses or misplaces one of fuel cards that is assigned to a specific vehicle, a fuel card from another vehicle can be used to purchase fuel if necessary. They can then enter the last four digits of the VIN of the vehicle under the MISC prompt and the transaction will still be tracked correctly.

C. Contractors capacity of the Work.

1. We currently serve a number of different municipalities and school districts with similar or larger sizes of fleets such as City of San Luis, El Centro, Brawley, Calipatria. School districts such as Brawley, Central Union, McCabe, Meadows, Heber, Harvest preparatory etc.

2. We offer the Pacific Pride Fueling network card. This card offering is designed exceptionally to meet the needs of government entities and tax-exempt organizations. We can offer in-network OPIS cost plus pricing at our two local Pacific Pride fueling sites located 1060 S Walnut Ave. and 2400 S Fourth Ave. that are owned and operated by McNeece Bros Oil., as well as our Shell McNeece Mart retail gas station located at 796 S Fourth Ave. The fuel cards are also accepted at out-of-networks sites as well, but McNeece Bros. will not be able to offer OPIS cost plus pricing at out-of-network sites. These sites include All Chevrons, Texaco's, Circle K's, Mobil's, Exxon's, Speedways, QT's and many more.

3. My company does not have access to this data. We were not a subscriber to OPIS pricing for Phoenix AZ racks in January of 2024, so I do not have the OPIS Data form January 2024 to be able to provide you with that answer.

4. Currently it is seven business days, but by September 2024 we should be printing our own cards in house, and it will be 24hr. time frame.

5. Yes, an odometer will be required.

6. 20 characters per line.

7. We can offer OPIS cost plus pricing at the following three locations.

1060 S Walnut ave. Pacific Pride. Products available are all three grades of gasoline, on-road, and off-road diesel (High speed pump capabilities) DEF available before the end of 2024 calendar year.

2400 S Fourth Ave. Pacific Pride. Products available are all three grades of gasoline and on-road diesel. DEF available before the end of 2024.

796 S Fourth Ave. McNeece Mart Shell. Products available. All three grades of gasoline and on-road diesel.

8. Patrick McNeece- GM available to all aspects of contract and fuel card/site operations.

Gerard Gonzalez- Sales Rep available to all aspects of fuel card/site operations.

9. Yes, a card can be setup with the ability to limit fuel grades.

D. I have read over the entire "Scope of work" and can confirm that McNeece Bros can meet ALL requirements outlined in the "Scope of work" except for the surveillance camera footage.

E. Fee proposal included in submittal. DEF will be priced at \$2.69 per gallon



EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Scope of Work]

See following page(s).



III. SCOPE OF WORK

The City is seeking Offsite fuel Card automated fueling services, open 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

The system shall provide accurate and real time data while accounting for all fuel being dispensed. It shall be a stand-alone, user oriented, fully automated system able to operate completely unattended. Access to products shall be restricted to operators and equipment through but not limited to, magnetic strip cards, with keypad inputs that will perform a predetermined series of data that the system is designed to receive, track, or transmit.

The City's scope of work shall include the following:

1. Access to multiple Fuel Cardlock networks within Yuma County. Contractor will be required to offer a multiple of card services that will meet the fueling and security needs of the City fleet.
2. Convenient and accessible fueling facilities clean, well lit, open 24 hours a day, seven days a week. The stations must be designed for commercial trucks with minimum canopy height of 14'6".
3. Enhanced Security - Provide solutions that help reduce authorized purchases and other security issues. Must have settings that authorize controls for fuel types, locations and quantity restrictions.
4. Accurate Fuel Management and Reporting – Provide software for detailed reporting, itemized billing for all card purchases on one invoice and all the information needed to effectively manage the City of Yuma fleet. Download transaction details, fuel summary reports, tax reports through an Online Account Access web portal are preferred.

1.0 REQUIREMENTS

1.1 Fuel Site Locations, Emergencies, Power Outages, Natural Disaster

- a. Fueling system must remain in operation during any emergency, power outage or natural disaster.
- b. Fueling capability must remain in operation during all power failures.
- c. Fueling site must ensure 900 gallons of diesel, 900 gallons of unleaded fuel and 30 gallons of DEF are available per day during a natural disaster.
- d. A dedicated fueling station, island or pumps, must be available during a disaster.
- e. Fuel sites must be fully operational 24/7.
- f. All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.
- g. Provide bobtail, tanker or fuel cell to be stationed at designated site(s) during emergencies, power outages or disaster.



1.2 Billing Rates and Support

- a. Fuel management system must be web-based.
- b. Fuel management system must be available to be logged into via the internet online portal.
- c. Fuel cards must be available to be deactivated and or activated via the internet by an authorized person.
- d. Replacement fuel cards must be free of charge unless card is overnighted or expedited.
- e. The fleet fuel card should also be capable of capturing, calculating and reporting the following information at the time of purchase:
 1. Miles per gallon and cost per mile
 2. Miles driven since last report
 3. Total miles driven year to date
 4. Total gallons purchased year-to-date
- f. The range of information available on reports should include the following information:
 1. Account Number
 2. Card ID
 3. License plate number/card assignee
 4. Date and time of transaction
 5. Number of units purchased
 6. Fuel type including gasoline, diesel and alternative fuels accurately reported e.g., E-85
 7. Odometer reading
 8. Commodity purchased and grade of commodity
 9. Mileage from last fill-up
 10. Contractor's Name
 11. Price per unit
 12. Total price
 13. Total federal and state taxes
 14. Net price after taxes are deducted
 15. Product codes and/or description of items purchased (e.g., gas, diesel, etc.)
 16. Name of individual making the purchase

1.3 Security and Support

- a. Fueling transactions must be able to be sorted by driver ID, vehicle, date and gallons.
- b. Fueling transactions must be able to be exported to Microsoft Excel and PDF.
- c. Fueling transactions must be able to have a set abnormal notification sent to designated person(s).



- d. Fueling system must have 24/7 customer support.
- e. Fueling sites must have security cameras that record transactions beyond 48 hours.
- f. Use of card shall be capable of being restricted in certain instances given the direction of the program administrator. Restrictions which may be specific may be included but not limited to the following:
 - 1. Transaction dollar limits for each card, i.e. sets a maximum dollar amount per card, per transaction.
 - 2. Transaction dollar limits by product type
 - 3. Maximum dollar limits per day
 - 4. Number of transactions per day per card
 - 5. Restrictions on fuel type e.g., premium blend
 - 6. Types of products, i.e. card may be usable for fuel only as specified by program administrator.

1.4 Fuel Requirements

- a. All fuel products, regardless of fuel type, shall conform to American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter; meet State of Arizona Weights and Measures, Arizona Department of Environmental Quality (ADEQ), Occupational Safety and Health Administration (OSHA) requirements, and other regulatory agency requirements governing fuel. Services provided must also be in compliance with all current federal Department of Transportation (DOT), state (AZDOT), and local laws, rules, regulations, and ordinances governing the distribution of gasoline, diesel, and alternative fuel products subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency. The City also requires the use of a card-lock system to purchase various fuels, at the City's convenience. Bidders must indicate conformance and notate any deviation in proposal submission.
- b. Price Fluctuation in Relationship to Reductions/Increases
All gasoline, diesel, and alternative fuel pricing will be based on the Oil Price Information Service (OPIS) benchmark, the "OPIS Replacement Index" or "S". Price increases or decreases must be in direct relation with current market conditions as published by OPIS. If the Contractor's price is more than OPIS, the City will negotiate the specific fuel price with the lowest Contractor. However, if negotiations fail, the City reserves the right to terminate negotiations, and then proceed in descending order to the next lowest Contractor.
- c. Types of fuel that will be considered under this Request for Proposal include gasoline, diesel, alternative fuel (Ethanol E-85) and Diesel Exhaust Fluid (DEF).

END OF SCOPE OF WORK



EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Fee Proposal]

See following page(s).

				McNeece Bros. Oil Co.	
				Total Cost	\$ 0.75
				Selected #	0
				Selected (\$)	\$ 0
				Total	
#	Items	Lowest	Quantity	Rec Markup	(Pe Cost
0					
#0-1	Unleaded Fuel 87 Octane	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-2	Midgrade Fuel 88-90	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-3	Diesel Fuel	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-4	Ethanol E-85	\$ 0	1	\$ 0	\$ 0

5/21/2024

Item	Vendor	Bid/No Bid Decision	Estimated Annual Usage	Price Per Gallon	Total Cost
Diesel Exhaust Fluid (DEF)	McNeece Bros. Oil Co.	Bid	4500	2.69	\$ 12,105.00



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10354997

Sourcewell 

Awarded Contract

Contract # 120324-TOT

Sell To:

Contact Name	Unknown	Ship To Name	City of San Luis
Bill To Name	City of San Luis	Ship To	4442 State Rte 14
Bill To	1311 N 4th Ave		San Luis, AZ 85349
	San Luis, AZ 85349		USA
	USA	Quick Ship	☐
Phone	(928) 627-2027		

Quote Information

Salesperson	Yolanda Garcia	Expiration Date	8/15/2025
Salesperson Email	ygarcia@wastequip.com	Quote Number	WQ-10354997
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - Sourcewell	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-Sourcewell	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Lid Hot Stamp Insert - Read from Street (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$64.32	\$40,135.68

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$40,135.68
Shipping Terms	FOB Origin	Shipping	\$3,454.68
		Tax	\$4,299.33
		Grand Total	\$47,889.69

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10354997

Sourcewell 

Awarded Contract

Contract # 120324-TOT

the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Special Contract
Information

Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324-TOT, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: Toter, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (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 April 4, 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 #120324 to Participating Entities. In Scope solutions include:
 - a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
 - b) Lift and tipping solutions for stationary carts and dumpsters;
 - c) Maintenance, repair, and similar services of containers; and,
 - d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.
- 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 only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or 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 Sourcewell 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 undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material 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 either party 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 to the extent the included solutions have been used according to their specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort

Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party 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

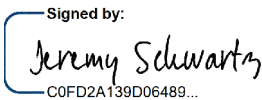
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, 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 mutually determined by Participating Entity and the Supplier. 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

Toter, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/2/2025 | 9:26 PM CDT

Signed by:

834FF567BB0940B...
By: _____
Laura P. Hubbard
Title: Director of Municipal Sales
Date: 4/2/2025 | 3:37 PM EDT

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Toter, LLC
Address: 841 Meacham Road
Statesville, North Carolina 28677
Contact: Kellie Clark
Email: toterbids@toter.com
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Submission Details

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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.	Toter, LLC	*
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).	Toter, LLC's affiliates are its Wastequip sister companies, ContainerPros, and wasteware; however, Toter, LLC is the Responsible Supplier to execute this master agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: SJFNRPETCZ6 CAGE Code: 0Z9Y1	*
5	Provide your NAICS code applicable to Solutions proposed.	325211 Plastics Material and Resin Manufacturing, 326199 Plastic Trash Cans / All Other Plastics Product Manufacturing, 495306 Waste Containers, 495307 Sanitation Services, 495310 Refuse Systems, 495311 Recycling Equipment & Systems, 562111 Transfer Station Compactors / Solid Waste Collection	
6	Proposer Physical Address:	841 Meacham Rd. Statesville, NC 28677	*
7	Proposer website address (or addresses):	www.toter.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):	Laura P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 980-987-7602 Ext. 9584	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., and changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables, and Toter products have been included in a past Wastequip Sourcewell contract. Wastequip is known as the All-In-One waste equipment company, with the Toter division's containers known as Built for Extremes®. From the very first container produced by our company, Toter has first studies the needs of Participating Entities. Each requires reliable products and services for Best Value. Replacing items and incurring additional services and costs is not best use of funding, people, raw materials, and other resources, and neither is bidding repeatedly. Toter seeks to be the first and best solution in every situation, earning the All-In-One catch phrase by delivering right when you need it. Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC (headquarters); Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry. Our company's core values include: - We always act with safety, honesty and integrity. - We serve customers to total satisfaction by delivering value oriented, market leading products and services. - We act quickly but thoughtfully. - We identify and improve the things that matter most. - We provide challenging opportunities with clear expectations. - We embrace change. - We make commitments and keep them, earn trust and create respect.	*
12	What are your company's expectations in the event of an award?	Toter anticipates a quick transition from our current contract to a new and improved contract. Our sales force, dealers and distributors are ready to sell and provide solutions seamlessly to our customers' needs. We already have the familiarity, tools and staffing in place to continuously promote the Sourcewell contract in the marketplace among existing and potential customers, and to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.	*
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.	The attached Organizational Chart shows Toter, LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings, and we therefore have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements). Toter, LLC is providing these financial statements as required by the RFP terms and trusts that Sourcewell will not post this information for public viewing and provide Toter with notice if a FOIA request is made for information that would include these financial statements.	*
14	What is your US market share for the Solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.	*

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?	Toter, LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly in North America by augmenting our Sales footprint from 2021's 10 Regional Sales Managers (RSM) to 26 RSMs currently, plus from 2 to 4 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, Call Specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers.	*
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.	Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI 2245.30-2008 - Waste Containers - Safety Requirements and 2245.60- 2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts. We concentrate on certifications and licenses that are meaningful and advantageous to Participating Agencies (certifying safety, durability, reliability, functionality, and the like).	*
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.	As the parent company of Toter, Wastequip and Toter have received several recognitions: - In 2021, Toter was nominated for the "Coolest Thing Made in NC" by the NC Chamber, celebrates North Carolina's most economically vital and enduring industries, and allows the public to nominate and vote for favorite products manufactured in North Carolina. - Each year (and many years running), Toter is consistently named by Plastics News as the top ranked rotational molder plastic containers in North America, and also among the top 1-3 rotational molders in North America overall. - In 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication, and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers and more, - in 2024, the National Waste & Recycling Association's Women's Council awarded Blue Ribbon to Toter's exhibit highlighting the detailed history and growth of the Waste & Recycling Industry. Inspiration for the exhibit was Laura Hubbard's, Toter's Director of Municipal Sales, and then constructed by Todd Wright, Engineering Manager, in conjunction with Appalachian Machine, a long-time Toter supplier of Cart Lifters and parts. Executive Team Awards: - Waste 360 awarded Toter's Brittany Taylor, Regional Sales Manager, to the 2023 class of "40 under 40" awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Toter's sales to the governmental sector from 2021-2024 were approximately 35%.	*
22	What percentage of your sales are to the education sector in the past three years?	While Toter has sales to education customers, Toter does not track the education sector.	*
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?	Our annual sales volumes on the aggregate for state and national cooperative purchasing contracts has grown with our continuous commitment, outreach, and diligence to provide new and consistent solutions for member agencies through our cooperative contracts over the past three years: - 2021 over 2020 - increase of over 4% - 2022 over 2021 - increase of over 16% - 2023 over 2022 - increase of nearly 29% - 2024 is estimated to surpass 2023 in sales off this contract! (Restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such 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?	None.	*

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 *	
Prince George's County, Maryland	Timothy Richards	301-780-6312	*
City of Memphis, Tennessee	Phillip Davis	901-636-3400	*
City of Fort Worth, Texas	Christian Harper	817-713-1703	*

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 *	

26	Sales force.	In 2023, Toter expanded the sales team from 10 to 23 Regional Sales Managers, all based in key locations throughout the country, who will be responsible for field support of all Sourcewell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs, assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Managers with support from the Director of Municipal Sales and the Bid/Contract team. Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively. Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support for across North America and beyond. Toter will continue to use our best resources of time, experience and personnel to successfully support and grow this contract. We provide ongoing training to carry out the requirements of the contract and require all new sales reps attend a Sourcewell University or similar event in their territory.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Toter's Residential Division has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter's Pro Products Division has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service, and warranty teams.	*
28	Service force.	As affiliates under this contract, Toter utilizes our Wastequip sister company, called ContainerPros, that provides services relative to our customers throughout the United States. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, Sales, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small! Likewise, we utilize our Wastequip sister division, called wasteware, to supply technology (RFID primarily) and related products and services. Services may include trainings with hands on walk-throughs (sandboxes and Member's purchased products), and other service support is available. We seek to assist Participating Members to get the most from all purchases off this contract, and across Wastequip, as what we consider "The Right Thing To Do", since every dollar in a purchase must count and support is key for purchasers' needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our general outline for order processing is: 1. Toter prepares proposal documents based on product selection by Sourcewell Member 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM (Customer Relationship Management) system 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter. 4. Order is entered electronically into the Toter D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms. 6. Once signed order acknowledgement is received, order is released for production planning for a production timeframe. 7. Order is produced to required specifications. 8. Toter logistics team/driver(s) contacts Sourcewell Member to schedule delivery 9. Order is delivered to Sourcewell Member 10. Sourcewell Member is invoiced 11. Report of Sales is generated out of the Toter CRM for specific reporting periods as needed. 12. Sales from the CRM are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).	*

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.	Toter's Customer Service team strives to be the best in the business by consistently and proactively tending to the needs of our customers. We have significant experience in servicing both large and small municipal and privately-owned accounts, big box retailers such as The Home Depot, Lowes, Walmart, TrueValue, and additional retailers. Because of the extensive customer base and their expectations, we provide rigorous, just-in-time delivery performance and responsive customer service. We continue to believe that our commitment to overall customer satisfaction is how we keep our customers happy. We expect that all customers will have a great experience with our products and us. As such we continue to hold to our adopted customer service credo: COMMITMENT - We will treat all customers with respect (regardless of size) - We will follow up with you upon receipt of your order to ensure satisfaction - We will resolve any issues quickly SUPPORT - We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service) - We will respond quickly on quotes (same-day response in most cases) - We will provide an order confirmation (within 24-48 hours) - We will call you with shipping & delivery information and provide early notification should there be any issues with your order. Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for backup and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained. The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers. We have suppliers we have worked with for many years, and we have developed relationships and set agreements as needed, to maintain a level of commitment from them to supply what is needed and when, for on-time deliveries to Toter that do not hold up orders and processes. We have worked with many of these suppliers for many years. Toter also has backup suppliers established as added insurance we have what is needed at all times.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toter has enjoyed the privilege of working with Sourcewell since 2015 and are excited about the opportunity to continue our relationship with Sourcewell and their participating entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 350 Sourcewell participating agencies. Toter's executive leadership and sales team are fully invested and all resources are in place for a seamless transition. Our bid/contract team and Regional Sales Managers are very familiar with the contract and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toter currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest and activity in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
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.	None.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toter currently serves all these areas, with all of our products and does not have any specific requirements or restrictions.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
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 strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcewell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value. Wastequip will predominantly highlight our Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events. The Toter Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors. We will continue to emphasize the value brought to the industries we serve across our web properties. The plan to feature Sourcewell information will likely include a link back to Sourcewell's website to enhance visibility and drive engagement in this valuable partnership.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program. Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded ad placements. Additionally, we use UTM parameters and custom redirects to capture personal interactions with our brands. All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social in addition to other campaigns. Examples include: Facebook Metadata: Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. LinkedIn Metadata: Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. Wastequip Website Properties Metadata: Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. Banner Ads Metadata: Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale.	*

