Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, September 9, 2014
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

AGENDA

1) CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring September 22-26, 2014 as National Employer Support of the Guard and Reserve Week, sponsored by the Arizona Office for Employer Support of the Guard and Reserve. (Mayor Marley)

b) Proclamation declaring September 8-14, 2014 as "National Patriotism Week," sponsored by the Chino Valley Elks Lodge. (Mayor Marley)

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) First amendment rights as they pertain to citizens speaking on agenda items.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6) **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a) Consideration and possible action to approve the June 10, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)

b) Consideration and possible action to approve changes to Personnel Policy No. 605, "Overtime: Non-Exempt Employees," to the Town of Chino Valley's Personnel Manual, dated September 12, 2002. (Cecilia Grittman, General Services Director)

c) Consideration and possible action to authorize the Town Manager to sign two Governor's Office of Highway Safety (GOHS) grant contracts, in an amount not-to-exceed $10,000 for high visibility impaired driver/DUI enforcement, and an amount not-to-exceed $6,139 for accident and crime scene software and training; and accept and authorize expenditure of said funds. (Chuck Wynn, Police Chief)

7) **ACTION ITEMS**

a) *Continued from August 26, 2014:* Discussion and possible action to address a complaint filed by Vice-Mayor Croft pursuant to Town Code Chapter 35 Code of Ethics Section 35.04 Conduct in Public Office paragraph (D). (Mayor Marley; Vice-Mayor Croft)

Recommended Action: Call upon Councilmember Hatch to publicly apologize to Ms. Schimikowsky, President/CEO, Chino Valley Area Chamber of Commerce, and to refrain from conversing in an intimidating manner when discussing Town business with visitors and staff.

b) Consideration and possible action to adopt Resolution No. 14-1045, authorizing the Mayor to sign all documents related to the submission of a grant application to the Arizona Commerce Authority Rural Economic Development Grant in the amount of $250,000 and pledge 10% of the qualified costs in matching funds, not to exceed $90,000. Matching funds will be budgeted for upon receipt of the Grant. (Ruth Mayday, Development Services Director)

Recommended Action: Adopt Resolution No. 14-1045, authorizing the Mayor to sign all documents related to the submission of a grant application to the Arizona Commerce Authority Rural Economic Development Grant in the amount of $250,000 and pledge 10% of the qualified costs in matching funds, not to exceed $90,000.

c) Consideration and possible action to approve Funding Agreement with the Arizona Department of Housing, in the amount of $275,000, for the Owner Occupied Housing Rehabilitation Program. Funds to come from Arizona Department of Housing. (Ruth Mayday, Development Services Director)

Recommended Action: Authorize the Mayor to sign all documents necessary related to the execution of the Funding Agreement with the Arizona Department of Housing for the Owner Occupied Housing Rehabilitation Program, and authorize staff to take all actions necessary to complete the obligations set forth in the Funding Agreement.

d) Consideration and possible action to approve the Leasing Services Proposal from NB: AZ Public Financial Services, a Division of Zions First National Bank and Affiliate of National Bank of Arizona and Lease Purchase Agreement; and approve Resolution No. 14-1042 authorizing the Mayor to execute the Agreement and all related documents necessary to the consummation of the transactions contemplated by the Agreement. (Joe Duffy, Finance Director)

Recommended Action: Approve the Leasing Services Proposal from NB: AZ Public Financial Services and Lease Purchase Agreement; and approve Resolution No. 14-1042.

e) Consideration and possible action to approve the purchase of four Ford Police Interceptors from Berge Ford in an amount not to exceed $115,473.60 ($28,868.40 each,) two Ford 550 from Berge Ford in an amount not to exceed $111,512.50 ($55,756.25 each,) one John Deere 544K front end loader from RDO Equipment Company in an amount not to exceed $166,503.38, and one 410K backhoe from RDO Equipment in an amount not to exceed $107,898.66 and one 10-Wheel Dump Truck from Empire Machinery in an amount not to exceed $180,000 for a combined total of $681,388.14, all financed through a lease/purchase agreement with Zions First National Bank. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the purchase of four Ford Police Interceptors from Berge Ford in an amount not to exceed $115,473.60 ($28,868.40 each,) two Ford 550 from Berge Ford in an amount not to exceed $111,512.50 ($55,756.25 each,) one John Deere 544K front end loader from RDO Equipment Company in an amount not to exceed $166,503.38, and one 410K backhoe from RDO Equipment in an amount not to exceed $107,898.66 and one 10-Wheel Dump Truck from Empire Machinery in an amount not to exceed $180,000 for a combined total of $681,388.14, all financed through a lease/purchase agreement with Zions First National Bank.

f) Consideration and possible action to approve change order number 1 to the existing Yavapai County Intergovernmental Agreement by $447,020.00 for phase 1 of the Chino Meadows Flood Control Project for a total project amount of $450,000.00. Funds to come from Yavapai County Flood Control. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve change order number 1 to the existing Yavapai County Intergovernmental Agreement by $447,020.00 for phase 1 of the Chino Meadows Flood Control Project.

g) Consideration and possible action to adopt Resolution No. 14-1047 adopting a policy for the prioritization of roadways for the Town's annual roadway resurfacing program. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 14-1047 adopting a policy for the prioritization of roadways for the Town's annual roadway resurfacing program.

h) Consideration and possible action to approve the spring 2015 roadway resurfacing program in an amount not to exceed $170,000 from Highway User Revenue Funds and $50,000 from Road Impact Fees for the streets identified in the staff report. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the spring 2015 roadway resurfacing program in an amount not to exceed $170,000 from Highway User Revenue Funds and $50,000 from Road Impact Fees for the streets identified in the staff report.

i) Consideration and possible action to adopt Resolution No. 14-1046 authorizing acquisition of real property for right-of-way purposes for Center Street from Road 1 East to the East side of the Santa Cruz Wash and accepting the dedication of said property as set forth in the deeds attached to the staff report. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 14-1046 and accept the dedications of real property as set forth in the deeds attached to the staff report.

j) Consideration and possible action to accept the Right-of-Way dedications for Road 1 East between Road 4 South and Kalinich Avenue, Brownlow Avenue, Road 4 1/2 South and Kalinich Avenue. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Accept the Right-of-Way dedications for Road 1 East between Road 4 South and Kalinich Avenue, Brownlow Avenue, Road 4 1/2 South and Kalinich Avenue.

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a) Pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of the Town Attorney. (Councilmember Hatch; Councilmember McKee; Councilmember Wojcik)

b) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a Settlement and Release Agreement that is the subject of negotiations related to the Construction Manager at Risk Contract between the Town of Chino Valley and Fann Contracting, Inc. dated June 12, 2003 and all amendments thereto. (Robert Smith, Town Manager)

9) ACTION ITEMS RESUMED

After the executive session, Council will reconvene the Regular Meeting.

10) ADJOURNMENT

Dated this 4th day of September, 2014.

By: ***Jami C. Lewis, Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 1-(800) 347-1695 (Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/clerk/townagenda.shtml, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:____________________ Time:_________________ By:____________________________________
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. a.**

Meeting Date:	09/09/2014
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Presentation Only
Estimated length of Staff Presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Proclamation declaring September 22-26, 2014 as National Employer Support of the Guard and Reserve Week, sponsored by the Arizona Office for Employer Support of the Guard and Reserve. (Mayor Marley)

SITUATION & ANALYSIS:

The Arizona Office for Employer Support of the Guard and Reserve has requested this proclamation for September 22-26 to be declared National ESGR week in support of the National Secretary of Defense Supporting Freedom Award. During the week of September 22-26, 2014 the Top 15 employers from across the country will be nationally recognized by the Secretary of Defense. Arizona's own APS has been picked as one of the 15 winners out of 2,316 that were nominated for the award.

ESGR, a Department of Defense agency, was established in 1972 to promote cooperation and understanding between Reserve Component Service members and their civilian employers and to assist in the resolution of conflicts arising from an employee's military commitment. ESGR is supported by a network of more than 4,900 volunteers in 54 committees located across all 50 states, the District of Columbia, Guam-CNMI, Puerto Rico and the U.S. Virgin Islands. Volunteers, hailing from small business and industry, government, education and prior military service bring a vast wealth of experience to assist in serving employers, service members and their families. Together with Headquarters ESGR staff and a small cadre of support staff for each State Committee, volunteers work to promote and enhance employer support for military service in the Guard and Reserve.

ESGR has served our country for more than 40 years, fostering a culture in which all employers support and value the employment and military service of members of the National Guard and Reserve in the United States. These citizen warriors could not defend and protect us at home and abroad without the continued promise of meaningful civilian employment for themselves and their families. ESGR has continued to adapt to meet the needs of Reserve Component members, their families and America's employers by joining forces with a network.

Attachments

Proclamation

Office of the Mayor
202 N. State Route 89
Chino Valley, AZ 86323
(928) 636-2646

PROCLAMATION

Employer Support of the Guard and Reserve Week
September 22-26, 2014

Whereas, National Guard and Reserve forces comprise nearly half of our nation's military strength, and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and

Whereas, employers provide critical support to members of the National Guard and Reserve; allowing Citizen Warriors to serve whenever the Nation calls, often foregoing financial gain and making sacrifices in the process; and

Whereas, employer support is stronger than ever, more than 42 years after President Richard Nixon authorized the Secretary of Defense to establish the National Committee for Employer Support of the Guard and Reserve (ESGR); and

Whereas, our nation is in debt to the Citizen Warriors departing the comforts of home to ensure our freedoms remain intact. Likewise, America pays special tribute to the commitment of dedicated and supportive employers who continue to make service in the Reserve Components possible; and

Now, Therefore, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby declare September 22-26, 2014 as National Employer Support of the Guard and Reserve Week in Chino Valley, Arizona, and urge all of our citizens to recognize this observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 9th day of September, 2014.

Chris Marley, Mayor

ATTEST: Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 2. b.**

Meeting Date:	09/09/2014
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Item Type:	Presentation Only
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Proclamation declaring September 8-14, 2014 as "National Patriotism Week," sponsored by the Chino Valley Elks Lodge. (Mayor Marley)

SITUATION & ANALYSIS:

N/A

Attachments

Proclamation

Office of the Mayor

202 N. State Route 89
Chino Valley, AZ 86323
(928) 636-2646

PROCLAMATION

National Patriotism Week – September 8-14, 2014

Whereas, the Benevolent and Protective Order of Elks, through its Constitution, is a PATRIOTIC ORDER; and

Whereas, the Order promotes the ideals that the citizens of this Nation live in freedom, won through the great sacrifices and many tribulations which have provided the foundation for a free, prosperous, and independent life; and

Whereas, we realize that each generation must work to maintain this freedom; otherwise through carelessness or indifference, the rights and liberties enjoyed may vanish; and

Whereas, it is fitting and proper to recognize this freedom and to honor the Nation which provides it;

Now, Therefore, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim September 8-14, 2014 as National Patriotism Week in Chino Valley, Arizona, and during this event, urge all citizens to join with the Benevolent and Protective Order of Elks in expressing gratitude for the privilege of American Citizenship with appropriate celebrations and observances.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 9th day of September, 2014.

Chris Marley, Mayor

ATTEST: Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date: 09/09/2014

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the June 10, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Approve the June 10, 2014 regular meeting minutes.

Attachments

June 10, 2014 minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, JUNE 10, 2014
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 10, 2014.

Present:	Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik
Staff Present:	Town Manager Robert Smith; General Services Director Cecilia Watts; Finance Director Joe Duffy; Police Chief Chuck Wynn; Lieutenant Vince Schaan; Officer Eric Hatchell; Town Engineer/Public Works Director Ron Grittman; Planner Ruth Mayday; Senior Center Supervisor Cyndi Thomas; Town Clerk Assistant Liz Hart (recorder)

1) CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Marley called the meeting to order at 6:00 p.m.