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?	In promoting agreements from this RFP, Sourcewell provides foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels. Thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them. Toter appreciates the level of understanding of our industry and Participating Entity/Customer base, and has had the innate ability to interface with both to assist and promote Sourcewell contracts. Sourcewell has provided data for sales from other Sourcewell Contracts used by Participating Entities to support our position in difficult sales. This assistance will continue to be valuable to Toter. The triangular relationship between Participating Agencies, Sourcewell, and Toter is just the solution needed for all concerned. Toter will take a proactive approach to integrate a Sourcewell-awarded agreement into our sales process. Incorporating this agreement into our sales strategy will educate our Regional Sales Managers on its value and how to effectively communicate the benefits to potential clients. Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we'll engage relevant industries and specific job titles with personalized content. This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.	*
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.	Due to the specialized requirements and customizations of Toter products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and our dedicated email address (toterpo@wastequip.com). We can generate purchase orders from draft carts that Toter has entered into the Ariba Supplier Solutions and provide invoicing for customers using Ariba. Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility enables us to work closely with our customers to meet their needs.	*

Table 5A: Value-Added Attributes (100 Points)

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.	Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Repairs and simple, and can be explained in 1-2 page instruction sheets, but also can happen in person. After every cart rollout project for municipal Participating Entities, and upon request, in person instruction can occur, usually requiring 30 minutes or less due to the excellent design of the products provided, at no charge to the customer. Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge. For Toter's Professional Members: Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services. Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but offered also to the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all! Wastequip utilizes a library with hundreds of training availabilities for its employees, with free access to professional trainings on topics such as safety, diversity, conflict resolution, software training, and a vast array of topics to choose from. While task assignments are made for review of topics, employees can avail themselves of acclaimed presenters and topics of concern or interest - for a confident, professional, and knowledgeable employee base.	*

42	Describe any technological advances that your proposed Solutions offer.	Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but this program is also offered also the the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all! All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum. We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall. Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe and useful food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at the above-mentioned higher density of 6.25 pounds/gallon. In addition, we offer complementary containers to include a 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste. Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection. In 2022, Toter developed a 1 Cubic Yard plastic Front Load Container (FL) to complement the already established 2, 3 and 4 Cubic Yard FL containers. This 1 cubic yard container is popular in shared waste collection for multi-housing unit applications. The container will hold around 5-6 standard 33-gallon trash bags, and extends the timeframes for collection events through time. ToterPro rolled out a new tilt truck design with extra-durable roto molded body and slimmer design, for improved maneuverability through commercial doorways, and inset wheels allow the containers to be nested when fully assembled for easier shipping and storage. - Toter participated in our parent company's Internship Program, specially designed to provide students and recent graduates with incredible career-related experiences. While we strive to give these students transferrable skills, networking opportunities and strong professional portfolios, these paid summer internships also benefit our company with fresh ideas from a tech savvy generation! Toter continuously researches and implements newer resins for greater durability and moldability, producing carts that are tougher than ever. We consistently deliver on durability with customers reporting service life much longer than he 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, and the added advantage of inclusion of recycled content. This is an ongoing commitment for our company and our customers, widening the environmental sustainability footprint for us both, while integrating technology to maintain containers' Life Cycles high. These technology solutions increase revenue and gain market share, reduce costs, provide greater stewardship of staff's time, efforts, and resources, and improve customer experiences overall, and when coupled with the ease of use with Sourcewell, Participating Agencies receive these benefits with a contract that satisfies the bidding process!

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our company initiated the Wastequip Sustainability Report which codifies a formal sustainability program. In 2019, a small team planted the seeds for our sustainability program, and each year since, the ripple of people at the company addressing sustainability has widened. For the planet, we have control over the products we make and how we make them. Lifecycle assessments have helped us deeply understand how our processes and products impact the environment. Because one of our biggest impacts is in the raw materials we source, we set a goal to reduce the virgin resin we manufacture with at Toter (while maintaining our industry-leading warranty) and launched the EVR-Green cart, which uses 100% recycled content in the cart body. This year, we are also introducing to the market a steel container that is 10% lighter but just as strong. This not only brings a lower environmental impact, but it will also allow our customers to carry heavier loads and consume less fuel. Each year, we take one more step to embed people and planet into our business. Our cross-functional CORE Steering Committee ensures that we select the right priorities, understand unintended consequences, overcome unexpected challenges, and hold each other accountable. Our CapEx and new product development approval processes includes planet considerations. And, in 2023, our business leaders started presenting greenhouse gas emissions in our monthly business reviews for our Containers and Trucks divisions. We base our Planet data on the Greenhouse Gas (GHG) Protocol Corporate Standard, because it is global, quantitatively rigorous, and consistent with how other companies calculate their emissions. Although under the GHG protocol, our organizational boundary includes all three of our divisions (Parts & Service, Containers, and Trucks), we've been focused on our Trucks and Containers manufacturing, because they are our largest source of emissions. We include our Scope 1 and 2 emissions in our monthly business reviews for our Containers and Trucks divisions and have improved our data collection, calculation, and visualization processes significantly. Our Scope 1 emissions comprise stationary combustion to heat our plants and operate machinery, fueling onsite vehicles like forklifts, and welding. Our Scope 2 emissions are electricity. We track our absolute emissions, the total emissions produced from our facilities, as well as our intensity emissions, which we calculate by dividing the absolute emissions in a month by the weight of products we made that month. This enables us to compare across facilities and gauge our efficiency from a standardized perspective. In 2023, our absolute emissions and intensity emissions slightly improved, primarily from improvements in the electric grids our plants operate on. Our intensity emissions increased marginally this year, driven by our Containers manufacturing and partially offset by our Truck manufacturing. In 2023, our Scope 1 absolute emissions increased, mostly due to stationary combustion, offset slightly by improvements in our Scope 2 absolute emissions from grid improvements.

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.	To understand the complete environmental impact of our products, we work with a consultant on cradle-to-grave life-cycle assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From both our Toter LCA and our new Steel LCA, the majority of emissions from our products comes from the raw materials we source. We've turned what we learned from spreadsheets and models into the real world with products designed to reduce the raw materials we manufacture with and therefore, the most important part of our containers' carbon footprint. From our Toter LCA, we learned that 60% of a cart's carbon footprint comes from using virgin resin (resin that's brand new), so we set a goal to reduce the amount of virgin resin in our carts by 25% without compromising the warranty. With a common goal, our Engineering and Quality teams designed the first cart body on the market to use all PIR and/or PCR in the cart body. It's available in a black body only, passes the same warranty tests as all of our other Toter products, and has a carbon footprint that's 37% lower than a standard Toter cart with all-virgin resin.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ONE STOP SHOP Toter is owned by our parent company, Wastequip, the waste industry's one stop shop with 12 industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation. The Wastequip portfolio includes quality brands from the production of carts, containers and compactors to refuse trucks, parts and service. With a "can do" approach trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Prince George's County is one of many Participating Agencies that not only prefers Toter Products and Services, but they also have stated a definite preference for the ease of purchasing with our company overall utilizing Sourcewell Contracts for both Steel (Wastequip) and Plastics (Toter), as One-Stop-Shopping! CART SIZES TO MEET CUSTOMER NEEDS Toter's patented EVR® carts (16, 21, 24, 32, 35, 48, 64, and 96 gallons, plus our new Universal series to include 95, 65 and 35 gallon carts, are compatible with semi and fully automated refuse trucks in North America and are the "World's Toughest Carts™." All are manufactured in full conformance with ANSI Standards Z245.30-2008 and Z245.60-2008. Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use! BUILT FOR EXTREMES Toter carts are manufactured through our process known as Advanced Rotational Molding™ that allows us to create carts that are Built for Extremes™. Advanced Rotational Molding eliminates built-in stress, weakness and brittleness associated with injection molded products. In addition, Toter's use of linear medium density polyethylene (MDPE) is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high density polyethylene (HDPE), which is more rigid and brittle. HDPE has poor impact resistance and high notch sensitivity. These properties, combined with high stress molding, make an injection cart more likely to crack and split while in service. It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process nor materials when producing carts for extremely cold or extremely hot climates. . Again, our process and superior materials together produce a cart that is resilient and best in a combination of extreme temperatures (-40°C to 120°C), especially in cold climates, even with rigorous treatment in automated collection systems. This is a fact of polymer science, not sales literature. Toter carts are the "Best Value" to residents. Advantages of Advanced Rotational Molding: • Superior toughness and durability • Single-piece product design – no seams

- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics

INDUSTRY LEADING WARRANTY

Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable residential carts, backed by Toter with 12 (twelve) year cart body warranty 10 (ten) years of coverage on all other cart components. This warranty is like no other manufacturer's warranty, industry wide. Easy to use, and reliable, the warranty demonstrates how we confidently back our carts.

From Day One

When you receive your Toter carts, they are easily made ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet (without latches installed).

Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.

YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance.

With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart (USD), (along with your happier customers).

YEARS 11--12

Only Toter offers a 12-Year body warranty. Designed to keep working after others fail, they are extremely impact resistant. By having full body protection for 2 additional years (as compared to other brands), you can avoid replacement costs during years 11 and 12. Those savings are \$5 to \$7 per body or \$7 to \$9/cart (USD).

YEARS 13-20

While injection carts claim a 10-year service life, Toter has 40 years of experience that says Toter carts consistently last 15 to 20+ years. Imagine avoiding having to buy a replacement fleet of injection carts after year 10. If one half of your Toter carts were to last 15 years and one half were to last 20 years, the Average Savings on Replacement Cart Purchase and Delivery would be \$38/cart (USD).

ADD IT UP

You can experience \$2-3/cart in delivery savings, plus \$4-5/cart in cart maintenance savings, plus \$5-7/body or \$7-9/cart for years 11-12 additional body warranty years, and \$38/cart for longer service life! Total Savings comes to approximately \$44 to \$46 per cart (USD).

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components).

PARTS INTERCHANGABILITY

In addition to our proven long service life and very low repair rate, key parts on Toter carts are primarily interchangeable among our various cart sizes: wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs.

RECYCLABILITY

All of the components utilized in Toter containers are fully (100%) recyclable into products of a like or similar nature. This degree of recyclability is known in the industry as "primary recyclability." This will allow the option to sell the recyclable materials into the plastics/steel commodity markets.

PROFESSIONAL PRODUCTS

Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move

		materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture! ASSEMBLY & DELIVERY SERVICES Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly and distribution of carts to households may be accomplished as individual services or all three services together. Participating Agencies may require unloading of carts upon delivery to the Participating Agency's delivery site, complete assembly of carts to make them "Ready to Roll", then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format. Whenever a citywide implementation is required for new containers, we will meet or exceed the Participating Agencies' requirements regarding all deliveries. ContainerPros offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation. CLOUD BASED TECHNOLOGY SOLUTIONS wasteware is your digital partner for products, equipment, and services in the waste and recycling industry. Our cloud-based solutions suite and mobile app allow you to stay informed and support accurate decision making based on transparent and reliable data. We designed wasteware to be used not only by any company in the industry, but also by cities and municipalities to provide essential business functions like inventory and asset management, asset location monitoring, maintenance and service management, as well as service verification. It can integrate seamlessly with customer systems, provide cart tracking, manage work orders, verify service work, and much more. LEASING OPPORTUNITIES Toter is adept at assisting our customers with a leasing program alternative to an outright purchase, and this program utilizes the Sourcewell Contract for Leasing - NCL Government Capital, tax-exempt municipal leasing Contract #011620-NCL. We work with financial institutions that specialize in municipal lending situations as third-party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.
46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Toter carts and containers are an environmentally sustainable investment. Although our carts are the "World's Toughest Carts™", and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.

47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	We realize the growing ultimate importance of protection with customer data and company information. Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at www.wastequip.com/privacy-policy. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies. Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology. Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us. Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law. The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit https://www.wastequip.com/privacy-policy to view our full Privacy Policies.
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Recycling requires far less energy, uses fewer natural resources, and keeps waste from piling up in landfills. Recycling offers significant energy savings over manufacturing with virgin materials (for example, manufacturing with recycled aluminum cans uses 95 percent less energy). Recycling and buying recycled products create demand for more recycled products, decreasing waste and helping our economy. Toter supplies private haulers and recyclers with cart fleets for collection services. Additionally, Toter works with Municipalities across North America that receive grant funding to implement a recycling program such as The Recycling Partnership, SWIFR, ADEM, Kentucky Pride Fund Recycling Grant, and The EPA to name a few. Our company focuses on researching grant related opportunities and collaborating internally with team members and externally with government entities to educate and implement recycling programs across the continent. Toter's cross functional team of waste industry experts are knowledgeable about the requirements related to the available recycling grant opportunities that have been implemented. Our Team Members will work with Participating Agencies to meet the outlined requirements in our roll cart production. For instance, Toter carts will meet the Recycling Partnership with carts be manufactured with a minimum of five percent (5%) residential post-consumer plastic content based on the entire mass of the body, lid and wheels of the carts. This resin will have been generated by a household and collected for recycling by a curbside or drop-off recycling program in the United States. This requirement will not be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins, but the material will consist of material that was purchased, consumed, and disposed of solely by a residential household in their role as an end-user of a product or package that has been used for its intended purpose and has subsequently been collected for recycling by a curbside or drop-off recycling program in the United States. Toter carts will also be manufactured using an additional twenty percent (20%) of post-consumer or post-industrial recycled content. When it comes to curbside recycling collection services, we work with Recology, Casella, EDCO, Waste Pro, Waste Management, Santek, CR&R and many other hauling/recycling companies varying in size, with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. ContainerPros offers cart removal services to assist in getting old carts from residents when new carts are being introduced. We will collect all old carts from the residents addresses and return them to a designated site of your choice. Optional additional services offered are to sort, grade and stack the old carts for future usage. ContainerPros also offers a recycling program for old carts that have served their useful life. We can supply recyclers local to Participating Public Agencies, and/or arrange for old carts to be disassembled, loaded out and transported to a recycling facility. This program offers money back per recycled pound of plastic. This also assists with customer Diversion and Sustainability initiatives.

49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Wastequip's technology solutions for Assembly & Distribution, Asset Management, and Service Verification are available through a web-based platform, and are thus compatible with the majority of modern operating systems. A modern web browser such as Google Chrome or Firefox is recommended. In addition to this, a mobile app allows for crews in the field to perform work orders, service requests, and deliveries. The mobile app is available for modern Android devices. RFID scanning requires specific hardware, which is available through this contract.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	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 resellers if available. Select all that apply.		☐ Yes ☒ No	Toter, LLC reviews all requests for Projects/Bids/Proposals to understand any requirements for utilizing disadvantaged businesses as qualified subcontractors/suppliers. Toter is not a certified disadvantaged Bidder. However, Toter is committed to utilization of disadvantaged businesses whenever possible, and we set out to identify possible use of disadvantaged businesses on a case-by-case basis in a concerted attempt to meet requested levels of participation, and in an overall effort of our company at large, to grow and strengthen smaller, disadvantaged businesses. We also value diversity in employment, knowing that our company and customers are strengthened by our individuality and purposeful discussion, and our consistently viewing issues and opportunities with choices from multiple approaches and creative solutions! In most projects there are possibilities for use of disadvantaged businesses. We normally search for specific businesses with resources that match the following: 1. Over-the-road trucking of carts to the city (53-foot trailers) 2. Project management of door-to-door delivery of carts to residents or for other work required 3. Supplies, forklift, and/or trucks for local delivery of carts to residents and other work required Toter further vets discovered disadvantaged businesses for qualifications to perform the work and we consider all cost effective, positive responses. In this Bid, there is an encouragement to utilize disadvantaged businesses. And, at the same time, the scope of work for the contract only affords an opportunity for subcontracting with Item #1 above for common carrier transportation of carts from our plant to the City destination. Toter already has a working relationship in our daily business with two common carriers, One Horn Transportation Inc, and Royal Express, Inc. We have worked with both carriers for quite a while now to provide reliable and quality service. Documentation of DBE certification is available upon request for: - One Horn Transportation – WBE Certified by National Women's Business Enterprise - Royal Express, Inc. - Southwest Minority Supplier Development Council Aside from requirements for participation of disadvantaged businesses, Toter continuously demonstrates our overall commitment to employ and do business with disadvantaged businesses in both special projects and daily business. For example, we use a Woman Owned Business to fulfill daily office and bidding supplies needs, and we work with many disadvantaged businesses to perform the work of unloading, assembly and distribution of carts (and related services) to Participating Agencies when required by projects (Items #2 and #3 listed above).	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*

53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Please see Toter's response in the above question #50 comment box.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	0 % net 30 days. Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcwell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcwell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcwell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcwell members that will substantially alter the future for all in the most positive ways.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	While doing business seems to be a meticulous task for companies and Participating Agencies alike, Toter seeks to streamline processes for Participating Agencies, all the while setting each up for safe use of data, high service levels, approvals of order details prior to manufacture, and other forms and processes. These transaction documents are established to make sound business sense for our company and all customers. Examples of some of these forms are attached for Sourcwell's perusal. We have included the following Standard Transaction Documents in the file upload section: • Customer Set-Up Form • Wastequip Credit Application Form • Credit Card Authorization Form • Wastequip Terms and Conditions of Sale • Wastequip Limited Warranty with Warranty Claims Procedure	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

63	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.	Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to provide competitive pricing to Sourcewell's participating agencies while protecting us from volatile fluctuations in resin costs. This pricing model aligns well with our dealer network and Sourcewell is their preferred cooperative contract. We have had great success using this same pricing model on the current contract. Toter Pro Products: pricing model is a 30% discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line	*
64	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.	Toter Residential Products: because there is not a set list price or MSRP for these products, there a set discount to quantify. We have provided incremental volume discounts in our pricing structure and will offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. Toter Pro Products: pricing is a 30% discount off list price and both list price and discounted price is reflected on the price pages.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Toter Residential Products: pricing for Toter's residential products includes incremental volume discounts. For larger projects, we seek to offer discounts based on quantity, delivery timeframes, and other circumstances that may affect pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.	*
66	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.	We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the Sourcewell Administrative Fee is and/or will be included as with other products and services to be quoted off this Contract).	*

67	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.	We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing. 1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request". 2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project. 3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Toter is strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for Alaska, Hawaii, and other offshore locations such as, but not exclusive to Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery. Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee"? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions. Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).	*
71	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.	Toter's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes off our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies that the Sourcewell contract is being used to our internal team and customers. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
72	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.	Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We review and track sales off all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements and identify opportunities to discuss cooperative purchasing to those municipalities that are still going through the cumbersome bid process. We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine YoY trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract including almost doubling sales in 2023.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.	Toter is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Toter Residential does not have set list pricing; therefore, we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts. Toter's Pro Products does have set list pricing and is priced at 30% off List for these products, also meeting our pricing description choice for this question.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our company, since 2016, has backed our residential roll carts with a 12-year cart body warranty, and 10 years on all other carts components. No other manufacturer/brand has sought to provide a matching standard warranty industry-wide! Our containers are categorized into two areas: - Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Special options for roll carts are Unloading, Assembly and Distribution of carts to municipal customers, Cart keep them rolling!), and Technology/RFID identification of carts to track carts at municipal properties and maintain inventory through time with tracking of changing locations, repairs, collection issues (cart was not at the curb, etc.), which has quite streamlined Participating Agencies' cart usage with ease. - Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more! For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products, we specialize in consulting with our customers to create customized waste management solutions, and we offer technology solutions identified in later questions within this platform. Specific to Toter Residential Products and Solutions, we offer a wide range of services: Receiving and Unloading: Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable. Assembly: Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable. Distribution: Distribution of carts to the service area residents as predetermined

during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings.