Vice-Mayor Croft gave the invocation; Mayor Marley led the Pledge.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) The Board of Supervisors is moving forward with asking the voters to increase the Jail District sales tax to a ½ cent at the November 4, 2014 election.

Phil Bourdon, Yavapai County Administrator, spoke about the history, benefits, and costs associated with the Jail District; inmate classification and population projections; sales tax analysis and funding options; and outreach on the ballot measure.

Scott Masher, Yavapai County Sheriff, spoke about the conditions and use of the current Prescott jail; numbers and types of crimes; his recommendation to construct a new jail; and preferred funding mechanism.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the *matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.*

Ed Twitmire, resident, spoke about Aztec Drive not being maintained and problems with dust in the area.

Robert McCaullay, resident, spoke about serving on a Town committee and not receiving information in a timely manner, and asked that the Town provide the citizens with a complete accounting of the Town's indebtedness with regard to water and sewer infrastructure. Mayor Marley asked Town Manager Smith to follow up on this.

Norma Bennett, town business owner, spoke in favor of the recent SR 89 clean up, and asked about sewer plant improvements that the Town did not own.

Nancy Herrero, Senior Center Advisory Board representative, spoke about the inaugural Hot July Night Cruise in the Park, a Senior Center fundraiser, to be held on July 12 in Memory Park.

Michael Edmonds, resident, asked about revenue bond discussions, community education, and possibly adding a revenue bond option on the November ballot.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) An accounting of the Town's current 20 million dollar debt and when it occurred.

Finance Director Joe Duffy reported on the history of the Town's debt:

- The Town's original total indebtedness was $22,715,000. Current debt was $20,340,000, all from revenue bonds secured by sales tax, franchise fees, and user fees.
- The debt was incurred in 2002 for sewer system design; 2004 for Community Center improvements, Aquatic Center construction, and sewer system improvements; 2008 for sewer distribution lines in the Chino Meadows area; 2007 for the Administration facility and Aquatic Center improvements; and 2010 for debt refinancing.
- Per capita, the Town's debt was comparable to Prescott Valley and Prescott, and debt service accounted for between 10%-12% of the Town's total income.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

Councilmember Turner reported on the upcoming 4th of July celebration at the Community Center.

a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith asked Planner Ruth Mayday to brief Council on the status of the Economic Development Administration grant, as well as associated grants, related to economic development at Old Home Manor.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda items a and b.

Vote: 7 - 0 PASSED

a) Consideration and possible action to appoint applicants to fill vacancies on various public bodies. (Liz Hart, Town Clerk Assistnt)

Recommended Action: Appoint applicants to the Chino Valley Municipal Property Corporation, Parks and Recreation Advisory Board, and Senior Center Advisory Board as recommended by the Appointments Subcommittee.

b) Consideration and possible action to approve the annual Intergovernmental Agreement (IGA) for the Establishment of Unified Emergency Management between the Town of Chino Valley and Yavapai County, and authorize payment of the annual dues in the amount of $4,651.00 (Liz Hart, Town Clerk Assistant)

Recommended Action: Approve the IGA between the Town of Chino Valley and Yavapai County for emergency management services, and authorize payment of the annual dues.

7) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to recess the regular meeting and go into executive session after a five-minute recess at 7:00 p.m.

Vote: 7 - 0 PASSED

Mayor Marley reconvened the regular session at 9:18 p.m.

a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a Settlement and Release Agreement with Fann Contracting, Inc. related to the construction of the wastewater treatment plant and for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an Asset Purchase Agreement and Escrow Instructions Agreement with the City of Prescott related to the acquisition of certain water delivery facilities. (Robert Smith, Town Manager)

Mayor Marley reported that the Council received advice from the town attorney on these matters.

b) An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (7) for discussion or consultation for legal advice with the Town Attorney regarding right of way easement along the proposed extension of Road 1 East and for discussions or consultations with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property located along the proposed extension of Road 1 East between Road 4 South and Kalinich and to consider a proposal from property owner Steven Chontos related to Yavapai County Assessor's Parcel Number 102-01-223E, one of the properties located within the project boundaries.. (Councilmember Wojcik; Councilmember Hatch)

Mayor Marley reported that the Town received an offer from a property owner for the town to acquire fee ownership of easement property and negotiations will continue.

8) ACTION ITEMS

With Council's consent, item 8e was moved in front of Action Item 8a.

a) Discussion and consideration of proposed General Obligation Bond election language. (Robert Smith, Town Manager)

Recommended Action: Direction to staff.

(This item was heard after item 8e but is retained here for clarity.)

Mayor Marley suggested postponing this item as it was already scheduled for a study session next week. No councilmembers objected.

b) Consideration and possible action to discuss proposition for general tax bond for ballot. (Councilmember Wojcik / Councilmember McKee)

Recommended Action: Direction to staff

Mayor Marley related that, due to an issue with agenda items from councilmembers not being fully vetted before being placed on the agenda, in the future, he will request that incomplete items be removed, since they preclude the other councilmembers from being able to ask informed questions.

Councilmember Wojcik reported that Steve Chontos would present a proposal to Council.

Mr. Chontos stated that the proposed GO Bond was wrong, as it was forcing him to pay for sewer and water service that he could not use; and he requested that any Councilmember hooked up to Town sewer or water abstain from participation in the GO Bond measure.

Town Attorney Smiley advised that, as Council had already voted to forward the GO Bond item to the voters, Mr. Chontos could not use town resources to speak in favor or against the measure. Also, if a councilmember was involved in a matter in which 10 or more non-councilmembers were also involved, there was no conflict of interest for the councilmember and they could participate.

Mr. Chontos reported that Council could give voters a choice by reducing the scope of the current infrastructure plan and also placing a $4 million revenue bond before the voters on November 4. The revenue bond would: allow the Town to buy the sewer plant and extend sewer lines to people already here; provide a viable self-sustaining utility; allow the Town to buy the water and wastewater facilities in a couple years; reduce the town's debt; create surpluses; finance the infrastructure by users without a property tax; and offer the best chance to reduce user and hookup fees.

c) Consideration and possible action to authorize the Mayor to sign the Protocol Agreement and Project Tracking Policy between the Town of Chino Valley and the Greater Prescott Regional Economic Partnership Business Action Team. (Ruth Mayday, Planner)

Recommended Action: Authorize the Mayor to sign the Protocol Agreement and Project Tracking Policy between the Town of Chino Valley and the Greater Prescott Regional Economic Partnership Business Action Team.

Ms. Mayday reported that:

- The Town had entered into an agreement with the Greater Prescott Regional Partnership (G-PREP) to work cooperatively to promote and coordinate economic development activities for the Quad-Cities region. The Protocol Agreement and Project Tracking Policy generally laid out the rules of engagement when interacting with G-PREP.
- In authorizing the Mayor to sign these documents, Council will be indicating its support of regional economic development and engaging a highly qualified entity to assist the Town in its economic development efforts.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to authorize the Mayor to sign the Protocol Agreement and Project Tracking Policy between the Town of Chino Valley and the Greater Prescott Regional Economic Partnership Business Action Team.

Vote: 7 - 0 PASSED

d) Consideration and possible action to amend Section 4.21.7 TEMPORARY SIGNS and Section 4.21.11 PROHIBITED SIGNS previously authorized by the adoption of Ordinance 10-726 with modifications. (Ruth Mayday, Planner)

Recommended Action: amending the language of Section 4.21.7 Temporary Signs and 4.21.11 Prohibited Signs as recommended.

Ms. Mayday reported that:

- In 2009, during the SR 89 widening project, residents and visitors complained of difficulty in locating businesses during construction, and merchants suffered as a result of the construction related confusion. Council adopted Ordinance 09-718, temporarily suspending prohibitions on certain signage until December 31, 2009. The additional signage proved to be effective.
- As the economy began to fail before the Ordinance expired and businesses were struggling to survive, Council extended the provisions of Ordinance 09-718 by adopting Ordinance 10-726, which expired in January 2011. Because economic conditions had not improved by January 2011, Council extended its provisions to January 8, 2014.
- Since Ordinance 10-727 expired, Code Enforcement staff had been enforcing the requirements of Unified Development Ordinance (UDO) Section 4.1. Since that time,

staff had received 15 communications from businesses, all of whom fully supported reinstatement of the language set forth in Ordinance 10-726.

- On April 1, 2014, staff presented amendments to Ordinance 10-726 to the Planning and Zoning Commission ("Commission"). The Commission heard from business owners who spoke of experiencing declines in business since the ordinance expired and their support for extending the its provisions. The Commission voted unanimously to hold a Public Hearing on this matter.
- On May 6, 2014, the Commission specifically considered language that would prevent portable signs from obstructing the public rights-of-way and the permit fees required from business owners in order to employ temporary signs and banners as part of their signage. No public comment was offered. The Commission voted unanimously to forward the item to Council with a recommendation of approval.
- On May 27, 2014, staff brought the item to Council and reported that the town attorney was recommending that Council revise the UDO, making the changes permanent. Council heard comments from business owners and directed staff to bring back an ordinance revising the UDO.
- Currently, given the impact to the business community to redo the public hearing process, staff was recommending its original proposal to extend Ordinance 10-726 and provide that the temporary extension be to January 1, 2016 or the revision of UDO Section 4.2.1, whichever occurred first.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to amend the language of Section 4.21.7 Temporary Signs and 4.21.11 Prohibited Signs as recommended.

Vote: 7 - 0 PASSED

e) Consideration and possible action to adopt a motion to accept previously dedicated and recorded Roadway Easements related to the Road 1 East Roadway Project over Yavapai County Assessor parcels 102-01-001M fna 102-01-01M, 102-01-214C, 102-01-219G fna 102-01-01W, 102-01-219H fna 102-01-01R, 102-01-223E fna 102-01-01K, 102-01-216A, 102-01-216. (Robert Smith, Town Manager)

<u>Recommended Action:</u> Adopt a motion to accept previously dedicated and recorded Roadway Easements related to the Road 1 East Roadway Project over Yavapai County Assessor parcels 102-01-001M fna 102-01-01M, 102-01-214C, 102-01-219G fna 102-01-01W, 102-01-219H fna 102-01-01R, 102-01-223E fna 102-01-01K, 102-01-216A, 102-01-216.

(This item was heard after item 7b but it retained here for clarity.)

The staff report by Town Attorney Smiley stated that:

- In 1986, the owners of property dedicated easements to the public for roadway and utility purposes, which easements were recorded in the Yavapai County Recorder's Office.
- In March 2000, the area was annexed into the Town, and although the easements had been treated as Town easements, staff could not locate county or town records to affirm that the easements had been formally accepted.
- The Town was now ready to proceed with the Road 1 East improvements over the roadway easements and the town attorney recommended that the recordkeeping error be corrected to expressly reflect formal acceptance and declaration of rights-of-way of the roadway easements so the meet the Town's definition of "rights-of-way" from Town Code Section 150.043.

Public Comment:

Steve Chontos objected to the term “previously dedicated easements.” He believed his easement did not fit that definition, as it was not used by the public, and he added that the Karcic easement, which allowed access to the subject easements, also had never been dedicated publicly.

Kelly McCready with Windy Valley Plaza spoke in support of the proposed Road 1 East roadway extension.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to accept previously dedicated and recorded Roadway Easements related to the Road 1 East Roadway Project over Yavapai County Assessor parcels 102-01-001M fna 102-01-01M, 102-01-214C, 102-01-219G fna 102-01-01W, 102-01-219H fna 102-01-01R, 102-01-223E fna 102-01-01K, 102-01-216A, 102-01-216.

Vote: 7 - 0 PASSED

9) ADJOURNMENT

MOVED by Mayor Chris Marley, seconded by Vice-Mayor Darryl Croft to adjourn the meeting at 9:44 p.m.

Vote: 7 - 0 PASSED

____
Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 5th day of June, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of September, 2014.