Data Collection - Record Serial Numbers: Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located.

Data Collection - RFID Scanning: RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located.

Sticker/Label Application: A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field.

Old Cart Retrieval: Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts.

Route Audits: Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business.

Commercial Bin Delivery: Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

Commercial Bin Exchange: Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving delivered commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

Cart Maintenance: Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures cost savings may be realized with repurposing where appropriate. Having a cart maintenance provider will give you peace of mind and produce cost savings.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our Proposal includes Plastic Refuse and Recycling Containers with Related Technology Solutions, including: a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition; • EVRII Universal/Nestable Roll Carts • Universal Roll Carts • Organics Roll Carts • Fully Automated Bear Resistant Carts • FR FEL Series Containers • Organics FEL Containers • 22-Gallon Recycling Bins • 16-Gallon Recycling Bins • Slimline Containers with Accessories • Litter Containers with Accessories • Square Containers with Accessories • Round Cans with Accessories b. Lift and tipping solutions for stationary carts and dumpsters; • Toter Utility Carts • Cube Trucks • Mobile Trucks • Tilt Trucks • Stationary Lifters with Accessories • Universal Stationary Lifters with Accessories • Saddle Stationary Lifters with Accessories • Candy Cane Stationary Lifters with Accessories • Rover Mobile Lifters with Accessories • Round Can Mobile Lifters with Accessories c. Maintenance, repair, and similar services of containers; and, • Assembly & Delivery Services • Unloading and Assembly • Cart Removal Services • Recycling Services • Route Audit Services • RFID Retrofit Services • Stickers/Labeling Services • Maintenance Contract Services • Commercial/Bin/Container Exchanges d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above. Wasteware technology solutions cloud based simplistic design that provides one convenient platform for: • Project solutions • Inventory control • Reporting • Customer Management • Service Scheduling Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities, and we are willing to work with each customer to provide a solution to needs as they arise. No job is too big or too small!

Table 8B: 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 *	Comments

77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products and services, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: - Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. - Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!	*
78	Lift and tipping solutions for stationary carts and dumpsters	☒ Yes ☐ No	Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.	*

79	Maintenance, repair, and similar services of containers	☒ Yes ☐ No	Toter offers services as provided by our Wastequip sister division, ContainerPros. This division is a spin-off of Toter to provide all manner of relative cart and container services, to include: - Assembly and Distribution of container orders, assembling each container and distributing them, property to property. - Cart Removals and Exchanges - ContainerPros will remove old or unneeded carts, and exchange for a different size cart, in cases where Participating Agencies may offer various sizes and the ability to exchange old carts for new carts, or the ability to obtain a size that is a better fit for the household's need. - Unloading - Often a service provided with Assembly and Distribution of carts to properties, unloading can also be provided as a stand-alone service. - RFID and other types of retrofit - for cart fleets purchased in the past and not including RFID Tags, or other updates, we can add or change out items to carts at each home in a municipality, bringing the cart fleet up to date. - Sticking/Labeling, and Specialized Options - We can provide special services of sticker application, attaching literature to carts (either customer or Toter generated educational literature), and various other options that customize the scope of work to handle Participating Agencies needs in detail.	*
80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	☒ Yes ☐ No	Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell RFP 120324 - Toter LLC Pricing - 12-3-2024.pdf - Tuesday December 03, 2024 12:37:00
- [Financial Strength and Stability](#) - Wastequip Financials (TRADE SECRET) October 2024.pdf - Tuesday December 03, 2024 13:00:48
- [Marketing Plan/Samples](#) - Marketing Plan Samples- Toter.pdf - Tuesday December 03, 2024 12:35:40
- [WMBE/MBE/SBE or Related Certificates](#) - Toter's Good Faith Effort.pdf - Tuesday December 03, 2024 12:10:38
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples- Toter.pdf - Tuesday December 03, 2024 12:18:32
- [Requested Exceptions](#) - Toter's Requested Exceptions.pdf - Tuesday December 03, 2024 12:10:52
- [Upload Additional Document](#) - Toter's Product Literature and Other Items- Additional Documents.pdf - Tuesday December 03, 2024 12:56:19

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. - Laura Hubbard, Director of Municipal Sales, Toter, LLC

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_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☒	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☒	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☒	1



PW INTERNAL PURCHASE REQUEST

INSTRUCTIONS: Complete internal PURCHASE REQUEST (worksheet) & submit with all necessary documentation to PW Admin. Office. The official Requisition will be entered/processed in New World system [Lily and/or Xochitl *back-up only] & submitted to Finance for an official PO.

CITY OF SAN LUIS
Department of Public Works

DATE: 07/28/25

REQUESTOR: Antonio Sandoval

DIVISION: Water

VENDOR NAME: Wester Water Works
ADDRESS: P. O. Box 234

CITY/STATE/ZIP: Marana, Az. 85653-0234

IMPORTANT NOTE: New vendor – Submit W-9 form & ACH form. Finance Dept. will process forms & add new vendor in New World system.

REASON FOR PURCHASE and/or PROJECT:

Open PO for FY2026. Water lab testing - water treatment & water distribution system.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		See attachment		54,850.00

IMPORTANT NOTE: CHECK ACCOUNT(S) TO ENSURE THERE ARE SUFFICIENT FUNDS FOR YOUR PURCHASE REQUEST – BUDGET TRANSFER MAY BE NEEDED.

ACCOUNT: 300-302-80000 ACCOUNT: _____

ACCOUNT: _____ ACCOUNT: _____

SUBTOTAL

54,850.00

MISC. FEE

0.00

FREIGHT/S&H

0.00

TAX

0.00

TOTAL

54,850.00

OFFICE USE ONLY
DEPT. HEAD APPROVAL

DH: _____ DATE: _____

SUPERVISOR SIGNATURE:

Western Water Works

PO Box 234, Marana, Arizona 85653-0234 * * * (254) 405-2783

Email: WesternWaterWorks.Strong@gmail.com

Proposal for Water Testing for City of San Luis FY 2026 (01-Jul-2025 to 30-Jun-2026)

This proposal is based on Nitrate and SOC sampling AFTER EPDS001 and EPDS002 are disconnected from the system. Four remaining EPDS would be 003-006. However, Nitrates MUST be done NLT 31-Dec-2025.

NOTE: This proposal does not include sampling for Site 5, Well 55-239902, EPDS007. Requirements for FY 2026 will not be known until ADEQ issues an Approval of Construction (AOC).

REQUIREMENT	CYCLE	COST	# SAMPLES /REPORTS	UNIT	FREQ in YEAR	TOTAL COST
Annual Requirements						
Coliforms	Monthly	\$36	40	sample	12	\$17,280
MRDL Report	Quarterly	\$125	1	report	4	\$500
DBPs with LRAA / OEL calculations	Quarterly	\$920	4	site	4	\$14,720
Nitrates	Annually MUST do CY2025; CY2026 Optional	\$130	4	EPDS 003-006 only	2	\$1,040
						\$33,540

Non-Annual Cyclic Requirements

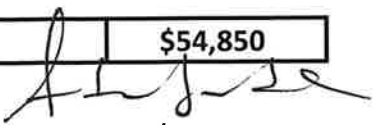
For ALL EPDS, 2024-2026 cycle:						
SOCs	2X / 3-yr	\$3,820	4	EPDS 003-006 only	1	\$15,280
SOC monitoring is required 2x within the cycle years, in non-consecutive quarters. 1st sets were in FY2024.						
For EPDS006 ONLY:						
VOCs	Annually	\$570	1	EPDS	1	\$570
						\$15,850

One-Time (2-phase) Requirement

For EPDS005 ONLY:						
UCMR5	2X / 1-yr	\$1,460	1	EPDS	1	\$1,460
Allowance for unscheduled events - only charged if additional requirements arise						\$4,000

TOTAL FY 2026 PROPOSAL						\$54,850

There is NO TAX associated with our services.


07/28/25



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 08/13/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford Explorer using Arizona Department of Public Safety Local Border Support Grant budgeted funds. **(Emmanuel Botello, Lieutenant)**

SUMMARY:

Purchase of Vehicles

The City of San Luis Police Department is seeking approval for the purchase of one (1) new 2026 Ford Explorer. The new vehicle will be assigned to the San Luis Police Department Patrol Division in order to replace vehicles over 10 years old with 100,000 miles and scheduled to be decommissioned. The funds for the purchase of this vehicle was approved as Fiscal Year 2025-2026 Capital Projects Grant Funds. The vehicle will be purchased from Peoria Ford, which holds the Arizona state contract #CTR059322 and has provided a bid of \$50,096.85, including tax, for the vehicle.

Purchase of Equipment to up-fit Vehicles

The explorer will be fully equipped and marked by Waltz Outfitting using City of Chandler contract #PD5-055-4859, which provides a cost reduction from the state dealership contract. The quotes provided to fully equip the new vehicle will total \$31,973.30.

Total Purchase

The total purchase amount for the vehicle and the equipment will be \$82,070.15.

San Luis City Code-Purchasing

The equipping and marking of the vehicle comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Chandler contract #PD5-055-4859 for the equipping of the vehicles and Arizona State Contract #CTR059322 for the purchase of the vehicle.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ONE (1) NEW 2026 FORD EXPLORER, TO APPROVE THE MARKING AND EQUIPPING OF THE VEHICLE FOR A TOTAL AMOUNT NOT TO EXCEED \$90,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:	\$82,070.15
BUDGETED AMOUNT:	\$82,070.15
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The total amount to purchase the new vehicle will be \$82,070.15. Fiscal Year 2025-2026 budgeted amount was included within the grant amount of \$956,478.50.

Attachments

Peoria Ford Quote
Waltz Outfitting Quote
Peoria Ford State Contract
Waltz City of Chandler Contract

PFVT MOTORS, LLC.

9130 West Bell Road

Peoria, AZ 85382

Wesley Boswell

Government Account Team

Direct: 480-696-5930

**Quote**

Date	7/10/2025
Valid Until	7/15/2025
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:
San Luis Police Department
Lieutenant Emmanuel Botello
ebotello@sanluisaz.gov
(928) 919-0043
Ford FIN: QM449

Invoice Address:
1030 E. Union St.
San Luis, AZ 85349

Delivery Address:
1030 E. Union St.
San Luis, AZ 85349

Customer unit number	Description	Line Total
	2026 Explorer Interceptor (K8A) - Police Inter Utility AWD MSRP	\$48,950.00
K8A0 POLICE INTER UTILITY AWD .119 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH BUCKETS/VINYL REAR SEATS ONYX INTERIOR EQUIPMENT GROUP 500A .FM STEREO 3.3L TI-VCT V6 ENGINE 10-SPEED AUTO TRANSMISSION	FORD FLEET SPECIAL ADJUSTMENT 50 STATE EMISSIONS DRIVER SIDE LED SPOT LAMP SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY	
	Phase 1 discount applied 8.99% DIO: Window tint, 2 additional keys 4 total, Delivery	-\$4,400.61 INCLUDED
	Ford Destination & Delivery	\$1,695.00
	Subtotal	\$46,244.40

Special Notes and Instructions

Unit(s) will be ordered once approved

Vehicle Registration not included

Sales Tax	8.10%	\$3,745.80
Tire Tax	5	\$11.65
Extended Warranty		\$0.00
Flooring		\$0.00
Freight / Delivery		\$95.00
Docs & Registration		\$0.00
Total Per Unit		\$50,096.85
Quantity of Units		1
PO Total		\$50,096.85

Signature

Print Name

Date

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382

480-696-5930 - wesley.boswell@governmentautosales.com



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San Luis PD
1030 Union Street
San Luis, AZ 85349
ebotello@sanluisaz.gov

2025 Ford Police Interceptor Utility Base

Customer Comments

City of Chandler Contract: PD5-055-4859

Customer Supplied Equipment:

Motorola APX 6500 Remote Head Radio Kit

760-870 MHz Antenna with Coax Cable / Part #
HAF4013A

Coax Cables / Part # NMOKHFUD

TNC Male RG58 Connectors / Part # 031-2367-RFX

LTE Antenna / Part # BMLPVMB

Low Profile GPS Antenna / Part # GPS-NMO

Labor and Shop Supplies

Description	Price	QTY	HRS	Subtotal
Labor: EVT Certified Labor			75	\$6,750.00
Part: Shop Supplies	\$250.00	1		\$250.00
Part: Shipping and Handling <i>Shipping and Handling</i>	\$800.00	1		\$800.00
Estimated Tax (8.1%): \$85.05			Total: \$7,885.05	

Lightbar

Description	Price	QTY	Disc	Subtotal
Part: WLN-LEGACY DUO CORE BUNDLE <i>Part #: LEGACY DUO-DUO WCX CORE BUNDLE:</i> <i>Bundle Includes:</i> <i>Legacy Bar with strap kit</i> <i>CenCom CORE with CAN port</i> <i>CORE Controller</i> <i>Scanport OBD2 Install Kit</i>	\$9,290.00	1	65%	\$3,251.50
Part: WLN-EB2DEDE <i>Part #: EB2DEDE</i> <i>WCX Series DUO LED lightbar, 54"</i>		1		\$0.00
Part: WLN-MKAJ105 <i>Part #: MKAJ105</i>		1		\$0.00



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Lightbar				
vehicle specific mounting kit for PIU				
Part: WLN-CLBV2V Part #: CLBV2V CLBV2V, Vehicle to vehicle sync module, in lightbar	\$371.00	1	35%	\$241.15
Discount (63.85%): (\$6,168.35)		Estimated Tax (8.1%): \$282.90		Total: \$3,775.55

Front of Vehicle Lighting and Equipment				
2 RBW TION Front of Bumper, 2 Side				
Siren Speakers Mounted to Bumper Cross Rail				
OEM WigWag Headlight Flash				
Description	Price	QTY	Disc	Subtotal
Part: WLN-CEM16 Part #: CEM16 16-Output Expansion Module	\$292.00	1	35%	\$189.80
Part: KDBCO-COREHEXP16L Part #: COREHEXP16L Expansion Harness for CEM16	\$146.00	1	10%	\$131.40
Part: PROGARD-PB47UIN20HD Part #: PB47UIN20HD Pro-Gard HD Push Bumper	\$660.00	1	20%	\$528.00
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	4	35%	\$574.60
Part: WLN-SA315P Part #: SIREN SPEAKER - BLACK 1- SAK1 UNIVERSAL SPEAKER MOUNT INCLUDED	\$465.00	2	35%	\$604.50
Part: WLN-SAK1 Part #: SAK1 Siren Speaker Universal Bracket		2		\$0.00
Part: WLN-ARGES2 Part #: ARGES2 ProFocus Arges Spot/Flood Light	\$912.00	1	35%	\$592.80
Part: WLN-ARGCH1 Whelen Agres Control head	\$352.00	1	35%	\$228.80
Part: WLN-ARG50D Part #: ARG50D Driver Fender Mount - PIU	\$116.00	1	35%	\$75.40
Discount (31.84%): (\$1,366.70)		Estimated Tax (8.1%): \$236.95		Total: \$3,162.25

Side of Vehicle Lighting				
Description	Price	QTY	Disc	Subtotal



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Side of Vehicle Lighting				
Part: WLN-U18050 Part #: U18050 PI SUV 20-25 U-Series Mounts (Pair)	\$35.00	1	35%	\$22.75
Part: WLN-U180JC Part #: U180JC U-Series 180* Super-LED Red/Blue/White	\$330.00	2	35%	\$429.00
Discount (35%): (\$243.25)		Estimated Tax (8.1%): \$36.59		Total: \$488.34

Rear of Vehicle Lighting				
2 IONs Mounted to Spoiler				
2 Mounted on Rear Hatch, Left and right of license plate				
Mini IONS - Downfire				
Vertexs Mounted in OEM Taillamp Housing				
Description	Price	QTY	Disc	Subtotal
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	2	35%	\$287.30
Part: KDBCO-KDBTSPOL Part #: KDBTSPOL T-ION Under Spoiler Bracket	\$17.00	2	10%	\$30.60
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	2	35%	\$287.30
Part: WLN-TLMI2J Part #: TLMI2J Mini T-Series Linear DUO Red/Blue	\$158.00	2	35%	\$205.40
Part: WLN-VTX609B Part #: VTX609B Vertex LED hideaway lights, blue	\$158.00	2	35%	\$205.40
Part: WLN-VTXADAPT Part #: VTXADAPT Twist-In Adapter	\$16.00	2	35%	\$20.80
Part: SNDOFF-ETFBSSN-P Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	\$108.00	1	40%	\$64.80
Discount (34.82%): (\$588.40)		Estimated Tax (8.1%): \$89.23		Total: \$1,190.83

Officer Area Equipment				
Idle Security on Switch on center console - 2 Position On-Off				
Description	Price	QTY	Disc	Subtotal
Part: MMSU-1	\$40.00	2	10%	\$72.00



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Officer Area Equipment					
Part #: MMSU-1 Magnetic Mic Clip					
Part: HAV-DS-GTC-311-3 Part #: DS-GTC-311-3 Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections	\$1,276.00	1	20%	\$1,020.80	
Part: HAV-DS-DA-413 Part #: DS-DA-413 Screen Support For DS-GTC-3X0 Series Docking Stations	\$87.00	1	20%	\$69.60	
Part: HAV-LPS-116 Part #: LPS-116 Power Supply for use with DS-GTC-210 Series, DS-GTC-310 Series, DS-GTC-410 Series, and DS-GTC-510 Series Docking Stations	\$258.00	1	20%	\$206.40	
Part: LPS-211 Part #: LPS-211 Havis: Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles - Mount a power supply or USB hub directly to your docking station or cradle with this versatile bracket - Compatible with LIND and Getac power supplies	\$45.00	1	20%	\$36.00	
Part: KUSTOMSIG-3003 Part #: 3003 Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	\$3,381.00	1		\$3,381.00	
Part: KUSTOMSIG-3014 Part #: 3014 Eagle 3 Insulated Heat Shield Kit p/n 050-0036-00	\$48.75	1		\$48.75	
Part: HAV-C-VS-1012-INUT-2 Part #: C-VS-1012-INUT-2 Havis 22" Angled Console for PIU	\$670.00	1	20%	\$536.00	
Part: HAV-C-EB40-CCS-1P Core Equipment Bracket		1		\$0.00	
Part: HAV-C-EB25-XTL-1P APX6500 Equipment Bracket		1		\$0.00	
Part: HAV-CUP2-1004 Part #: CUP2-1004 4" Internal Adjustable Beverage Holder	\$67.00	1	20%	\$53.60	
Part: HAV-C-ARM-102 Part #: C-ARM-102 Side Mount Armrest	\$97.00	1	20%	\$77.60	
Part: HAV-C-AP-0325-1 Part #: C-AP-0325-1 3" Accessory Pocket	\$53.00	1	20%	\$42.40	