____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. b.**

Meeting Date:	09/09/2014
Contact Person:	Cecilia Grittman, General Services Director Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve changes to Personnel Policy No. 605, "Overtime: Non-Exempt Employees," to the Town of Chino Valley's Personnel Manual, dated September 12, 2002.

RECOMMENDED ACTION:

Approve changes to Personnel Policy No. 605, "Overtime: Non-Exempt Employees," to the Town of Chino Valley's Personnel Manual, dated September 12, 2002.

SITUATION AND ANALYSIS:

Under Policy No. 605 in the Town's Personnel Manual (dated 2002), non-exempt employees were allowed to chose compensatory time as an alternative to being paid overtime. An employee would earn 1 1/2 hours of compensatory time instead of being paid overtime, and the Town would allow the employee to accrue up to 40 hours on the books.

However, in our continued effort to get leave balances down to a more manageable level, Town staff would like to reduce the maximum number of hours allowed to be accumulated to 24 hours. If an employee works overtime and already has 24 hours on the books for compensatory time, the employee will not have a choice as to whether to accumulate more hours or to be paid the overtime pay, but rather will have to take the overtime pay.

This will eliminate an accumulation of leave time on the books, as well as limiting the Town's unfunded liability. It also will pay the employee in today's dollars as opposed to the rate an employee would be earning at the time they chose to use the accumulated hours, perhaps also reducing the payout amount at termination.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: Various

Available:

Funding Source:

The cost to reduce the existing employees with over 24 hours of comp time to 24 hours is $5,670.00 over all the departments.

Attachments

Policy 605, OT & Compensatory Time

605 with revisions

Policy No. 605

Revised 8/26/2014
September 12, 2002
Page 1 of 1

OVERTIME: NON-EXEMPT EMPLOYEES

I. PURPOSE:

To provide guidelines to administer overtime pay to comply with applicable federal and state wage and hour regulations.

II. SCOPE:

This policy applies to all non-exempt Town employees.

III. POLICY:

This overtime policy conforms to overtime provisions of the Federal Fair Labor Standards Act and applicable state laws. Exemption from these provisions will be claimed for an employee only when it can clearly be established that the employee's duties and responsibilities meet the requirements for such exemption.

At the option of the employee, overtime may be compensated either 1) by payment at one and one-half (1 1/2) times the regular rate of pay, or 2) by compensatory time off at one and one-half (1 1/2) times the overtime hours worked. Compensatory time accrual is not to exceed 24 hours. All compensatory time EARNED by an employee that would exceed the 24 hours will be paid to the employee at the overtime rate of pay so that no accrual balance will exceed 24 hours of compensatory time. Overtime pay policy for employees includes the following principal elements:

A. Non-exempt employees will be compensated time and one-half their regular rate of pay for hours worked in excess of forty hours in one week.

B. The department head must authorize overtime worked by non-exempt employees.

C. With seven (7) days' notice and approval of supervisor, paid time off for vacation, sick time, and compensatory time will be used to calculate overtime pay. Holiday, jury duty, and bereavement paid time off will also be used to calculate overtime pay.

D. In the event of a non-exempt employee being called out on other than their regular work hours there will be a minimum of two (2) hours overtime paid.

Policy No. 605

Revised 8/26/2014

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September 12, 2002
Page 1 of 1

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C. With seven (7) days' notice and approval of supervisor, paid time off for vacation, sick time, and compensatory time will be used to calculate overtime pay. Holiday, jury duty, and bereavement paid time off will also be used to calculate overtime pay.

D. In the event of a non-exempt employee being called out on other than their regular work hours there will be a minimum of two (2) hours overtime paid.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. c.**

Meeting Date:	09/09/2014
Contact Person:	Chuck Wynn, Police Chief Phone: 928-636-2646 x-1258
Department:	Police
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Town Manager to sign two Governor's Office of Highway Safety (GOHS) grant contracts in an amount not-to-exceed $10,000 for high visibility impaired driver/DUI enforcement, and an amount not-to-exceed $6,139 for accident and crime scene software and training; and accept and authorize expenditure of said funds.

RECOMMENDED ACTION:

Authorize the Town Manager to sign the two GOHS grant contracts in the amounts not-to-exceed $10,000 and $6,139, respectively; and accept and authorize expenditure of said funds.

SITUATION AND ANALYSIS:

On February 25, 2014, Consent Agenda Item 6C, the Police Department was granted approval by Town Council to apply for two GOHS (Governor's Office of Highway Safety). The Police Department has applied and received two GOHS Grant Contracts.

The first grant, Contract #2015-HV-004, is for High Visibility Impaired Driver/DUI Enforcement. This grant will cover overtime costs as well as up to 40% of employee-related expenses in a total amount not to exceed $10,000. With this grant the Police Dept will fund, at minimum, two patrol staff who will focus enforcement on detecting and apprehending impaired drivers.

The second grant, Contract #2015-AI-002, is for One (1) ARAS 360 HD Software System and 3-day training software. This grant will cover the purchase of, and training for, one staff member, the ARAS 360 HD Software. ARAS 360 HD Software is an accident and crime scene diagramming software that works with current CVPD equipment. The software also assists with reconstructing collisions and presenting the cases in court. The grant authorizes expending costs not to exceed $6,139.

These grants do not require matching funds from the Town.

Chino Valley Police Dept. has been receiving the overtime funding grant from GOHS annually since at least 2005, with the exception of 2013, due to the employee that was handling the grant quitting and the

PD missing the deadline.

In previous years we applied for the second grant for various items such as DUI Checkpoint Signs, Radar Trailer, Radar Guns, Traffic Cones and the Total Station Accident Diagramming Equipment. This year we are requesting software that works with the Total Station Accident Diagramming Equipment.

The application requirements for these grants have not changed over the past few years.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

DUI Enforcement Grant

Accident Investigation Grant

JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Charles Wynn
Chino Valley Police Department
1020 Palomino Road
Chino Valley, Arizona 86324

PROJECT REFERENCE:
Contract Number: 2015-HV-004
Purpose of Project: High Visibility Impaired Driver/DUI Enforcement

Dear Chief Wynn:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 20) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Robert Smith, Town Manager, Town of Chino Valley, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-13-14
Date

Enclosures
AG: br

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA: 20.601
1.	**APPLICANT AGENCY** Chino Valley Police Department	**GOHS CONTRACT NUMBER:** **2015-HV-004**
	ADDRESS 1950 Voss Drive, Chino Valley, AZ 86323	**PROGRAM AREA: 410–HV**
2.	**GOVERNMENTAL UNIT** Town of Chino Valley	**AGENCY CONTACT:** Lt. Vincent Schaan
	ADDRESS 202 N. State Route 89, Chino Valley, AZ 86323	**3. PROJECT TITLE:** High Visibility Impaired Driver/DUI Alcohol Enforcement
4.	**GUIDELINES:** 410– High Visibility Enforcement (HV)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 410-HV funds will support Personnel Services (Overtime) to support and enhance High Visibility Impaired Driver/DUI Alcohol Enforcement throughout the Town of Chino Valley.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2015**
I.	**Personnel Services**	$7,143.00
II.	**Employee Related Expenses**	$2,857.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$10,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2015
CURRENT GRANT PERIOD	**FROM:** 10-01-2014	**TO:** 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $10,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. (The area was previously called the "Tri-City area until the incorporation of the Town of Dewey-Humbolt in 2010. The multi-agency DUI Taskforce has maintained the name "Tri-City DUI Taskforce.)

Chino Valley's population, as of the 2010 census, is 10, 817 residents. However, the unincorporated areas of Paulden and Yavapai County increase the population to over 17,000. The Prescott metro area had a population of approx. 104, 000. This makes it the third largest metropolitan area in Arizona behind Phoenix (4.2 million) and Tucson (1 million).

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is currently uninhabited, sparsely populated or used for farming/agricultural purposes.

As of 2008, there were 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

The Chino Valley Police Department currently has 22 sworn full time employees and 5 civilian staff. The 22 sworn employees include the Chief of Police, Lieutenant, four Sergeants, two general investigations detectives, a narcotics detective, a gang detective and a K9. A second K9 is being introduced in the second quarter of 2014.

Agency Problem:

DUI drivers continue to be a problem for Arizona even though since 2011 there has been a slight decline in DUI arrests*. The town of Chino Valley however has not seen the same decline in arrests as the State as a whole. DUI arrests have fluctuated over the past few years from 62 in 2011 to 48 in 2012 and then up again in 2013 to 65. This is an unacceptable number for a town of our small population.

*Source GOHS DUI Enforcement Statistics for Calendar year 2012 "FINAL"

Agency Attempts to Solve Problem:

The Chino Valley Police Department continues to stress the need for the officers to be proactive in their approach to traffic enforcement. This includes targeted enforcement of high traffic or problem areas. Officers are encouraged to maintain high levels of contacts. The Chino Valley Police Department has participated in and actively works with other agencies in the Tri-City DUI Task Force.

In addition, active participation on social media provides weekly traffic safety tips to the Chino Valley area. The Chino Valley Police Department enjoys a great working relationship with the local media who assist with the traffic safety ideas and messages for both radio and print.

Agency Funding:

Federal 410-HV funds will support Personnel Services (Overtime) to support and enhance High Visibility Impaired Driver/DUI Alcohol Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

The DUI grant requested by Chino Valley will fund overtime to allow for staffing of officers to provide enforcement without interruption by calls for service. Our minimal staffing and call levels reduce regular on duty officers from spending non-interrupted time to enforce these critical DUI laws. The funding would also allow us to continue participation in the Tri-City DUI Task Force operations in the area.

The Chino Valley Police Department will continue participating with the Tri-City DUI Task Force using the funds requested for DUI enforcement. A minimum of two officers will participate from the department at each scheduled task force event. A department representative will continue to meet with the other representatives of the Tri-City DUI Task Force as scheduled. The department will utilize the Mobile Command Unit at a minimum of three task force events. The Chino Valley Police Department will also continue to work closely with Yavapai County MADD and the local media.

- To decrease the number of alcohol-involved traffic fatalities from the 2011 and 2012 years of 2, and maintain the 2013 total of 0.

- To reduce or maintain the number of alcohol-related traffic injuries from the calendar 2013 base year total of 4 by December 31, 2015.

- To participate in 12 Tri-City DUI Task Force events by September 30, 2015.

- To participate with the Chino Valley Police Department Mobile Command Unit in a minimum of 3 Tri-City DUI Task Force events by September 30, 2015.

GOALS/OBJECTIVES:

Federal 410-HV funds will support Personnel Services (Overtime) to support and enhance High Visibility Impaired Driver/DUI Alcohol Enforcement throughout the Town of Chino Valley.

IMPAIRED DRIVING
Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver/DUI Alcohol Enforcement Activities

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.
State Contract:
Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
    - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st **Quarterly Report** (October 1 to December 31, 2014)	January 15, 2015
2nd **Quarterly Report** (January 1 to March 31, 2015)	April 15, 2015
3RD **Quarterly Report** (April 1 to June 30, 2015)	July 15, 2015
4TH **Quarterly Report** (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQURED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vincent Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

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 contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also 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

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule

Total Awarded Amount:	**Type of Monitoring:**
Under $50,000.00	Desk Review/Phone Conference
$50,000.01 – $99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site

Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract 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. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director 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 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency 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 contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-HV-004

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$7,143.00
II.	Employee Related Expenses (ERE)	$2,857.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$10,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of **$10,000.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, 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 Contract, 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, tribal, 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 Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract 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 Contract.

D. 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 Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) 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 under section XX herein, "Termination and Abandonment".