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Officer Area Equipment				
Part: HAV-C-LP2-USB-BL2 Part #: C-LP2-USB-BL2 2 Lighter Plug, 1 USB-C & USB Dual Port Charger	\$161.00	1	20%	\$128.80
Part: HAV-C-MCB Part #: C-MCB Havis Mic Clip Bracket	\$20.00	1	20%	\$16.00
Part: HAV-C-MD-119 Part #: C-MD-119 11" Slid out Locking Arm w/ Motion Device	\$379.00	1	20%	\$303.20
Part: STNA-GK20041UHK Part #: GK20041UHK Dual T-RAIL Weapon Lock System w/ 1 Universal XL Lock	\$409.00	1	15%	\$347.65
Discount (9.84%): (\$691.95)		Estimated Tax (8.1%): \$513.52		Total: \$6,853.32

Prisoner Area Equipment				
Description	Price	QTY	Disc	Subtotal
Part: PROGARD-P1300UINT20AOSB Part #: P1300UINT20AOSB Single Compartment, Pro-Cell, 1/3 Partition, w/ Passenger Side Only Outboard Seat Belts Includes 1/3 Full Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Passenger Side Door Panel Poly Window Cargo Barrier, & Optional Outboard Seat Belts	\$3,577.00	1	15%	\$3,040.45
Part: WLN-3SRCCDCR 3" Round Compartment Light, LED Red/white	\$104.00	1	35%	\$67.60
Discount (15.57%): (\$572.95)		Estimated Tax (8.1%): \$251.75		Total: \$3,359.80

Rear Cargo Equipment				
Rear done on switch - On-Off-On				
Description	Price	QTY	Disc	Subtotal
Part: WLN-3SRCCDCR 3" Round Compartment Light, LED Red/white	\$104.00	1	35%	\$67.60
Part: TROY-AC-20-UV-TRAY Troy 2020+ Ford PIU electronics tray bolts to CP-UV20-CARGO	\$319.00	1	20%	\$255.20
Part: TROY-CP-GB403212-LIP Troy steel cargo vault with (2) T-handle compression locks, 40"W x 32"L x 12"H with 1" all around lip carpet top	\$1,399.00	1	20%	\$1,119.20
Part: TROY-CP-UV20-CARGO Troy 2020+ Ford PIU tilt-up cargo mount with gas shocks	\$950.00	1	20%	\$760.00
Part: WLN-CCTL5 Part #: CCTL5	\$473.00	1	35%	\$307.45



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Rear Cargo Equipment				
<i>Hand-Held Controller</i>				
Part: WLN-CCTLHARN Part #: CCTLHARN CenCom Core™ Control Head Harness Kit, for use with any Non-Primary Control Head, Control Heads Purchased Separately.	\$10.00	1	35%	\$6.50
Part: MMSU-1 Part #: MMSU-1 Magnetic Mic Clip	\$40.00	1	10%	\$36.00
Discount (22.55%): (\$743.05)		Estimated Tax (8.1%): \$206.71		Total: \$2,758.66

Wiring Harness and Electronics				
Description	Price	QTY	Disc	Subtotal
Part: 911C-CH27.1.20 Part #: CH27.1.20 CH27 w/ single Stage Timer and 20' Harness List Price \$1215	\$1,215.00	1	30%	\$850.50
Part: WLN-C399 Part #: C399 CenCom CORE™ with CANport™ ODB II interface		1		\$0.00
Part: WLN-C399SP Part #: C399SP		1		\$0.00
Part: WLN-CCTL6 Part #: CCTL6 CenCom Core Rotary Knob		1		\$0.00
Discount (30%): (\$364.50)		Estimated Tax (8.1%): \$68.89		Total: \$919.39

Graphics			
Description	Price	QTY	Subtotal
Part: RVSG-SLPD-Materials-PIU Part #: RVSG-SLPD-MATERIALS-PIU Digitally printed 3M IJ680CR-10 reflective with 3M 8518 gloss laminate	\$552.05	1	\$552.05
Part: RVSG-SLPD-Labor-PIU Part #: RVSG-SLPD-LABOR-PIU Labor	\$363.40	1	\$363.40
Estimated Tax (8.1%): \$74.15			Total: \$989.60

Tint			
Window Tinting / Front Doors 35% Rear Doors and Window 5%			
Description	Price	QTY	Subtotal



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Tint			
Part: VT-SUV	\$546.25	1	\$546.25
Estimated Tax (8.1%): \$44.25			Total: \$590.50

Estimate and Authorization Agreement

The estimates provided represent an approximation of the timing and charges for the outfitting services requested. These estimates are based on the anticipated scope of work and equipment required. However, unforeseen challenges or changes in project requirements may result in deviations from the original quote. By approving this estimate, you authorize the outfitting work described to proceed, including procurement of necessary components, and grant permission for the vehicle to be operated for on-road testing, calibration, or inspection purposes as needed.

If additional modifications or repairs are required during the course of the project, a revised work order will be provided detailing the costs of additional parts, labor, and the total updated project cost. Unless otherwise specified, all parts and equipment installed are new.

Policies and Warranties

Deposits for outfitting projects are non-refundable.

No returns or refunds will be accepted for custom or special-ordered items, including specialized emergency equipment, or electrical components. Warranty coverage does not apply to customer-supplied equipment or used components provided by the customer. New and procured equipment is subject to manufacturer warranty. Waltz Outfitting labor holds a lifetime warranty.

Approval for Additional Work

Should the cost of required modifications or repairs exceed the authorized estimate, your approval will be obtained before proceeding. We are committed to keeping you informed throughout the outfitting process and will only perform work authorized by you.

Thank you for choosing us as your trusted partner for emergency vehicle outfitting.

Disclaimer:

All pricing provided in this quote is based on current market conditions and tariff regulations as of the date of issuance. Due to the potential for changes in tariffs, trade policies, or government-imposed duties, quoted prices are subject to change without prior notice. Any adjustments resulting from such changes may affect the final pricing on open or pending quotes. We reserve the right to revise prices accordingly should these external factors impact material or product costs.

Signature _____

Labor	\$6,750.00
Parts	\$34,072.45
Subtotal	\$40,822.45
Discount	\$10,739.15
Tax	\$1,890.00
Grand Total	\$31,973.30
Paid to Date	(\$0.00)
REMAINING BALANCE	
	\$31,973.30



ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	AMENDMENT NO.: Four (4)
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Four (4) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.



City Clerk Document No. A-2025-512

City Council Meeting Date: January 23, 2025

**CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waltz Outfitting LLC, an Arizona Limited liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

- A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed \$1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, 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 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents,

representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Juan Martinez
 Title: Warehouse & Supply Program Manager
 Address: 975 E. Armstrong Way, Bldg. I.
 Chandler, AZ 85286
 Phone: 480-782-2416
 Email: Juan.Martinez@Chandleraz.gov

For the Contractor

Name: David White
 Title: General Manager
 Address: 449 S. 48th St. STE 105
 Tempe, AZ 85281
 Phone: 602-502-0099
 Email: david@waltzof.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

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

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: Kevin Harthe

Its: Mayor

FOR THE CONTRACTOR

By: David White

Its: Partner and General Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney *DLB*

ATTEST:

By: Dana R. Long
City Clerk



EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	20%	6/19/2024
Soundoff	40%	1/6/25
Motorolla	N/A	N/A
Streamlight	10%	2023
Pro Guard	20%	Jan 2025
CCI	N/A	N/A
Havis	20%	10/31/2024
Tomar	10%	Current-Internet
Sho-Me	5%	Current
Amer.Alum	15%	Current
Ray Allen	N/A	N/A
Brother	10%	Current
Panaroma	15%	Current
Setina	15%	August 2024
Whyle	N/A	N/A
Samlex	N/A	N/A
911 Circuits	30%	Current
911 Signal	N/A	N/A
Jotto	N/A	N/A
Code 3	30%	Current
Tufloc	N/A	N/A
Whelen	35%	Dec 19 2024
Highway Products	0%	Current
Federal Signal	20%	Current
PTS (prisoner transport systems)	20%	6/19/2024
Go-Rhino	N/A	N/A
Westin	25%	Current - Internet
Gamber Johnson	20%	Current
Vigilant Solutions	N/A	N/A
Feniex	N/A	N/A
Trademark	N/A	N/A
Minimum Discount for items not on list	5%	N/A
Maximum mark up on subcontractors	15%	N/A
B & B Enterprises	10%	N/A
Labor Hourly Rate:	\$90	

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 08/13/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-07. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the State Electronic Data Collection (SEDC) Grant by approving Contract #2025-SEDC-003 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Alan Guevara, Lieutenant)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of \$74,069.42 to support materials and supplies: Mobile Data Computers (MDCs) and office docks, which will be specifically used for 100% statewide electronic data collection efforts throughout the City of San Luis. The SLPD plans to use the funding to upgrade and standardize the state's crash data collection systems to enable electronic data collection, intrastate data sharing, and full electronic data transfers to NHTSA to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users.

The SLPD is requesting approval to enter into an agreement with the Governor's Office of Highway Safety to begin the procurement process and order the materials and supplies as provided in Order No. 2025-07.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-07.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$74,069.42
BUDGETED AMOUNT:	\$74,069.42
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-60035 Project 2026063 Minor Tools/Equipment Supplies

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The SLPD received a total of \$74,069.42 in materials & supplies from the Governor's Office of Highway Safety.

2025-SEDC-003

Attachments

Order No. 2025-07



Order

No. 2025-07

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE STATE ELECTRONIC DATA COLLECTION (SEDC) GRANT BY APPROVING CONTRACT #2025-SEDC-003 BETWEEN THE CITY OF SAN LUIS, ARIZONA, THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY.

WHEREAS, the Arizona Governor's Office of Highway Safety has approved the support of Equipment expenses to enable electronic data collection, intrastate data sharing, and full electronic data transfers to NHTSA to increase accuracy, timeliness, and accessibility of the data;

WHEREAS, the Arizona Governor's Office of Highway Safety has prepared a Contract providing for all the conditions of acceptance of the funds, including that these funds shall not be used to supplant other funding of the San Luis Police Department.

IT IS ORDERED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

Section 1: That the Highway Safety Contract titled State Electronic Data Collection Program #2025-SEDC-003 is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,
Arizona this _____ day of August 2025.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City
Attorney

STATE ELECTRONIC DATA COLLECTION (SEDC) GRANT PROGRAM

This page and attached hereto and incorporated herein by reference, constitute the entire Agreement between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 693JJ92540004

Assistance Listing: 20.614

1. APPLICANT AGENCY San Luis Police Department		GOHS AGREEMENT NUMBER: 2025-SEDC-003
ADDRESS 1030 East Union Street, San Luis, AZ 85349		PROGRAM AREA: State Electronic Data Collection Program
2. GOVERNMENTAL UNIT City of San Luis		AGENCY CONTACT: Alan Guevara
ADDRESS 1030 East Union Street, San Luis, AZ 85349		3. PROJECT TITLE: State Electronic Data Collection Program
4. GUIDELINES: US DOT/ NHTSA Grant Agreement		
5. BRIEFLY STATE PURPOSE OF PROJECT: State Electronic Data Collection grant will support Materials and Supplies: Mobile Data Computers (MDCs) and MDC office docks will be specifically used for 100% Statewide Electronic Data Collection Efforts throughout the City of San Luis.		
6. BUDGET COST CATEGORY		Project Period (2025-2026)
I. Salaries and Benefits		\$0.00
II. Travel Costs		\$0.00
III. Contractual Services		\$0.00
IV. Materials and Supplies		\$74,069.42
V. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$74,069.42
AGREEMENT PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 1/31/2026
US DOT NHTSA GRANT AGREEMENT PERIOD	FROM: 2/26/2025	TO: 1/31/2026
TOTAL FUNDS AWARDED THIS PROJECT PERIOD: \$74,069.42		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Agreement.

US DOT NHTSA STATEMENT OF PURPOSE AND OBJECTIVES:

On November 15, 2021, Congress enacted the Infrastructure Investment and Jobs Act (IIJA) P.L. 117-58, also referred to as the Bipartisan Infrastructure Law (BIL). Pursuant to BIL, section 24108(d), Congress mandated that NHTSA establish the State Electronic Data Collection (SEDC) program to provide grants to States to upgrade and standardize state crash data systems to enable full electronic data transfer to NHTSA, which includes enabling electronic data collection, intrastate data sharing, and electronic data transfer to NHTSA to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users. This program implements the BIL SEDC grant program. Through the SEDC grant program, DOT expects the expanded availability, timeliness, and accessibility of reportable crash data will create a system that will more rapidly and comprehensively identify trends, expand the number of insights derived from the data, and better enable analysis to inform policy and decision making. Once States have fully implemented the activities funded through this Grantee, NHTSA will publish de-identified crash data collected through the SEDC program for public use.

NHTSA's National Center for Statistics and Analysis (NCSA) collects and analyzes data to support NHTSA's mission to identify traffic safety issues, support data-driven decisions and to disseminate traffic safety information to the public. NCSA manages several data collections that support agency activities such as the Fatality Analysis Reporting System (FARS), the Crash Reporting Sampling System (CRSS), the Crash Investigation Sampling System (CISS), and Non-Traffic Surveillance (NTS). NCSA will use the SEDC data to, among other things, populate those existing crash data systems.

Purpose and Objective

Consistent with BIL Section 24108, the purpose of this Grant is to upgrade and standardize the State's crash data collection systems to enable electronic data collection, intrastate data sharing, and full electronic data transfers to NHTSA to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users. To fulfill the purpose, the Grantee shall meet the objectives detailed in its workplan to modernize and standardize its statewide crash data collection system to enable full electronic data transfer of all crash data from its single statewide crash data repository to NHTSA.

This includes but not limited the following: the Grantee shall collect crash data electronically in the field by all law enforcement agencies and jurisdictions and transfer it to a single, statewide crash database; the Grantee shall use a uniform, efficient approach (e.g., question or scenario-based software) that aligns, or increases alignment over a period of time, with the MMUCC Sixth Edition; the Grantee shall ensure that in addition to the data collected at the scene, the Grantee shall include in its crash database data elements and attributes related to the crash, including narratives, diagrams, and all linked and derived data; and the Grantee shall include in its electronic transfer to NHTSA all the crash data from the State's statewide crash data repository regardless of whether the crashes are electronically reported to the statewide crash data repository.

Agency Background

The San Luis Police Department (SLPD) serves the City of San Luis and its surrounding areas, which consist of 34,100 square feet. The City of San Luis is a border to San Luis Rio Colorado, Sonora, Mexico, and the SLPD is responsible for 18 miles of the linear border. The permanent resident population is 44,963, but frequent commuters from Mexico can exceed 47,000 to 57,000 persons per day throughout the year, mainly during the winter months and harvesting season. The nearest city, the City of Somerton, is approximately 16,146 in population, which also increases during the winter months/harvesting season. As part of its Memorandums of Understanding (MOU), SLPD assists upon request, as do the other agencies within the county. The Arizona Department of Corrections, with a capacity of 39,188 inmates plus its full-time personnel, is also within its city limits. LaSalle Corrections, with a capability of 870 inmates plus their full-time personnel, is also within the city. The LaSalle Corrections holds detainees from several federal agencies, including people that entered the United States illegally through San Luis, Arizona's jurisdiction. San Luis, Arizona is served by U.S. Route 95 (US 95) and Arizona State Route 195 (SR 195). US 95 starts at the US Customs and Immigration checkpoint station on the border and runs north through San Luis, eventually becoming a one-way pair around downtown. SR 195 intersects US 95 at the north end of downtown.

Agency Problem/Attempts to Solve Problem:

As Arizona's largest U.S. Port of Entry City, the San Luis Police Department seeks funds from the Governor's Office of Highway Safety State Electronic Data collection (SEDC) program to purchase Mobile Data Computers (MDCs) and MDC office docks. The U.S. Port of Entry attracts a high quantity of commuters traveling in and out of the country through the City of San Luis jurisdiction. Furthermore, an identified problem area within the jurisdiction is the waiting vehicle traffic line heading towards Mexico. This extends for about two to three miles and is located right on the business area of Main Street. This waiting vehicle traffic line creates several problems, which are multiple vehicular collisions, hits and runs, road rage incidents. The San Luis Police Department, between May 2024 to May 2025, responded to 892 vehicle collision incidents. Out of all those incident, 509 were reportable crash reports in which a crash report was required and completed. The San Luis Police Department faces the challenge of collecting the electronic data during the crash call for service. Additionally, the agency needs equipment to streamline the crash data required for the state crash report to facilitate the report's completion promptly. This problem directly impacts police officers and records staff and indirectly affects community members who rely on the department's adherence to provide accurate and timely service. The agency identified this issue, and the suitable solution is to modernize and standardize data collection, which can be provided via its current electronic crash reporting system. The electronic crash reporting system will be installed on the department's cell phones and added to the department's MDCs. Once the initial crash data is collected and transferred to the electronic crash reporting system, it can be completed in the MDCs and electronically submitted as a crash report.

Agency Funding:

State Electronic Data Collection grant will support Materials and Supplies: Mobile Data Computers (MDCs) and MDC office docks will be specifically used for 100% Statewide Electronic Data Collection Efforts throughout the City of San Luis.

How Agency Will Solve Problem With Funding:

San Luis Police Department requests funding for State Electronic Data Collection Grant Program throughout the City of San Luis. The San Luis PD plans on using grant funding to upgrade and standardize the State's crash data collection systems to enable electronic data collection, intrastate

San Luis Police Department	<u>GOHS State Electronic Data</u> <u>Collection Sub-Recipient</u> Grant Agreement	2025-SEDC-003

data sharing, and full electronic data transfers to NHTSA to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users.

Project Objectives / Method of Procedure:

1. To accurately and efficiently improve data collection within a three months of the mobile data computer's deployment.
2. To increase the streamline process efficiency, reduce cost, and enhance overall administrative effectiveness by 50 percent by using the mobile data computers.
3. Improve prompt crash data reporting within three months from the field to the central repository using the mobile data computers.
4. Achieve and maintain 100 percent compliance by collecting the crash sensitive data and transmit the data into the mobile data computers.

GOALS/OBJECTIVES:

State Electronic Data Collection grant will support Materials and Supplies: Mobile Data Computers (MDCs) and MDC office docks will be specifically used for 100% Statewide Electronic Data Collection Efforts throughout the City of San Luis.

Expenditures of funding pertaining to the State Electronic Data Collection Grant including Personnel Services and ERE, Contractual Services, Materials and Supplies, and Capital outlay shall comply with the State Electronic Data Collection Grant Program goals provided by the Arizona Governor's Office of Highway Safety. The State Electronic Data Collection Grant Program goal is to upgrade and standardize the State's crash data collection systems to enable electronic data collection, intrastate data sharing, and full electronic data transfers to NHTSA to increase the accuracy, timeliness, and accessibility of the data, including data relating to fatalities involving vulnerable road users throughout the State of Arizona.

PLEASE NOTE: Failure to submit Statistics, Monthly Progress and Quarterly Reports, and/or Invoices of Costs Incurred timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objective:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Statewide Electronic Data Collection Efforts: Mobile Data Computers (MDCs) and MDC office docks specifically 100% used to upgrade and standardize the State's crash data collection systems to enable electronic data collection, intrastate data sharing, and full electronic data transfers.