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. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

   As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

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 Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-HV-004

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name: VINCENT SCHAAN

   Title: LIEUTENANT

   Telephone Number: 928-636-4223 Fax Number: 928-636-1972

   E-mail Address: VSCHAAN@CHINOAZ.NET

2. **Agency's Fiscal Contact:**

   Name: CINDY SANDLIN

   Title: SENIOR ACCOUNTANT

   Telephone Number: 928-636-2646 Fax Number: 928-636-2144

   E-mail Address: CSANDLIN@CHINOAZ.NET

   Federal Identification Number: 86-0256834

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   TOWN OF CHINO VALLEY

   Warrant/Check to be mailed to:

   TOWN OF CHINO VALLEY ATTN: FINANCE
   (Agency)

   202 N. S.R. 89
   (Address)

   CHINO VALLEY, ARIZONA 86323
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	*Signature of Authorized Official of Governmental Unit:*
Charles Wynn, Chief Chino Valley Police Department	Robert Smith, Town Manager Town of Chino Valley
______________________	______________________
Date Telephone	Date Telephone

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-HV-004

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**410** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **410–HV**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$10,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED** by State Official responsible to Governor for the administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Charles Wynn
Chino Valley Police Department
1020 Palomino Road
Chino Valley, Arizona 86323

PROJECT REFERENCE:
Contract Number: 2015-AI-002
Purpose of Project: Accident Investigation Equipment- One (1) ARAS 360 HD Software System and 3-Day Training Software

Dear Chief Wynn:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 23) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Robert Smith, Town Manager, Town of Chino Valley, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please ***do not*** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-13-14
Date

Enclosures
AG: br

GOVERNOR'S OFFICE OF HIGHWAY SAFETY | **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	CFDA: 20.600
1. APPLICANT AGENCY Chino Valley Police Department	**GOHS CONTRACT NUMBER:** **2015-AI-002**
ADDRESS 1950 Voss Drive, Chino Valley, AZ 86323	**PROGRAM AREA: 402–AI**
2. GOVERNMENTAL UNIT Town of Chino Valley	**AGENCY CONTACT:** Lt. Vincent Schaan
ADDRESS 202 N. State Route 89, Chino Valley, AZ 86323	**3. PROJECT TITLE:** Accident Investigation Equipment and Training (One (1) ARAS 360 HD Software System)
4. GUIDELINES: 402– Accident Investigation (AI)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support the purchase of One (1) ARAS 360 HD Software System and Training to support and enhance Accident Investigation and subsequent prosecution for fatal and serious injury collisions throughout the Town of Chino Valley.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2015**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$6,139.00
	TOTAL ESTIMATED COSTS	**$6,139.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2015
CURRENT GRANT PERIOD	**FROM:** 10-01-2014	**TO:** 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $6,139.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. (The area was previously called the "Tri-City area until the incorporation of the Town of Dewey-Humbolt in 2010. The multi-agency DUI Taskforce has maintained the name "Tri-City DUI Taskforce.)

Chino Valley's population, as of the 2010 census, is 10, 817 residents. However, the unincorporated areas of Paulden and Yavapai County increase the population to over 17,000. The Prescott metro area had a population of approx. 104, 000. This makes it the third largest metropolitan area in Arizona behind Phoenix (4.2 million) and Tucson (1 million).

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is currently uninhabited, sparsely populated or used for farming/agricultural purposes.

As of 2008, there were 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

The Chino Valley Police Department currently has 22 sworn full time employees and 5 civilian staff. The 22 sworn employees include the Chief of Police, Lieutenant, four Sergeants, two general investigations detectives, a narcotics detective, a gang detective and a K9. A second K9 is being introduced in the second quarter of 2014.

Agency Problem:

Collisions in the Town of Chino Valley have taken a toll on the Department and Town. Although successful in preventing any fatal collisions in 2013, the injury collisions have only slightly declined. The State has funded road projects within the town, which may be successful in helping to reduce the number of fatal collisions.

Agency Attempts to Solve Problem:

The Chino Valley Police Department continues to stress the need for the officers to be proactive in their approach to traffic enforcement. This includes targeted enforcement of high traffic or problem areas. Officers are encouraged to maintain high levels of contacts.

Advanced training for several members of the Chino Valley Police Department over the past couple years has increased accident investigation capabilities. In addition, active participation on social media provides weekly traffic safety tips to the Chino Valley area. The Chino Valley Police Department enjoys a great working relationship with the local media who assist with the traffic safety ideas and messages for both radio and print.

Agency Funding:

Federal 402 funds will support the purchase of One (1) ARAS 360 HD Software System and Training to support and enhance Accident Investigation and subsequent prosecution for fatal and serious injury collisions throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

The software requested is designed to work with hardware already obtained by the Chino Valley Police Department and will increase the capability to diagram and reconstruct collisions for causation and criminal prosecution. The software and training will fill the deficiency currently diminishing the abilities of our Accident Investigation Team. The goal is to increase the ability as a department to document, evaluate information and provide the best-detailed, descriptive and comprehensive case to the local prosecuting authority in reference to serious injury and fatal collisions within the jurisdiction.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of One (1) ARAS 360 HD Software System and Training to support and enhance Accident Investigation and subsequent prosecution for fatal and serious injury collisions throughout the Town of Chino Valley.

AI / ACCIDENT INVESTIGATION
Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Accident Investigation Program Goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program Goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Accident Investigations in terms of money, criminal and human consequences.**

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details..

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for Accident Investigation:

One (1) ARAS 360 HD Software System and Training

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

One (1) ARAS 360 HD Software System and Training

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Chino Valley Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Chino Valley Police Department further agrees to dispose of this equipment using the Chino Valley Police Department 's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Chino Valley Police Department can refer to that of the state. The Chino Valley Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Chino Valley Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Chino Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Chino Valley Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) ARAS 360 HD Software System and Training.**

Decals:

The Governor's Office of Highway Safety shall provide the Chino Valley Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Chino Valley Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

<u>SPECIFIC REQUIREMENTS:</u>

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:
The Chino Valley Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Chino Valley Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of $5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.
State Contract:
Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st **Quarterly Report** (October 1 to December 31, 2014)	January 15, 2015
2nd **Quarterly Report** (January 1 to March 31, 2015)	April 15, 2015
3RD **Quarterly Report** (April 1 to June 30, 2015)	July 15, 2015
4TH **Quarterly Report** (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQURED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vincent Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

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 contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also 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

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000.00	Desk Review/Phone Conference
$50,000.01 – $99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract 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. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director 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 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency 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 contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-AI-002

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay One (1) ARAS 360 HD Software System @ $5,587.00 and Training @ $552.00	$6,139.00
	TOTAL ESTIMATED COSTS	***$6,139.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of **$6,139.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

____
Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-AI-002

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment $5,000.00 or more

Contract Number: 2015-AI-002
Reporting Agency: Chino Valley Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, 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 Contract, 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, tribal, 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 Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract 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 Contract.