PRESS RELEASE:

NO media or press releases regarding this Agreement shall be disseminated EXCEPT by the Governor's Office of Highway Safety.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Monthly Progress and Quarterly Reports

The purpose of the Monthly Progress Report is to provide information on Agreement activities conducted at the conclusion of each month. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information,

San Luis Police Department	GOHS State Electronic Data Collection Sub-Recipient Grant Agreement	2025-SEDC-003

photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

Report Schedule (Customize to Project Period)

Reporting Period	Due Date
1 st Quarterly Report and Progress Reports February to April 2025	N/A
2 nd Quarterly Report and Progress Reports May to July 2025	N/A
3 rd Quarterly Report and Progress Reports August to October 2025	November 15, 2025
4 th Quarterly Report and Progress Reports November to January 2026	February 5, 2026
Final Report of Project Results	February 5, 2026

The Monthly and Quarterly Reports **shall be completed on the form provided by the GOHS Project Coordinator and can be submitted by email** to the Governor's Office of Highway Safety.

Final Report of Project Results

The Project Director shall submit a Final Report of Project Results to the GOHS **no later than fifteen (15) days after the conclusion of the project period end date**. All agencies receiving funding are required to submit a Final Report of Project Results. **GOHS must report as a state on the progress to NHTSA so we will need all final reports by February 5, 2026 to comply with the NHTSA deadline of February 15, 2026.**

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of fund reimbursements or termination of the Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief of Police, San Luis Police Department shall serve as **Project Director**.

Alan Guevara, Lieutenant, San Luis Police Department shall serve as **Project Administrator**.

Renee Bracamonte, Deputy Director, Governor's Office of Highway Safety, shall serve as **Project Coordinator**.

INVOICING OF COSTS INCURRED:

The Agency shall submit an Invoice detailing cost incurred, with supporting documentation attached, to the Governor's Office of Highway Safety on regular basis, for each active quarter, in conjunction with the required report.

Accepted supporting documentation to submit with an Invoice includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. Invoices shall be typed and sent electronically via email with appropriate supporting documentation to the Governor's Office of Highway Safety. Final Invoices will not be accepted fifteen (15) days after the conclusion of the project period end date. **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective file. Findings will be discussed with the designated Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the grant Agreement and terminate on project period end date as indicated on the grant Agreement.

DURATION:

Agreements shall be effective on the date the Governor's Office of Highway Safety Director signs the Agreement and expire on the project period end date.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Agreement. Any unexpended funds remaining at the termination of the Agreement shall be released back to the Governor's Office of Highway Safety.

San Luis Police Department	<u>GOHS State Electronic Data</u> <u>Collection Sub-Recipient</u> Grant Agreement	2025-SEDC-003

ESTIMATED COSTS:

I.	Salaries and Benefits	\$0.00
II.	Travel Costs	\$0.00
III.	Contractual Services	\$0.00
IV.	Materials and Supplies Mobile Data Computers (MDCs) and MDC office docks	\$74,069.42
V.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$74,069.42*

*Includes all applicable training, tax, freight, and advertising costs. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$74,069.42.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- C. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit Invoices to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project.
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE.

IV. NATIONAL, ADMINISTRATIVE AND PUBLIC POLICY REQUIREMENTS

- a. This Grant shall be subject, as applicable to the administrative requirements contained in the following regulations which are incorporated by reference with the same force and effect as if each were given in full text:
 - i. 2 C.F.R. Parts 200 and 1201—Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - ii. 2 C.F.R. Parts 180 and 1200—Nonprocurement Suspension and Disbarment.
 - iii. 49 C.F.R. Part 11—Protection of Human Subjects.
 - iv. 49 C.F.R. Part 20 – Department of Transportation New Restrictions on Lobbying.
 - v. 49 C.F.R. Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of The Civil Rights Act of 1964.
 - vi. 49 C.F.R. Part 25 - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
 - vii. 49 C.F.R. Part 27 - Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.
 - viii. 49 C.F.R. Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- b. The Grantee will acknowledge in writing that no funds provided under the Grant will be used for lobbying activities as defined in 2 C.F.R. §200.450.
- c. The Grantee will have procedures in place to respond to an unauthorized disclosure or breach of an individual's personally identifying information (PII). The Grantee will notify NHTSA within seven days of an incident involving the unauthorized disclosure or breach of PII. In the event of an unauthorized disclosure or breach, the Grantee will cooperate and exchange information with NHTSA, as needed, to properly escalate, refer, and respond to the incident.
- d. The Grantee shall ensure access to Limited English Proficiency (LEP) persons in accordance with the U.S. Department of Transportation (DOT) LEP guidance, dated December 7, 2005, which will assist the Grantee in fulfilling its responsibilities pursuant to Title VI of the Civil Rights Act of 1964 and DOT's implementing regulations at 49 C.F.R. Part 21 (incorporated by reference above).
- e. As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services

offered in, the United States. Funds made available under this Award are subject to the domestic preference requirement at 23

- i. U.S.C. 313. The Department expects all applicants to comply with that requirement.
- f. Critical Infrastructure Security and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds.
- g. Civil Rights and Title VI: As a condition of an award, Grantee should demonstrate that the Grantee has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 C.F.R. § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy
- i. infrastructure or facilities that are not compliant with ADA standards. DOT's and NHTSA's
 - i. Office of Civil Rights may work with the Grantees to ensure full compliance with Federal
 - ii. civil rights requirements.
- h. Performance and Program Evaluation: As a condition of an award, Grantees shall be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant Grantees, an impact and/or outcomes analysis of all or selected sites within or across grantees, or a benefit/cost analysis or assessment of return on investment. DOT may require Grantees to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grantees must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.
- i. Grantees and subgrantees are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance Grantees and subgrantee s to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness

and efficiency.” 5 U.S.C. § 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

- i. **Project Signage and Public Acknowledgements:** The Grantee is encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that “the project is funded by the Bipartisan Infrastructure Law”. In addition, Grantees employing project signage are required to use the official investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or grantee burden. The Grantee is encouraged to use recycled or recovered materials when procuring signs.

V. Cancellation

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

Signature of Project Director:

Nigel Reynoso, Chief of Police
San Luis Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Jenny Torres, Acting City Manager
City of San Luis

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Invoices of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 E-mail Address mboucher@sanluisaz.gov

2. Agency's Fiscal Contact:

Name: Roula Encinas

Title: Director of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department
(Agency)

P.O. Box 7740
(Address)

San Luis, AZ 85349
(City, State, Zip Code)

4. Unique Entity Identifier:

078740431
(Unique Entity Identifier #)

1090 E. Union Street San Luis, AZ 85349/PO Box 1170 San Luis, AZ 85349
(Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by the US DOT National Highway Traffic Safety Administration under the State Electronic Data Collection (SEDC) Grant Agreement: 693JJ92540004. The funds authorized for this Project are reimbursable under the Arizona Governor's Office of Highway Safety's US DOT NHTSA Grant Agreement: 693JJ92540004.

2.	A. EFFECTIVE DATE:	B. FEDERAL FUNDS:
	<u>Authorization to Proceed Date</u>	<u>\$74,069.42</u>

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 08/13/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization for the purchase of ten (10) touchscreen mobile data computers using the Governor's Office of Highway Safety State Electronic Data Collection Grant Funds. **(Alan Guevara, Lieutenant)**

SUMMARY:

Purchase of Equipment

The San Luis Police Department is seeking approval for the purchase of ten (10) touchscreen mobile data computers (MDCs), vehicle docks, and adapters. The MDCs will be assigned to all staff engaged in enforcement, replacing our current MDCs, which are scheduled to be obsolete by the end of the current year. The equipment will be purchased from Code 3 Technology, which has provided a bid of \$74,069.42, including tax, and are an official authorized vendor of the GETAC products. The GETAC products are covered under the Sourcwell Contract #090122-GET.

Total Purchase

Funds were budgeted for Fiscal Year 2025-2026. The total amount awarded from the Governor's Office of Highway Safety SEDC Grant was \$74,069.42. All of these funds will be used for the purchase of the MDCs per the grant agreement.

San Luis City Code Purchasing

The purchase comes under the San Luis City Code Purchasing, Section 3.05.090 Cooperative Purchasing, since they are an authorized dealer of the product using the Sourcwell Contract #090122-GET.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF TEN (10) TOUCHSCREEN MOBILE DATA COMPUTERS AND COMPONENTS, FOR A TOTAL AMOUNT NOT TO EXCEED \$74,069.42.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$74,069.42
BUDGETED AMOUNT:	\$74,069.42
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay-Minor
Tools/Equipment/250-181-60035
Project#2026063

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The expense will be made using account 250-181-60035. The total amount for the purchase of ten (10) touchscreen mobile data computers (MDCs), vehicle docks, and adapters will be \$74,069.42. Funds were budgeted for Fiscal Year 2025-2026. The total amount awarded was \$74,069.42

Attachments

Code 3 Quote
Getac Contract
Getac Sourcewell
Grant Award Letter



PROPOSAL

Date: 5/29/2025

QUOTE: 25-321

Lt. Alan Guevara
San Luis Police Department
1030 E. Union St.
San Luis, AZ 85349
928-341-2420

Customer ID SLPDAZ001

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	Getac MDCs	Net 30	

Part#	Description	Qty	Unit Price	Ext. Price
VSEP3PJAB4BG	Getac Fully Rugged V110G7 - Intel i7-1255U Processor, 11.6" Screen, Windows Hello Webcam, Win11 Pro x64, 32GB RAM + TAA, 256GB PCIe SSD (user swappable), Sunlight Readable (Full HD LCD, Touchscreen, Screen Protector, Hard Tip stylus), Power cord, Red Backlit Keyboard, WIFI, Bluetooth, 4G LTE, Dedicated GPS, Passthrough, Hard Handle, USB Type-A x 2, USB Type-C x 1, Barcode Reader, Rear Camera, Dual batteries, Touchpad W/ click button, 3 Year Bumper 2 Bumper Warranty	10	\$4359	\$43,590
XR176FABCCA	Getac Fully Rugged X600 - Intel i5-11500HE vPro Processor + TAA, 15.6" Screen, w/ Webcam, Microsoft Windows 11 Pro x64, 32GB RAM, User-swappable storage: 512GB PCIe SSD (main), Sunlight Readable (Full HD LCD 1000nits), Touchscreen, Screen Protector, Hard tip stylus, Power cord, Red Backlit Keyboard, WIFI, Bluetooth, 4G LTE (EM7511) w/ integrated GPS/Glonass, Passthrough, RS232 x 1, RJ45 x 2, VGA, Thunderbolt 4, Battery (75Wh) x 2, Smart card reader, 3 Year Bumper to Bumper Warranty	2	\$5294	\$10,588
GE-SVTBNFX5Y	Getac Extended Bumper-2-Bumper Warranty (Years 4-5) - For V110 and X600	12	\$528	\$6336
GDOFUR	Getac V110 - Office Dock w/ 90W AC Adapter	10	\$305	\$3050
GDODU9	Getac X600 - Office Dock Station with 230W AC Adapter	2	\$524	\$1048
FMSA-ALPM	FMS Articulated Laptop Pivot Mount for Harley Davidson, With Optional Printer Brother Printer Case, H-D Box Coupling Nut Set	3	\$586	\$1758
GAD2X8	Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3-year warranty	3	\$99	\$297
CG-X	Havis Charge Guard Control Module, Prevents Dead Batteries	3	\$79	\$237
Subtotal				\$66,904.00
Sales Tax				\$7165.42
Shipping				\$0.00
Total				\$74,069.42



Thanks for your business!
Quote expires **8/30/2025***



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Getac, Inc., 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier is not liable in any event for consequential damages. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

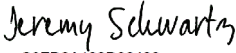
22. CANCELLATION

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

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

Sourcewell

Getac, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/2/2022 | 9:06 PM CDT
Date: _____

DocuSigned by:

By: 4E90B6ECEFC0448...
Hsin Jung-Lu
Title: VP Finance & Business Services
11/9/2022 | 6:52 PM PST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/9/2022 | 9:00 PM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Getac, Inc.
Does your company conduct business under any other name? If yes, please state: Getac Video Solutions
Address: 15495 Sand Canyon Drive Suite 350
Irvine, CA 92618
Contact: Tammy Tubbs
Email: contract.administrator_us@getac.com
Phone: 949-217-8939
Fax: 949-217-8939
HST#: 954547422

Submission Details

Created On: Tuesday August 09, 2022 14:05:13
Submitted On: Wednesday August 31, 2022 13:26:16
Submitted By: Tammy Tubbs
Email: contract.administrator_us@getac.com
Transaction #: 8ea9ceaa-33c7-4c2e-8e79-8184a5443ff2
Submitter's IP Address: 76.82.4.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Getac, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00PP6	*
5	Proposer Physical Address:	15495 Sand Canyon Ave Suite 350, Irvine CA 92618	*
6	Proposer website address (or addresses):	www.getac.com/us	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hsin Jung-Lu; VP Finance & Business Services, 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, hj.lu@getac.com, (949) 681-2949	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Tubbs, Capture Manager, tammy.tubbs@getac.com, (949) 217-8939	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maria Gutierrez, Contract Administrator, contract.administrator_us@getac.com, (949) 247-4114	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For over 30 years, Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors; such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense. As the 2nd largest rugged IT manufacturer in the world, Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in various government entities and our goal is to provide solutions that enhance operations and reduce total cost of rugged mobile data terminal ownership. Getac's current lineup of products include 8 rugged laptops and 8 rugged tablets that feature a rang of screen sizes and features to meet the need of all rugged users.
11	What are your company's expectations in the event of an award?	As a Sourcewell contract holder, Getac plans to utilize this cooperative contract to support a more efficient procurement method for our thousands of customers. We understand the time and cost associated with competitive bidding and look to reduce this procurement challenge for our customers across the US and Canada. We are eager to utilize a robust marketing and training plan to introduce Sourcewell to our customers as a viable procurement method for future procurements.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sine 2016, Getac has consistently grown in sales from \$130M in 2016 to \$200M in 2021. Please see "Getac Financial Review" document attached. You may also view our past financial reports at https://en.getacgroup.com/investors/reports.php
13	What is your US market share for the solutions that you are proposing?	Getac currently maintains over 60% market share in the Federal space to include DoD and maintains 35% market share across rugged laptops, tablets, and related accessories and peripherals.
14	What is your Canadian market share for the solutions that you are proposing?	Getac currently maintains over 25% market share in the rugged laptops and tablet space in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As an Original Equipment Manufacturer (OEM) since 1989, Getac has been providing rugged computing solutions for demanding professionals in extreme environments. Getac was established as a joint venture with GE Aerospace to supply defense electronic products. As the 2nd largest rugged manufacturer in the world, with sales over \$41.3B, Getac is an industry leader in the rugged IT space. Rugged is all we do! We have also established key partnerships with major MDT providers like Havis, Gamber Johnson, Lind, Absolute, and Getac Video Solutions to ensure our products have an ecosystem that support an effective and efficient end user solution. We have over 120 North American-based employees that provide Sales, Service and Support to the Getac customer and utilize a strong lineup of 1100+ certified resellers to work directly with the end user and/or customer to ensure the best value rugged IT solution for the buyer.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a manufacturer, Getac is ISO 9001 and ISO 14001 certified. All of our devices also carry a MIL-STD 810H certification (required to officially be called "rugged") and are Ingress Protection (IP) rated for protections against sand, liquids, and other ingress damage. All Getac devices are EPEAT certified Bronze or better to ensure energy efficiency and carry all necessary US and Canadian UL certification. Our device also maintain the NETREADY designation for us across emergency service communication channels.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag -- F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck -- S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop -- S410 -- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop -- K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check -- B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag -- S410 -- 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video -- Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review -- B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review -- K120 -- 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html PCMag -- B360 -- 4 Stars Editor's Choice -- 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22 https://www.pcmag.com/picks/the-best-rugged-laptops?test_uuid=06r4MYCu5PZzCkufjQSV3po&test_variant=b PCMag -- F110 - 4 Stars 5/2/22 https://www.pcmag.com/reviews/getac-f110-2022 NotebookCheck -- S410 Gen 4 5/19/22 https://www.notebookcheck.net/Getac-S410-Gen-4-laptop-review-Simple-changes-with-huge-upgrades.608357.0.html Laptop -- S410 -- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-s410-review Laptop -- K120- 4 Stars - Editor's Choice 1/18/22 https://www.laptopmag.com/reviews/getac-k120-review Notebook Check -- B360 1/10/22 https://www.notebookcheck.net/Getac-B360-rugged-laptop-review-Bright-1400-nit-touchscreen.590220.0.html PCMag -- S410 -- 4 Stars 10/7/21 https://www.pcmag.com/reviews/getac-s410-g4 ZDNet Video -- Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/ RuggedPC Review -- B360 5G 6/23/21 https://www.ruggedpcreview.com/3_news_2021_06_23_getac.html Rugged PC Review -- K120 -- 4/28/21 https://www.ruggedpcreview.com/3_news_2021_04_28_getac.html

		PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360 PCMag -- Best Rugged Laptops for 2022 5/3/22, Laptop – S410 – 4 Stars - Editor's Choice 1/18/22, Laptop – K120- 4 Stars - Editor's Choice 1/18/22, ZDNet Video – Best Rugged Tablets 7/26/21 https://www.zdnet.com/video/top-5-best-rugged-tablets-in-2021/, PCMag – B360 – 4 Stars Editor's Choice – 8/11/20 https://www.pcmag.com/reviews/getac-b360	
20	What percentage of your sales are to the governmental sector in the past three years	60% of our \$566M in sales over the past three years (2019 - 2021) are government sector sales.	*
21	What percentage of your sales are to the education sector in the past three years	10% of our \$566M in sales over the past three years (2019-2021) are education sector sales	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State Contracts: (1) MS 2019 - \$890K, 2020 - \$1.3M, 2021 - \$630K; (2) NC 2019 - \$258K, 2020 - \$193K, 2021 - \$163K; (3) NY 2019 - \$132K, 2020 - \$395K, 2021 - \$154K; COOP Contracts: N/A; Currently awaiting NASPO award and OMNIA Award; We utilize our distributors, HP and SYNEX cooperative contracts in conjunction with our certified reseller contract awards.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the OEM, we do not directly hold a GSA contract but our products are listed by our Reseller partners and can be found on the following GSA Schedules; Group F- F02 (formerly Schedule 70).	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Las Vegas Metro Police Department	Mandy Berninger	702.828.3111	*
Florida Fish and Wildlife Commission	Elija Padron	863.648.3832	*
Metro Nashville Police Department	Tom Thorson	615.862.7446	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Las Vegas Metro Police Department	Government	Nevada - NV	Rugged laptops and/or tablets for all LVMPD mobile units, including car, motorcycle, horse, and bicycle	Over 40 purchase orders from 10 - 300+ qty since 2017	\$2,900,000+	*
San Bernardino County Sheriff's Office	Government	California - CA	Rugged laptops and/or tablets for all SB County mobile units, including car, motorcycle and bicycle	Over 60 purchase orders from 5 - 400+ qty since 2015	\$3,400,000+	*
Florida Fish and Wildlife	Government	Florida - FL	Rugged laptops and/or tablets for all mobile units, including car, motorcycle, bicycle and boat	Over 10 purchase orders from 22 - 80+ qty since 2018	\$3,200,000+	*
Canadian National Defense	Government	QC - Quebec	On National Military Standing Offer (NMSO) contract to provide rugged laptops and tablets to defense personnel for command and control, mission planning, flightline maintenance and tactical communication.	Over 30+ purchase orders from 5 - 320 qty since 2017	\$3,100,000+	*
United States Air Force	Government	Alabama - AL	On USAF IT contract (currently QEB) to provide contract to provide rugged laptops and tablets to AF personnel for command and control, mission planning, flightline maintenance, situational awareness and tactical communication.	Over 30+ purchase orders from 5 - 400 qty since 2018	\$3,800,000+	*

Table 6: Ability to Sell and Deliver Service

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 *	
26	Sales force.	Getac sales force is led by Larry D'Onofrio and supports North America Public Sector sales including all organizations covered by the Sourcwell Cooperative. Larry's team include 12 Regional Sales Managers (RSMs), geographically assigned and possess over 146 years of Rugged Information Technology sales experience. Our RSMs work directly with national and regional certified resellers and end users to develop the best value information technology rugged solution for the interested organization.	*

27	Dealer network or other distribution methods.	Our certified reseller network includes over 1100 Getac certified resellers, including large, small, and diversity business networks. A brief listing of successful Getac resellers include: Brite Datasource Mobility PCN Strategies *DuraTech USA *SHI *GST NWN Barcodes Island Tech Services Cas Severn Glacier Computing *Mobile Rugged Computers Ramco Rugged RCN Midwest Public Safety *USC Canterbury *Preferred Communications Compar Code 3 Insight Howard CDW *Companies identified with current diversity qualifications.	*
28	Service force.	Getac Service force is led by Derek Suzuki and a team of over thirty US-based developers, engineers, technical support specialists, field service specialist. Getac also maintains an Order Operations 12-member team led by Cheryl Wynkoop and provides purchasing manager order fulfillment specialists, demo loan specialists, and order operations specialists to ensure a seamless order experience from receipt of PO to customer delivery. All Getac Service tools and reports are available to the end user on our 24/7 Customer Portal.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When an end user shows an interest in purchasing Getac equipment, we will assign certified regional reseller to support the development of the SKU# and Purchase Order. Once Getac has received the PO from the reseller, we will place the order with our factory and coordinate delivery and installation (if necessary). All Getac customers will have a Getac RSM and Reseller POC assigned to each sale.	*

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.	a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process. 1. Visit https://usrma.Getac.com/ and register as a new user 2. Once logged in, a customer will select Create Service request and Follow the prompts 3. Customers may generate a quote and save it to their account for 30 days 4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels. 5. All prices include time and material plus round-trip shipping Customer Complaints and Service-related Issues – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution. Response Time (pre-CV19/Post CV19) – Getac provides technical support for Getac branded product for the following hours of operations: • Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions. • Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours. • Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day. Case Management - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As the second largest rugged laptop and tablet manufacturer in the world, Getac is proud to provide our rugged lineup of products to the Sourcewell participating entities. We are unique to the IT industry because "Rugged Is All We Do." Since 1989, Getac has sought to grow our North American presence and the use of cooperative contracts like Sourcewell, provides efficient and cost effective procurement opportunities for our nations' public sector and non-profit industry. Getac is prepared for additional growth this contract may afford and is currently operating our total manufacturing capability at 70%.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Getac sales force and support include Canadian assets including Regional Sales Managers and Certified Repair Centers centrally located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Getac currently supports all geographic area of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Getac does not forsee any issues servicing the Sourcewell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Getac does not have any specific contract requirements or restrictions that would apply to participating entities in Alaska, Hawaii, or other US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award for the new Contract, Getac plans to promote the contract award through internal and external communications as approved by the Agreement Administrator. The goal of marketing the contract is not only to communicate the value proposition, benefits, and the Sourcewell and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting Sourcewell and/or State-specific standards and savings as appropriate and approved by the Agreement Administrator and the participating agencies. To ensure effective marketing plan execution, the Getac Contract Representative, with the collaboration of the Agreement Administrator and designated participating agencies, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with after award.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Marketing plan will include several key features: Press Release: Getac will collaborate with the designated Agreement Administrator and other designated contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Advertising: Getac will drive contract awareness and product/service promotions under the contract through Getac web banners on https://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of procuring entities. Web banners have a "call to action" inviting the reader to contact Getac URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing promotions. As required under the contract, all marketing materials will be provided to the Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the Agreement Administrator. Web Presence: The Getac Sourcewell contract website that is in development with a potential landing page named https://sourcewell.getac.us/ will offer customers extensive information on the contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential Sourcewell procurement entities. The website will provide a dropdown menu of the participating agencies and guide the user to a state specific page to facilitate procurement efforts. Each state website will be personalized, as allowed by and as approved by the Participating Agencies Procurement official, to meet the needs of the organization and maintain the approved format.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Marketing Events & Forums: Getac will participate in annual marketing events annually and attend other Sourcewell events. The Getac Primary Account Representative will attend events along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating agencies throughout the year to review participating agencies marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the Agreement Administrator, designated Sourcewell teams and/or participating agencies to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, price lists, and how to save more using this contract. As allowed and approved by the Agreement Administrator, Getac agency-approved partners can assist in the marketing activities in this section to promote the contract through telemarketing/email/social media campaigns, events and distribution of Agreement Administrator approved marketing documents. This will allow Getac to reach even more agencies for contract awareness.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly customized nature of each and every rugged laptop and tablet Getac manufacturers, we do not offer E-procurement service for initial procurement. Once a Getac customer, customers will be provided a User Log In to purchase additional accessories, peripherals as needed and approved under the terms of the contract.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Getac products will come with an operating manual and access to training materials via the online customer portal at no additional cost to the buyer. Getac may also be able to provide additional training and support as requested at no additional cost to the procurement agency.
41	Describe any technological advances that your proposed products or services offer.	1. Our revolutionary LumiBond® 2.0 touchscreen technology, which bonds the display glass with the touch panel and LCD, creating a single pane that is more durable and readable, and offers better contrast and more crisp colors than other rugged laptop display. It features four advanced touch modes (Touch, Glove or Pen mode, plus an optional Digitizer mode), and the included hard-tip stylus enables you to capture signatures and take more precise notes on drawings, maps, or forms. 2. Main chassis structure is precision cast using Magnesium Alloy, an incredibly strong structural metal that also happens to be one of the lightest in the world for its strength. We combined that with an advanced rugged polymer in areas of less impact and rubberized absorption polymer at the main points of contact. Our devices have been independently tested and certified to MIL-STD-810H and MIL-STD461G standards. 3. Hot-swappable dual-battery design allows for potentially everlasting, uninterrupted battery life. This enables you to remove one of the two rechargeable batteries and replace it with a fresh battery without ever shutting down apps or your Windows OS. 4. AT&T FirstNet Ready®, offers an easy-to-carry profile, a comfortable touchscreen, and more power to run your general office and industry-specific applications with ease for first responders. 5. Most of our models' offer the newest and fastest wired and wireless connection options available. Thunderbolt™ 4 offers 40 Gbps data sharing with other devices, while Wi-Fi 6 (802.11ax) offers nearly five times speedier WLAN connectivity than the previous generation, and more reliability in dense deployments. The new Bluetooth 5.2 standard enhances connectivity with various Low-Power Wide-Area (LPWA) devices, while Wireless WAN with integrated GPS/GLONASS receiver, incorporating the latest Sierra Wireless module, delivers advanced air interface connectivity, including LTE-Advanced (LTE-A). 6. All Getac devices come with an entire lineup of accessories and peripherals including multiple battery charging stations, hands straps and holders, detachable keyboards, stylus' just to name a few.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection. We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet. Getac has set the Company's environmental policy with the goal of "Care for Environment, Sustainable Recycling," clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management. All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	As an OEM, Getac is the only global rugged IT manufacturer that builds every device from the ground up. Our ability to forecast sales and manufacturer in spite of global market supply fluctuations ensures our customer have the fastest delivery time available in the industry. Despite global supply chain issues in 2020 and 2021, Getac has maintained a <60 day delivery timeline as our competitors are regularly shipping at 120 - 180 days after receipt of purchase order.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Our S410 comes standard with a Limited 3 Year Warranty and all other products come standard with a 3 Year Bumper to Bumper Warranty that includes accidental coverage. Additional warranty for Year 4/5/6 may be purchased for an additional fee. Getacs warranty obligations for this hardware product are limited to the terms set forth below: Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getacs property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. Please review "Warranty Card" attached for additional warranty information.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Exclusions and Limitations - This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is". Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use. Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions. This warranty does not apply to: (a) loss or theft; (b) fire; (c) submersion; (d) acts of god; (e) acts of war; (f) virus-inflicted damage; (g) improper use, intentional misuse or abuse; (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider; (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac; (j) a product on which any Getac serial number has been removed or defaced; (k) data recovery from hard drive failure; (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty. (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or (n) negligence (o) operation of product outside the published environmental or electrical parameters (p) use of supplies or parts not meeting Getac's specifications Please review "Warranty Card" attached for restrictions and other limitations.

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technicians do not need to travel to perform warranty repairs. Warranty Repair Description - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them. Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Getac repair services are available in US and Canada. For Level I/II Repairs – Getac Self-Maintainer Program empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac's US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost. Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac's Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac's Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit. To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs. To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program: • Repairs are limited to customer owned product—150-unit minimum • Must be a current Getac USA customer in good business standing • Must have Service and Spare Parts Agreement in place with Getac • Must have qualified technicians on staff capable of repairing Getac products • Must have a dedicated environment and tools appropriate to repair products • Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment Level III Repairs - FedEx TechConnect Program was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US. Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Third Party products warranty will be passed to the original equipment manufacturer. Third Party Product Warranty Services – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the Sourcewell/Getac website under Third Party products.

51	What are your proposed exchange and return programs and policies?	In accordance with generally accepted rugged manufacturing return and exchange policies, Getac does not allow exchanges or returns on any delivered products. each product is custom made-to-order and will only be promptly replaced if it arrives Dead-On-Arrival (DOA). Getac RSMs and certified resellers take great care to support the buyer through the procurement process to ensure the exact device(s) order meet and/or exceed all desired end user specifications.	*

52	Describe any service contract options for the items included in your proposal.	Additional Accessory/Service Warranty Details Peripherals - Getac peripherals come with at least 1-year warranty as standard. However, should you wish to extend the warranty on your Getac device, it makes sense to do the same for your peripherals. - We can offer extensions to year 2 ~ 5 from the standard warranty on Getac or 3rd party accessory, keyboard, docks and rugged power supplies. - If your accessory fails, log onto our Getac Service Portal and request a repair. Once returned, your accessory will be repaired, tested and shipped back to you. - If you work to a longer refresh cycle or are looking to extend your current devices working life email us at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822] to discuss additional warranty extensions options. Batteries - We pride ourselves on the quality of batteries and their ability to perform throughout a full day. However, batteries are considered to be "consumable" as there are limitations on the recharge cycles of all batteries. Since batteries are consumable products, the industry standard and that of Getac is to provide a 1-year warranty. - You can extend this with our Battery Warranty so that should it fail we will send you a replacement battery. - A battery is considered good if it maintains 50% of its charge capacity during the warranty period. Expedited Service - For customers who want their mission-critical equipment repaired faster, we have two options for expedited service available for an additional fee. No more internal challenges waiting for estimates and approvals, just report your product issue via our Service Request system and we'll take care of the rest Option 1 - Express Care Option 2 - Priority Care 2 Days Shipping Overnight Shipping Line Hopping Priority Front of Queue Priority 2 Days Repair 1 Day Repair To ensure that our high standard for repair is met, Getac has established the following qualification requirements for the Expedited Service Program: - Must purchase Expedited Service Program with Getac product at the same time. - All purchases are recorded in the Getac Service System. When devices need repair, register the service request (SR), which will automatically generate expedited service information in SR. - Getac provides a 3-year expedited service for 3-year warranty products, and provides a 5-year expedited service for 5-year warranty products. - Accessories are not included in this program Extended Warranty - Extend your standard warranty from 3 years up to 5 years, for specific projects we can offer up to 7 years of extended warranty. Getac's standard warranty for fully rugged devices includes the Bumper-to-Bumper warranty which covers accidental damage. The Extended Warranty covers any repairs in the same manner as the standard warranty. - Getac provides coverage for failures due to defects in materials or workmanship that occur with normal use. - All system components are covered under the extended warranty, except consumable items. - Purchase the Extended Warranty option at the point of sale or within 3 months of purchasing your Getac device. Keep Your Hard Drive Warranty (KYHW) - Getac is experienced in dealing with security-industry customers that require top-level security to protect the data on their devices. For these customers, we can ship you a replacement HDD / SSD. - Getac takes reasonable precautions to protect your data while it is in our hands. However, some customers' devices hold sensitive data that they cannot take any risks. Keep Your Hard Drive warranty option is designed for these customers. If you handle data of a sensitive nature, for national security or commercial reasons, then add this to your warranty.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value-added resellers will work directly with the participating agencies to provide both pre- and post-sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment. Payment terms are generally Net30. These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Paul Levand Vice-President of Business Development "On the North Coast of America" 216-496-6711 plevand@rivercapital.com www.rivercapital.com	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Getac is prepared to accept the buyers standard transaction documents and do use any mandatory forms, SLAs or T&Cs in connection with award.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. ACH preferred method of payment.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Getac will provide a minimum discount off MSRP by Category. Additional discounts may be offered at the discretion of the certified Getac reseller. See "Getac Proposed Pricing Sheet" for additional details.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Getac pricing sheet includes SKU, Description, MSRP, % Off Discount by Category, and Proposed Sourcewell NTE price. See "Getac Proposed Pricing Sheet."	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Getac does not offer quantity or volume discounts or rebate programs. They may be offered by the certified reseller.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Getac does not sell open market items and only sells Getac labeled products and related accessories and peripherals. All SKUs and descriptions and NLT price can be reviewed on the "Getac Proposed Pricing Sheet."	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Getac does not have additional costs associated with the purchase of items identified in the "Getac Proposed Pricing Sheet."	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and/or shipping is included in the price of the device.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and/or shipping is included in the price of the device.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, GETAC will have a master price file/catalog set up that include the guaranteed category discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the Administrator defined in the awarded Master Agreement. During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received. GETAC's price file/catalog of products under each category is tied systematically to the MSRP list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required. Getac will conduct a quarterly self-audit, that will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead Agency with actions to correct documented findings. GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows. GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Contract Administrator will be responsible to provide quarterly and annual sales reports to Getac leadership team and coordinate with our training and marketing teams to produce materials to encourage Sourcewell contract use. After the first year baseline sales, the Contract administrator with direction from the Executive team, will establish increase sales goals and RSMs will be expected to meet sales goals in order to achieve the highest level of annual bonus payouts.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.25%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for federal, education, military, public sector, utility, manufacturing, transportation & logistics, insurance, automotive maintenance, and field-service customers. Currently Getac has over 19,300 devices valued at \$82.5M deployed in Federal Government (Non-Military), including transit authorities, public utilities and services, emergency preparedness organizations, judicial support and services and other NGOs. Getac currently manufactures Rugged Laptops ranging in screen size from 11.6" to 15.6." Getac currently manufactures Rugged Tablets and Handheld PCs ranging in screen size from 7" to 14" and has both Windows and Android OS available. Please review the "Getac Lineup Card" for detailed specifications for each device proposed in this RFB.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We do not wish to add subcategories. We have listed our products based on minimum specifications identified in the RFP. We will have an "Accessory/Peripheral" category. See below. Rugged Laptop Category - X600, X500, B360, S410, V110 Rugged Tablet Category - A140, K120, F110, UX10, T800 Rugged Handheld PC Category - ZX10, ZX70(Android OS) Accessories/Peripherals - Power Adapters, Stylus Pens, Digitizer Pen, Carry Bag, Dual Battery Charger, High Capacity Battery, Keyboard Dock, Multi-Bay Charger, Office Dock, Hand strap, Shoulder strap, Screen Protector, Standard battery, Vehicle dock

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	☐ Yes ☒ No	N/A	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	Getac solutions are built to improve upon the computer-aided dispatch software (CAD) and police records management system (RMS) you already use. Writing citations, collision reports, and DUI arrest reports has never been easier thanks to Getac solutions. With our rugged devices, you can write, sync, and submit all the documents required from the field electronically, saving time, and reducing errors. Getac rugged devices are built with law enforcement in mind, providing you access to information to stay situationally aware as you protect and serve. Whether on patrol or during an emergency, Getac devices allow you to remain in contact with command, dispatch, and your fellow officers to make sure everyone is safe and informed.	*
73	Crime scene management and evidence collection equipment and supplies	☐ Yes ☒ No	N/A	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☒ Yes ☐ No	ANSI rated rugged devices available for EOD environments	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☐ Yes ☒ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Page_Final.pdf - Wednesday August 31, 2022 13:23:12
 - [Financial Strength and Stability](#) - Financial Review Form.pdf - Tuesday August 09, 2022 14:38:46
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 31, 2022 12:37:18
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Details.pdf - Tuesday August 09, 2022 17:33:13
 - [Standard Transaction Document Samples](#) - Sample Quote.pdf - Wednesday August 31, 2022 11:28:20
 - [Upload Additional Document](#) - Getac-All in One-US-July2022.pdf - Wednesday August 10, 2022 17:29:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tammy Tubbs, Capture Manager, Getac, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2

As of Monday, June 9, 2025, the current Authorized Resellers for the Sourcewell Contract #090122- GET are listed below. Copies of the executed MOA are available upon request.

1	Abacus Industries DBA Ramco Rugged Portables, Inc.
2	American Barcode and RFID (AB&R)
3	Brooks Network
4	Code 3 Technology
5	Code 4 Services
6	Dealer Direct (Rugged.One)
7	DuraTech USA, Inc.
8	Glacier Computer
9	Global Market Innovators
10	Golden Star Technology, Inc. (GST)
11	GovDirect
12	GTS Technology Solutions, Inc.
13	Guardian Fleet Safety
14	Island Tech Services, Inc. (ITS)
15	Magnum Electronics, Inc.
16	Midwest Public Safety
17	Modern Networks
18	Northeast MDT's LLC
19	PCN Strategies
20	Pinnacle Networx
21	Portable Computer Systems, Inc. (PCS Mobile)
22	Preferred Communications (SatStar)
23	ProLogic ITS
24	Public Safety Solutions
25	Rugged Solutions America, LLC DBA Mobile Concepts Technology (MCT)
26	Rugged Solutions America, LLC DBA Rugged Depot
27	Saitech, Inc.
28	Sector LLC
29	Strategic Sourcing, Inc.
30	Symbiote IT Solutions, LLC
31	Tactical Public Safety LLC
32	TKK Electronics, LLC
33	Total Wireless Data, Inc.
34	Unistar-Sparco Computers
35	Upstate Wholesales Supply (Brite)
36	Wireless Access Technologies

Chief Nigel Reynoso
San Luis Police Department
1030 East Union Street
San Luis, Arizona 85349

PROJECT REFERENCE:

Grant Agreement Number: 2025-SEDC-003

Total Estimated Costs: \$74,069.42

Purpose of Project: State Electronic Data Collection grant will support Materials and Supplies: Mobile Data Computers (MDCs) and MDC office docks will be specifically used for 100% Statewide Electronic Data Collection Efforts throughout the City of San Luis.

Dear Chief Reynoso:

Attached is one copy of the referenced State Electronic Data Collection Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been significant changes throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 14);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jenny Torres, Acting City Manager, City of San Luis, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please do not incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

7/10/25
Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 08/13/2025

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Humberto Arcos, Grants Coordinator, Economic Development

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2369. A Resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2025 Community Development Block Grant (CDBG) Regional Account funds (RA), certifying that said application meets the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said application. **(Armando Esparza, Director of Economic Development & Government Affairs)**

- A. Staff presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Resolution No. 2369

SUMMARY:

The Arizona Department of Housing Community Development Block Grant (CDBG) Program requires that a public hearing be held at a regular meeting of the local governing body to allow citizens to comment on the proposed projects to be funded with CDBG Funds, and adopt a resolution selecting the project for application advancing for CDBG Funding.

Staff recommend Merrill Avenue Street Improvements Phase II of CDBG Regional Account funding. The project ranks as having the highest potential for advancement to the Arizona Department of Housing.

The City of San Luis is eligible to submit one (1) Regional Account application for FY 2025 RA Funding.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2369

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$1,121,707.00
BUDGETED AMOUNT:	\$1,121,707.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	255-210-90015.219 Capital Outlay - CIP Merrill Ave Improvements Phase II Project Number 2026003

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

This grant application is for an award of \$480,965.00 in CDBG RA funds. The application requires the City to provide matching funds in the amount of \$640,742.00, for a total project cost of \$1,121,707.00. Both the grant funds and the required matching funds are included in the City's FY2026 budget, as detailed in this fiscal impact section. The commitment of the matching funds is included in the presentation of Resolution 2369.

Attachments

Resolution No. 2369
CDBG MOD 2025
PW Needs Identification Form
Presentation



Resolution

No. 2369

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2025 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGIONAL ACCOUNT FUNDS (RA), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the City of San Luis, Arizona, is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG RA requires that CDBG funds requested address one of the three Congressionally mandated National Objectives; and

WHEREAS, the activity within this application addresses the community's identified housing and community development needs, including the needs of low-and moderate-income persons; and

WHEREAS, an Applicant for State CDBG-RA is required to comply with the program guidelines and federal statutes and regulations.

WHEREAS, the Federal Transit Administration requires a resolution of the governing body committing leveraged local funds and a legal opinion confirming the enforceability of that commitment under state law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, authorize these applications to be made to the State of Arizona, Department of Housing for FY 2025 CDBG- RA funds and authorize the Mayor to sign the application, contract or grant documents for receipt of and use of these funds for the Merrill Avenue Street Improvements Phase II; and authorize the

Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

THAT, this application for State CDBG funds meets the requirements of low-and moderate-income benefit for activities justified as benefitting low-and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the City of San Luis, Arizona will comply with all State CDBG program guidelines, federal statutes, and regulations applicable to the State CDBG-RA and the certifications contained in this application.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of __August_ 2025.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Western Arizona Council of Governments

Community Development Block Grant (CDBG) FY 2025 Final Method Of Distribution (MOD)

Western Arizona Council of Governments (WACOG) was founded in 1971. The organization is a governmental non-profit that is dedicated to serving its local jurisdictions, income challenged households, and vulnerable populations in La Paz, Mohave, and Yuma, Counties.

WACOG works on a broad range of issues and programs including: the Community Development Block Grant (CDBG), Community Services Block Grant (CSBG), Early Childhood Education, Health, Low-Income Home Energy Assistance (LIHEAP), Nutrition, Services for Older Americans, Homelessness Prevention, Social Service Block Grant (SSBG), Transit and Transportation, Tax and Income Policies, Weatherization Assistance, and Housing Issues.

WACOG Executive Board Approval Date: February 20, 2025,
Revised May 23, 2025

The Community Development Block Grant (CDBG) funds originated with the passage of the Housing and Community Development Act of 1974. The Arizona Department of Housing has been designated by the United States Department of Housing and Urban Development (HUD) to administer the small cities funding under the CDBG Program in Arizona. The regional account system is a method of equitably distributing CDBG funds to address local needs while having the local governments plays an important role in the grant solicitation process. Western Arizona Council of Governments' (WACOG) Method of Distribution (MOD) recognizes that role by using County allocations as its basis for localizing these decisions.

WACOG's Method of Distribution is formulated with the understanding that all applicable regulations, State or Federal, included in the FY 2003 CDBG Application Handbook updates and adopted as the FY 2013-14 regulations, produced by the Arizona Department of Housing, are incorporated - as they apply - into the WACOG Funding Strategy and any updated regulations provided on the ADOH website.

All potential regional applicants will be notified of the MOD, by mail, fax or hand delivery, at least 90 days prior to the deadline of 5 P.M. ON FRIDAY, May 23, 2025 for the submittal of regional projects for 2025. Records of how that notice was provided will be kept by WACOG.

A. TYPE OF METHOD OF DISTRIBUTION

The WACOG MOD is primarily an entitlement system. The communities entitled to receive funds in a rotating yearly manner and the percent of the total county allocation each will receive are determined by the WACOG Executive Board. The entitlement component results in each County being allocated funds calculated on a weighted formula of 70% persons in poverty (based on the American Community Survey) and 30% population (using the most recent Arizona Population Technical Advisory Committee [POPTAC] estimates), excluding the Indian population living on reservations and the City of Yuma, which is an entitlement entity. The WACOG Executive Board may adjust the percentages to reflect the local need.

This Revised MOD represents the final WACOG CDBG allocation provided by ADOH on May 22, 2025 and subsequently allocated to the 2025 WACOG CDBG entitlement entities.

REGION IV: CDBG
REVISED WEIGHTED AVERAGE DISTRIBUTION
REVISED FY-25

Step #1

	<u>Mohave County</u>	¹ <u>Yuma County</u>	<u>Region IV</u>
Population per ADOH:	228,107	115,252	343,359
% of Total Regional Population	66.43%	39.57%	100%
Poverty as per ADOH*	34,389	20,686	55,075
% of Total Region Poverty	62.44%	37.56%	100%

Step #2

	<u>Mohave County</u>	<u>Yuma County</u>	<u>Region IV</u>
% of Total Region Population	66.45%	33.57%	100.00%
30% Weight	30.00%	30.00%	
Population % weighted @30%	19.93%	10.07%	30.00%

Step #3

	<u>Mohave County</u>	<u>Yuma County</u>	<u>Region IV</u>
% of Total Region Poverty	62.44%	37.56%	100.00%
70% Weight	70.00%	70.00%	
Poverty Weighted @70%	43.71%	26.29%	70.00%

Step #4

	<u>Mohave County</u>	<u>Yuma County</u>	<u>Region IV</u>
Population % weighted @30%	19.93%	10.07%	30.00%
Poverty Weighted @70%	43.71%	26.29%	70.00%
Weighted Averages	63.64%	36.36%	100.00%

	*Adjusted Weight	%	
By County	Distribution		CDBG Funds
La Paz County			\$ 239,473
Mohave County	63.64%		\$1,683,810
Yuma County	36.36%		\$ 961,930
<u>Region IV</u>	<u>100.00%</u>	<u>\$2,885,213</u>	<u>\$2,885,213</u>

* Based on WACOG Executive Board decision to provide a base amount for La Paz County of \$236,000 on 2/13/2003. Reductions have taken place since based on the reductions of CDBG funding.

* Revised Weighted Distribution based on La Paz County base amount, the 70/30 ratio applied to all counties to incorporate La Paz County.

¹ The Yuma County numbers exclude the City of Yuma, who is a CDBG Entitlement City.

MOD Calculations

FY 25 CDBG DISTRIBUTION:

FY 25 REVISED 05/23/2025

La Paz County				
	Town of Quartzsite		100%	\$239,473
	Total La Paz County	8.3%		\$239,473
Mohave County				
	Lake Havasu City		27.5%	\$463,048
	Bullhead City		27.5%	\$463,048
	Colorado City		45%	\$757,714
	Total Mohave County	58.36%		\$1,683,810
Yuma County				
	San Luis City		50%	\$480,965
	Town of Somerton		50%	\$480,965
	Total Yuma County	33.34%		\$961,930
	REGION IV TOTAL	100%		\$2,885,213

Application Cycle for FY2025 Funds: 100% \$2,885,213
Based on 70% Persons in Poverty (2009-2013 5 yr. American Community Survey) and
30% Population (2024 POPTAC Estimates).

Unless the Executive Board rules an entity's application ineligible, no substitution will be allowed. In the event that an entity should choose not to apply, those funds would remain within that entity's county and distribution would be determined by that county's entities under a special vote.

Entitlement applicants may choose to file a multi-jurisdictional application with another entitled or non-entitled applicant. An entitlement applicant may file a multi-jurisdictional application AND also file a second separate application, as long as the funds are within the total allocated amount. Entities within the same county may also agree between themselves to make up to a 10% adjustment in the funding amount to meet a local need (i.e., one entity agrees to reduce their request to satisfy a greater need of a neighboring applicant).

If an entitlement's regional account application is deemed non-fundable by WACOG staff, then that entitlement's backup application(s) will be given first preference to the funding.

If there is no backup application, then backup applications within the designated county will then be reviewed for funding. If there are no backup applications within the designated county, then backup applications within the WACOG region will then be reviewed for funding.

In the event that there are no RA backup applications, the funds will then be evenly distributed to all other entitlements within the WACOG Region. If the funds exceed 35% of the initial amount, the entities must go through the Public Participation process and publish Public Notice #3.

If the Arizona Department of Housing determines during its review process that a project is non-fundable, after the regional account applications have been submitted to the State, those funds would revert back to the WACOG regional funds. WACOG would then proceed to redistribute those funds based on the process described above.

B. SUBMITTAL OF APPLICATION

- I. All applications must be submitted to the **WACOG Executive Director, 1235 S. Redondo Center Drive, Yuma, Arizona, 85365; no later than: Five (5:00 p.m.), May 23, 2025.**
- II. All required application documentation must be submitted with the application no later than Five (5:00 p.m.), **May 23, 2025.** Refer to the Arizona Community Development Block Grant Program latest Application Handbook on the ADOH website, Application Review Forms, for a complete listing of all forms that must be submitted as applicable to each project.
- III. Applicants should adhere to all on-line application processes for Regional Applications established by the Arizona Department of Housing (ADOH), including deadlines and required documentation. **Failure to do so may result in the applicant being denied CDBG funding by ADOH.**

C. MINIMUM OR MAXIMUM APPLICATION OR ACTIVITY AMOUNTS

WACOG has no set minimum-funding amount for an activity. Maximum funding amounts are based on the percent of the total FY 2024 allocation that will be provided to each County, and then the percent of that County's share to which an entity will be entitled. However, an entity may choose to identify several activities to receive funding, if permitted by ADOH, and as long as the combined total of the activities does not exceed the maximum activities established by ADOH.

D. ALLOCATION METHOD REDISTRIBUTED DE-OBLIGATED FUNDS

The Arizona Department of Housing may re-obligate funds to the same community from which it was de-obligated to an existing or new contract of the same funding year based on the following criteria: 1) performance of the contract from which the funds were de-obligated; and 2) ability to commit de-obligated funds to another project that can immediately use the funds provided the new funds can be committed through a contract within 60 days, subject to ADOH rules governing on de-obligated funds.

If ADOH cannot reallocate de-obligated funds according to the above criteria the de-obligated funds will be redistributed by ADOH, to WACOG's Regional Account, if allowable.

E. SLUM BLIGHT (SB)/URGENT NEED (UN)/PUBLIC SERVICES AND NON-PROFIT ACTIVITIES

PROCEDURES TO ENSURE A MAXIMUM OF 30% IS RECOMMENDED FOR ACTIVITIES JUSTIFIED ON THE BASIS OF EITHER THE SLUM BLIGHT (SB) OR /URGENT NEED (UN) NATIONAL OBJECTIVES

The Region IV MOD allows for recommendations of activities justified on either the SB or UN national objectives to a maximum of 30% of its RA allocations, utilizing a first-come, first-served basis for both types of activities to ensure that the 30% limitation is not exceeded.

Approval is based on a first come, first serve basis for either funding so as to ensure the 30% limitation is not exceeded.

In the event that an Urgent Need issue should arise after the May 23, 2025 deadline, WACOG would review the request with the WACOG Executive Board and the ADOH CDBG Program on a case-by-case basis to determine how to proceed.

F. PROCEDURES TO IMPLEMENT THE MOD, INCLUDING ENSURING THAT NO APPLICANT EVALUATES ITS OWN APPLICATION, AND NOTIFICATION OF APPLICANTS

All potential regional applicants will be notified of the MOD, by mail, fax or hand delivery at least ninety (90) days prior to the deadline for submittal of regional projects for FY 2024 funding. Records of how that notice was provided will be kept by WACOG.

Applicants are requested to send in separate applications, one for each of their entitlement activities. All WACOG entity applications must be submitted to the **WACOG Executive Director, 1235 S. Redondo Center Drive, Yuma, Arizona, 85365; no later than: 5:00 p.m., May 23, 2025.**

All applications will be DELIVERED TO WACOG in the following ADOH prescribed manner:

1. Original and one copy of completed application, top two-holed punched with metal clasp.
2. The application shall be split into activities with the first activity packet containing Activity #1 Admin AND Activity #2, the Disclosure Report and all the required certifications and public notice information placed after the backup documentation for Activity #2. The administration charged to each activity will be no more than 18% of the total cost of that activity.
3. Each activity packet thereafter will have a Form 1 and a Form 3 (Activity Budget Page), then the applicable activity form (4, 5, 6, etc.) with maps and backup documentation, minus the certifications and public notice information which were placed with Activity #2 packet.
4. This will allow the State to issue a separate contract number for each activity to speed processing of funds and closeout, in an attempt to meet the federal requirements.

G. ENSURING WACOG RECEIPT AND REVIEW OF ALL APPLICATIONS PRIOR TO JULY 1, 2024

Applicants are instructed to send in separate applications, one for each entitlement activity. All WACOG entity applications must be submitted to the **WACOG Executive Director, 1235 S. Redondo Center Drive, Yuma, Arizona, 85365; no later than: Five (5:00 p.m.), May 23, 2025.**

Applications that contain non-fundable activities (i.e., activities that are ineligible or that do not meet a national objective) or is substantially incomplete (e.g., has no evidence of prior approval by Arizona Department of Housing of a special survey, or has no documentation of public participation requirements being met) will NOT be recommended by WACOG staff to the WACOG Executive Board for funding. WACOG will provide technical assistance and application review for all potential applications on a request basis prior to the WACOG formal application review process.

Applications are to be delivered to the State, electronically by the applicant, on or before Monday September 1, 2025, or otherwise as designated by ADOH. The State will make every effort to have contracts to the communities as soon as possible.

H. COG CHARGES FOR TECHNICAL ASSISTANCE AND APPLICATION PREPARATION (TAAP)

A TAAP Fee that covers all indirect, direct (application review and GIN response time hours), and any other activity furthering the contract between the entity and state and does not exceed \$4,500.00 or 50 hours per entity, based on a rate of \$90 per hour, will be charged each applicant. Each applicant will allocate the TAAP fee in the Administration budget of the grant application. WACOG will back up the costs with documented time and financial records kept by WACOG in conformance with OMB Circular A87 and other appropriate Federal Regulations. Copies of said documented time and financial records will be provided to entities upon request.

Indirect costs for which each applicant will be billed are based on its proportionate share of those funded, i.e. all WACOG/CDBG meetings, workshops, training sessions, etc. that the WACOG staff are obligated or instructed to attend by the state/federal agencies.

I. SIGNED PARTNERSHIP AGREEMENT(S)

Based on WACOG Executive Board's decision, the CDBG Program understands that there will be no such agreement(s).

J. APPROVAL BY FORMAL ACTION OF THE REGIONAL COUNCIL PRIOR TO SUBMISSION OF THE APPLICATIONS TO THE CDBG PROGRAM

The WACOG Executive Board met on February 20, 2025 to review and approved this MOD for submission to the Arizona Department of Housing using funding amounts provided by ADOH.

K. DISCLAIMER

For years beyond FY 2025, the MOD reflects only a tentative funding commitment contingent upon federal and state requirements that might impact on this funding schedule, to include the Consolidated Plan, public participation process and HUD's approval of the MOD. Examples of potential federal and state changes could include: revised federal requirements as to MOD procedures, which entities are eligible to apply for CDBG funds, new entitlements, changes in the state RA process and allocation, and new incorporated entities.

-END OF MOD -

**COMMUNITY DEVELOPMENT BLOCK GRANT
FY2025 RA (REGIONAL ACCOUNT)
NEEDS IDENTIFICATION FORM**

Name: Eulogio Vera, Public Works Director
Address: 1090 E. Union Street
Phone: (928) 341-8577
Group, agency or organization that you represent:

1. Briefly describe the community development or housing need that you have identified. Please include information such as how the need was identified, location, how long the problem has been present.

The residents of Rancho Los Oros and adjacent subdivisions complaint of the sagging of Merrill Avenue from Los Oros Street to County 22nd. The problem of the sagging and deterioration was identified over 10 years ago.

2. Describe the project or program that you feel would meet the identified need.

Repaving Merrill Avenue 48' wide road (1 center turn lane, 20' lane in each direction with 6' bike lane) with miscellaneous curb, sidewalk, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side, and new VC&G and 5' sidewalk on east side from Nancy Street to County 22nd Street. Michael Lateral pipeline R&R. Repair Existing Sewer Manholes. Stormdrain pipe from retention basin to Nancy Street. County 22nd Street - Left Turn Lane and Barkley Lateral pipeline Extension.

3. Describe who would benefit from this project or program, about how many people would benefit and the basis for this information.

The project would benefit the residents of Rancho Los Oros and the surrounding subdivision.

4. Indicate the approximate cost of this project or program, and the basis for this estimate.

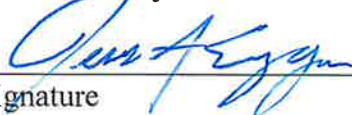
The cost is approximately \$1,121,706.60 per engineer cost estimate.

Please submit form by August 15, 2025:

Submit To:

Armando Esparza, Director of Economic Development & Governmental Affairs
City of San Luis
1090 E. Union St/PO Box 1170 San Luis, AZ 85349
Phone: 928-341-8584
Fax: 928-341-8549
Email: aesparza@sanluisaz.gov

Submitted by:


Signature


Date

City of San Luis
Merrill Avenue - Los Oros Street to County 22nd Street Improvements - Phase 2

Repaving Merrill Avenue 48' wide road (1 center turn lane, 20' lane in each direction with 6' bike lane) with miscellaneous curb, sidewalk, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side, and new VC&G and 5' sidewalk on east side from Nancy Street to County 22nd Street. Michael Lateral pipeline R&R. Repair Existing Sewer Manholes. Stormdrain pipe from retention basin to Nancy Street. County 22nd Street - Left Turn Lane and Barkley Lateral pipeline Extension.

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	4779	SY	\$ 6.00	\$ 28,674.00
2	Remove Existing Concrete Curb (Any Type)	1172	LF	\$ 12.00	\$ 14,064.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	611	SY	\$ 8.00	\$ 4,888.00
4	Remove and Recate Existing Street Sign	1	EA	\$ 275.00	\$ 275.00
5	Remove Existing 36" Dia. HDPE Irrigation Pipe (By YCWUA)	111	LF	\$ 40.00	\$ 4,440.00
6	Remove Existing Pipeline Outlet Bowl (By YCWUA)	1	LS	\$ 3,000.00	\$ 3,000.00
7	Remove Pipeline Stand Box (By YCWUA)	1	LS	\$ 3,000.00	\$ 3,000.00
8	Relocate Existing Private Farm Wire and T-Post Fencing	1	LS	\$ 3,000.00	\$ 3,000.00
9	Obliterate Existing Pavement Marking	1	LS	\$ 5,000.00	\$ 5,000.00
10	Remove and Recate Existing Road Closed Barricades	1	LS	\$ 1,500.00	\$ 1,500.00
11	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	7913	SY	\$ 58.00	\$ 458,954.00
12	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1338	LF	\$ 20.00	\$ 26,760.00
13	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	10	LF	\$ 30.00	\$ 300.00
14	Sidewalk (City of Yuma Std. 3-135)	7109	SF	\$ 8.00	\$ 56,872.00
15	Sidewalk Ramp (City of Yuma Std 3-145)	1370	SF	\$ 12.00	\$ 16,440.00
16	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	3301	SF	\$ 17.00	\$ 56,117.00
17	Vertical Curb and Gutter to Roll Curb and Gutter Transition/ 4" ABC	8	EA	\$ 200.00	\$ 1,600.00
18	Adjust Existing Sewer Cleanout with new Frame and Cover (City of Yuma Std 6-005)	1	EA	\$ 1,000.00	\$ 1,000.00
19	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075, 5-100)	11	EA	\$ 500.00	\$ 5,500.00
20	Survey Monument (City of Yuma Std 4-030)	3	EA	\$ 750.00	\$ 2,250.00
21	Adjust Existing Sewer Manhole with New Frame & Cover, Repair Manhole Base Lining, Repair Top 4' and Bottom 4' of Manhole Cone/Shaft Lining (City of Yuma Std 6-020, 6-025)	4	EA	\$ 10,000.00	\$ 40,000.00
22	Spillway With Riprap	1	EA	\$ 4,000.00	\$ 4,000.00
23	4' Dia. Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	1	EA	\$ 15,000.00	\$ 15,000.00
24	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	\$ 15,000.00	\$ 15,000.00
25	12" Dia. SDR-35 PVC Stormdrain	382	LF	\$ 100.00	\$ 38,200.00
26	36" Dia. RGRCP Irrigation Pipe (By YCWUA)	460	LF	\$ 300.00	\$ 138,000.00
27	Pipeline Outlet Headwall (By YCWUA)	1	EA	\$ 16,000.00	\$ 16,000.00
28	Pipe Collar (By YCWUA)	3	EA	\$ 3,000.00	\$ 9,000.00
29	Pavement Marking, 12" Solid White Thermoplastic (12SW)	29	LF	\$ 12.00	\$ 348.00

30	Pavement Marking, 8" Solid White Thermoplastic (8SW)	415	LF	\$	9.00	\$	3,735.00
31	Pavement Marking, 6" Solid White Thermoplastic (6SW)	3023	LF	\$	3.00	\$	9,069.00
32	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1316	LF	\$	6.00	\$	7,896.00
33	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1434	LF	\$	5.00	\$	7,170.00
34	Pavement Marking, Left Arrow - White Thermoplastic	2	EA	\$	200.00	\$	400.00
35	Fire Hydrant Street Marker (City of Yuma Std 5-160, 5-165)	8	EA	\$	5.00	\$	40.00
36	Excavate and Regrade Existing Retention Basin	1	LS	\$	10,000.00	\$	10,000.00
37	No Parking Any Time Sign, Right Arrow With Post (MUTCD R7-1R, 12"x18")	5	EA	\$	450.00	\$	2,250.00
38	No Parking Any Time Sign, Left Arrow With Post (MUTCD R7-1L, 12"x18")	4	EA	\$	450.00	\$	1,800.00
39	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17BP, 24"x18")	1	EA	\$	450.00	\$	450.00
40	Bike Lane Sign, (MUTCD R3-17, 30"x24")	10	EA	\$	450.00	\$	4,500.00
41	Bike Lane - No Parking Sign, (MUTCD R7-9A, 12"x18")	4	EA	\$	450.00	\$	1,800.00
100	Storm Water Pollution Prevention Plan	1	LS	\$	12,000.00	\$	12,000.00
200	Maintenance and Protection of Traffic	1	LS	\$	18,000.00	\$	18,000.00
300	Construction Staking	1	LS	\$	20,000.00	\$	20,000.00
Total							\$ 1,068,292.00
5% Contingency							\$ 53,414.60
Total Estimated Project Cost							\$ 1,121,706.60

CDBG

COMMUNITY DEVELOPMENT BLOCK GRANT



ECONOMIC DEVELOPMENT



PUBLIC FACILITIES & IMPROVEMENTS

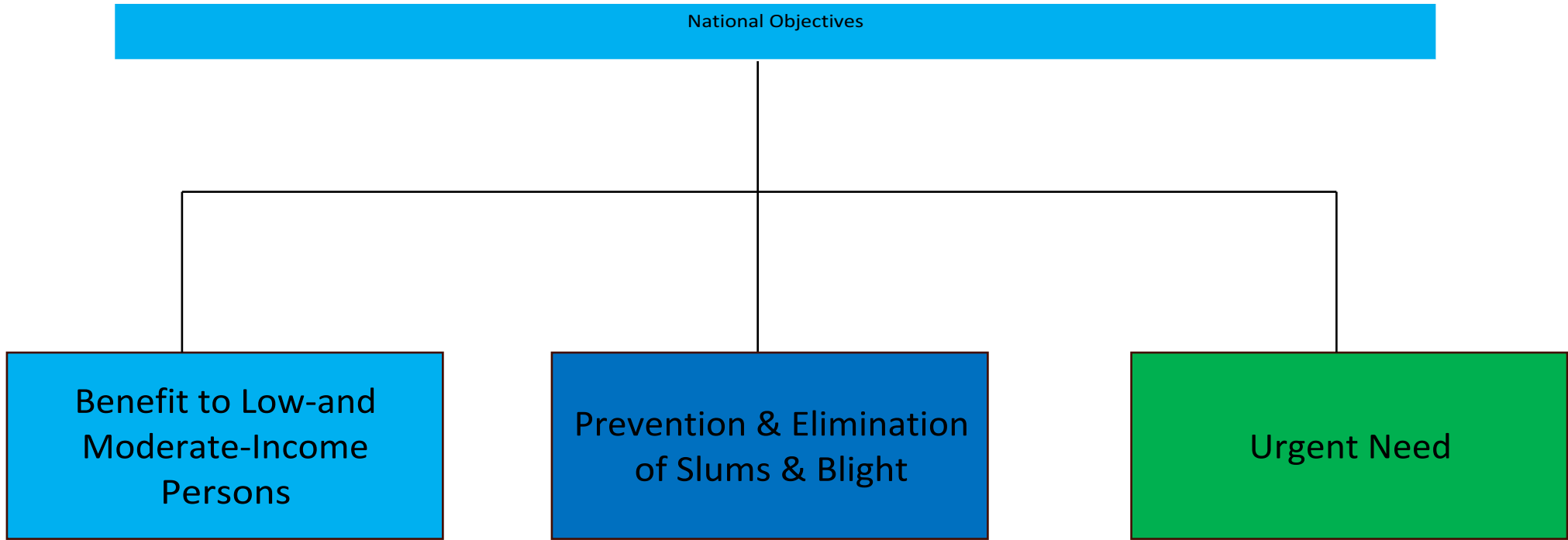


HOUSING



PUBLIC SERVICES





Benefit to Low-and Moderate-Income Persons

- **Direct Housing Assistance:** CDBG funds can be used for the construction or rehabilitation of housing, directly benefiting LMI individuals by improving their living conditions and making housing more affordable.
- **Job Creation & Retention:** CDBG supports the creation and retention of jobs, particularly through the development of community facilities and services, which can lead to increase employment opportunities for LMI persons.
- **Public Services & Facilities:** CDBG funds may be used to provide public services (like health care, childcare, education and more) and to improve public facilities, which are accessible to and benefit LMI persons.

Prevention & Elimination of Slums & Blight

- **Property Improvement:** CDBG funds can be used for the rehabilitation, preservation, and demolition of properties in slum or blighted areas, leading to improved neighborhood conditions.
- **Public Infrastructure:** CDBG Supports the development and repair of public infrastructure in deteriorated areas, which can stimulate further investment and revitalization.
- **Spot Blight Elimination:** CDBG allows for the clearance of specific blighted properties that may be detrimental to public health and safety, contributing to the overall betterment of the community.

Urgent Need

- **Immediate Threat Alleviation:** CDBG funds are used for activities that alleviate conditions posing a serious and immediate threat to the health or welfare of the community.
- **Lack of Alternative Resources:** The activities under this objective are essential when the recipient demonstrates an inability to finance the activity on its own and other sources of funding are not available.
- **Time-Sensitive Response:** The urgent need objective is designed for situations that require a quick response, ensuring that the community's critical needs are met promptly and effectively.

Anti-Displacement Policy

- **Inclusive Development:** These policies aim to foster inclusive development, ensuring that investments in communities benefit current residents without displacing them, especially in historically marginalized neighborhoods.
- **Housing Affordability:** They address housing affordability by planning for rising rents and home prices, protecting the ability of low-and moderate-income households to continue living in their communities.
- **Preservation of Housing:** Anti-displacement strategies including preserving existing affordable housing stock and ensuring that the housing supply meets the demand of the community.

CDBG Notice of Funding Available (Statewide)
\$480,965

CDBG City Match:\$640,742.00
Total: \$1,121,707.00

Application Deadline: September 1,2025

Thank You!

Humberto Arcos
Grants Coordinator
City of San Luis



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 08/13/2025

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Humberto Arcos, Grants Coordinator, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2370. A resolution of the Mayor and City Council of the City of San Luis, Arizona, Yuma County, committing local funds as leverage for FY 2025 Community Development Block Grant Regional Account (CDBG-RA). **(Armando Esparza, Director of Economic Development & Government Affairs)**

SUMMARY:

The Arizona Department of Housing FY 2025 Community Development Block Grant Regional Account (CDBG-RA) estimated allocation of \$464,289.00 for the City of San Luis. In order to complete the scope of work in the engineer cost estimate for Merrill Avenue Street Improvements Phase II, the City would need to provide a local leverage commitment of \$640,742.00 to complete the project.

Staff reviewed the funding commitment, and it was included for consideration for the FY 2025-2026 City Budget.

The Merrill Avenue Phase II project consists of the following tasks:

- Repaving Merrill Avenue with a 48-foot-wide road, which will have one center turn lane, a 20-foot lane in each direction, and a 6-foot bike lane.
- Replacing curbs, sidewalks, sidewalk ramps, and cross gutters on the west side of Merrill Avenue.
- Adding new curbs, gutters, and a 5-foot sidewalk on the east side from Nancy Street to County 22nd Street.
- Repairing existing sewer manholes.
- Installing a storm drain pipe from the retention basin to Nancy Street.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2370, COMMITTING CITY FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$1,121,707.00
BUDGETED AMOUNT:	\$1,121,707.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 255-210-90015.219 - Capital
Outlay - CIP Merrill Ave
Improvements Phase II Project
Number 2026003

**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE
BUDGET ADJUSTMENT FORM):**

This project includes an award of \$480,965.00 in CDBG RA grant funds. The City is required to provide matching funds in the amount of \$640,742.00 to cover construction costs, for a total project cost of \$1,121,707.00. Both the grant funds and the required matching funds are included in the City's FY2026 budget, as detailed in this fiscal impact section.

Attachments

Resolution No. 2370

Merrill Avenue Phase II Engineering Cost Estimate

Merrill Avenue Phase II Map



Resolution

No. 2370

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR THE FY 2025 – FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL ACCOUNT APPLICATION.

WHEREAS, the City of San Luis, Arizona has adopted Resolution No. which authorizes submission of an application to the State of Arizona, Department of Housing for Community Development Block Grant Regional Account (RA) funds for the FY 2025 – FY 2026; and

WHEREAS, the application indicates the \$640,742.00 will be committed by the City of San Luis as leveraged funds, in the form of cash to be used to implement activity #2 Merrill Avenue Improvements Phase II; and

WHEREAS, an Applicant for State CDBG-RA funds are required to comply with the program guidelines and federal statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, commit leverage and commit \$640,742.00 to the CDBG-RA Program, to be used for the Merrill Avenue Improvements Phase II, for the construction efforts, contingent upon the receipt of the FY 2025- FY 2026 CDBG-RA assistance; and that the Mayor and City Council of the City of San Luis, Arizona, County of Yuma hereby state that this commitment is legally binding based on the legal opinion of the City of San Luis attorney, and that such funds will be available for an audit at the termination of the grant, if so required by ADOH.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of August 2025.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

City of San Luis
Merrill Avenue - Los Oros Street to County 22nd Street Improvements - Phase 2

Repaving Merrill Avenue 48' wide road (1 center turn lane, 20' lane in each direction with 6' bike lane) with miscellaneous curb, sidewalk, sidewalk ramps, and cross gutter replacement on Merrill Avenue west side, and new VC&G and 5' sidewalk on east side from Nancy Street to County 22nd Street. Michael Lateral pipeline R&R. Repair Existing Sewer Manholes. Stormdrain pipe from retention basin to Nancy Street. County 22nd Street - Left Turn Lane and Barkley Lateral pipeline Extension.

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	4779	SY	\$ 6.00	\$ 28,674.00
2	Remove Existing Concrete Curb (Any Type)	1172	LF	\$ 12.00	\$ 14,064.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	611	SY	\$ 8.00	\$ 4,888.00
4	Remove and Recate Existing Street Sign	1	EA	\$ 275.00	\$ 275.00
5	Remove Existing 36" Dia. HDPE Irrigation Pipe (By YCWUA)	111	LF	\$ 40.00	\$ 4,440.00
6	Remove Existing Pipeline Outlet Bowl (By YCWUA)	1	LS	\$ 3,000.00	\$ 3,000.00
7	Remove Pipeline Stand Box (By YCWUA)	1	LS	\$ 3,000.00	\$ 3,000.00
8	Relocate Existing Private Farm Wire and T-Post Fencing	1	LS	\$ 3,000.00	\$ 3,000.00
9	Obliterate Existing Pavement Marking	1	LS	\$ 5,000.00	\$ 5,000.00
10	Remove and Recate Existing Road Closed Barricades	1	LS	\$ 1,500.00	\$ 1,500.00
11	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	7913	SY	\$ 58.00	\$ 458,954.00
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15	Sidewalk Ramp (City of Yuma Std 3-145)	1370	SF	\$ 12.00	\$ 16,440.00
16	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	3301	SF	\$ 17.00	\$ 56,117.00
17	Vertical Curb and Gutter to Roll Curb and Gutter Transition/ 4" ABC	8	EA	\$ 200.00	\$ 1,600.00
18	Adjust Existing Sewer Cleanout with new Frame and Cover (City of Yuma Std 6-005)	1	EA	\$ 1,000.00	\$ 1,000.00
19	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075, 5-100)	11	EA	\$ 500.00	\$ 5,500.00
20	Survey Monument (City of Yuma Std 4-030)	3	EA	\$ 750.00	\$ 2,250.00
21	Adjust Existing Sewer Manhole with New Frame & Cover, Repair Manhole Base Lining, Repair Top 4' and Bottom 4' of Manhole Cone/Shaft Lining (City of Yuma Std 6-020, 6-025)	4	EA	\$ 10,000.00	\$ 40,000.00
22	Spillway With Riprap	1	EA	\$ 4,000.00	\$ 4,000.00
23	4' Dia. Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	1	EA	\$ 15,000.00	\$ 15,000.00
24	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	\$ 15,000.00	\$ 15,000.00
25	12" Dia. SDR-35 PVC Stormdrain	382	LF	\$ 100.00	\$ 38,200.00
26	36" Dia. RGRCP Irrigation Pipe (By YCWUA)	460	LF	\$ 300.00	\$ 138,000.00
27	Pipeline Outlet Headwall (By YCWUA)	1	EA	\$ 16,000.00	\$ 16,000.00
28	Pipe Collar (By YCWUA)	3	EA	\$ 3,000.00	\$ 9,000.00
29	Pavement Marking, 12" Solid White Thermoplastic (12SW)	29	LF	\$ 12.00	\$ 348.00

30	Pavement Marking, 8" Solid White Thermoplastic (8SW)	415	LF	\$ 9.00	\$ 3,735.00
31	Pavement Marking, 6" Solid White Thermoplastic (6SW)	3023	LF	\$ 3.00	\$ 9,069.00
32	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1316	LF	\$ 6.00	\$ 7,896.00
33	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1434	LF	\$ 5.00	\$ 7,170.00
34	Pavement Marking, Left Arrow - White Thermoplastic	2	EA	\$ 200.00	\$ 400.00
35	Fire Hydrant Street Marker (City of Yuma Std 5-160, 5-165)	8	EA	\$ 5.00	\$ 40.00
36	Excavate and Regrade Existing Retention Basin	1	LS	\$ 10,000.00	\$ 10,000.00
37	No Parking Any Time Sign, Right Arrow With Post (MUTCD R7-1R, 12"x18")	5	EA	\$ 450.00	\$ 2,250.00
38	No Parking Any Time Sign, Left Arrow With Post (MUTCD R7-1L, 12"x18")	4	EA	\$ 450.00	\$ 1,800.00
39	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17BP, 24"x18")	1	EA	\$ 450.00	\$ 450.00
40	Bike Lane Sign, (MUTCD R3-17, 30"x24")	10	EA	\$ 450.00	\$ 4,500.00
41	Bike Lane - No Parking Sign, (MUTCD R7-9A, 12"x18")	4	EA	\$ 450.00	\$ 1,800.00
100	Storm Water Pollution Prevention Plan	1	LS	\$ 12,000.00	\$ 12,000.00
200	Maintenance and Protection of Traffic	1	LS	\$ 18,000.00	\$ 18,000.00
300	Construction Staking	1	LS	\$ 20,000.00	\$ 20,000.00

Total \$ 1,068,292.00
 5% Contingency \$ 53,414.60
 Total Estimated Project Cost \$ 1,121,706.60

Merrill Avenue Phase II- Nancy Street – County 22nd Street