D. 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 Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) 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 under section XX herein, "Termination and Abandonment".

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. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

   As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

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 Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-AI-002

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name: VINCENT SCHAAN

   Title: LIEUTENANT

   Telephone Number: 928-636-4223 Fax Number: 928-636-1972

   E-mail Address: VSCHAAN@CHINO AZ.NET

2. **Agency's Fiscal Contact:**

   Name: CINDY SANDLIN

   Title: SENIOR ACCOUNTANT

   Telephone Number: 928-636-2646 Fax Number: 928-636-2144

   E-mail Address: CSANDLIN@CHINOAZ.NET

   Federal Identification Number: 86-0256834

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   TOWN OF CHINO VALLEY

   Warrant/Check to be mailed to:

   TOWN OF CHINO VALLEY ATTN: FINANCE
   (Agency)

   202 N. S.R. 89
   (Address)

   CHINO VALLEY ARIZONA 86323
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	*Signature of Authorized Official of Governmental Unit:*
Charles Wynn, Chief Chino Valley Police Department	Robert Smith, Town Manager Town of Chino Valley
______________________	______________________
Date Telephone	Date Telephone

Chino Valley Police Department	GOHS HIGHWAY SAFETY CONTRACT	2015-AI-002

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**402** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **402–AI**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$6,139.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the State Highway Safety Agency

____
Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

____
Approval Date

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date: 09/09/2014

Department: Council

Item Type: Action

Estimated length of staff presentation: 15 minutes

Physical location of item:

AGENDA ITEM TITLE:

Discussion and possible action to address a complaint filed by Vice-Mayor Croft pursuant to Town Code Chapter 35 Code of Ethics Section 35.04 Conduct in Public Office paragraph (D).

RECOMMENDED ACTION:

Call upon Councilmember Hatch to publicly apologize to Ms. Schimikowsky, President/CEO, Chino Valley Area Chamber of Commerce, and to refrain from conversing in an intimidating manner when discussing Town business with visitors and staff.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: no

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Formal Complaint

Town Code of Ethics

Darryl L. Croft
1055 Parkside Village Drive
Post Office Box 5579
Chino Valley, Arizona 86323

DATE: August 17, 2014

FROM: Darryl Croft, Vice Mayor, Town of Chino Valley

TO: Chris Marley, Mayor, Town of Chino Valley

SUBJECT: Formal Complaint Concerning Town Council Member Linda Hatch.

During the August 12, 2014 Town Council meeting, Tracie Schimikowsky, President/CEO, Chino Valley Area Chamber of Commerce (Chamber) made an informational presentation concerning Chamber activities conducted for the Town of Chino Valley (Town). Later in the meeting, Ms. Schimikowsky presented information concerning the Accountability Contract between the Town and Chamber which described services to be rendered to the Town by the Chamber for which the Chamber would be compensated by the Town. This working relationship has been in force for several years.

As Ms. Schimikowsky presentation proceeded Council Member Hatch asked some pertinent questions about the Accountability Contract which were answered by Ms. Schimikowsky. When Council Member Hatch continued to question Ms. Schimikowsky her demeanor and tone changed becoming rude and abusive. The setting in the meeting room seemed to morph from a council chamber to a courtroom and Ms. Shimikowsky was the person on trial, rather than a professional member of this community conversing about offering services that support the goals of the Town of Chino Valley. Council Member Hatch continued to pose questions, such as what is Ms. Schimikowsky salary, which were not germane to the subject of the discussion. Her manner of dealing with visitors and staff in open meetings has come into question in the past.

Council Member Hatch's behavior was embarrassing to me as both a council member and a member of the board of directors of the Chino Valley Area Chamber of Commerce. Since this incident I have been approached by both chamber members and business owners concerned about the lack of professionalism displayed by members of this town council. If it is viewed as such by our citizens, it must also be evident to any person or business that is looking to Chino Valley as a place to build a future.

RESOLUTION: A reasonable resolution to my complaint is for Council Member Hatch to publically apologize to Ms. Shimikowsky and to refrain from conversing in an intimidating manner when discussing Town business with visitors and staff.

Darryl L Croft

Darryl L. Croft

TOWN CODE – CODE OF ETHICS AND COMMUNICATIONS WITH STAFF

As Updated By Ordinance No. 13-768, Dated April 9, 2013

CHAPTER 31: OFFICERS

§ 31.20 TOWN MANAGER

(G)(4) Except for the purpose of inquiry, the Council and its members shall deal with the town's administrative functions solely through the Town Manager. Neither the Council nor any member thereof shall give orders directly to, or discuss job performance directly with, any subordinates of the Town Manager either publicly or privately, but may discuss the same directly with the Town Manager. No individual member of the Council shall direct or request of the Town Manager the appointment of any person to office or the removal from office of any employee or any subordinates.

CHAPTER 35: CODE OF ETHICS

Section

- 35.01 Generally
- 35.02 Responsibilities of public office
- 35.03 Conflict of interest
- 35.04 Conduct in public office

§ 35.01 GENERALLY.

(A) **ETHICS** is defined here as the rules or standards governing those persons functioning as representatives of the town. These rules and standards are based upon a set of values judged to be moral to the extent that they enhance society and an individual's relationship to others.

(B) A representative of the town is defined here as a public official, elected or appointed, salaried or unpaid, including the Mayor, Council members and any board or commission member.

(C) The purpose of this code is to establish ethical standards of conduct for these public officials acting in their official public capacity.

§ 35.02 RESPONSIBILITIES OF PUBLIC OFFICE.

(A) By oath of office each representative is responsible to uphold the Constitution of the United States, the Constitution of the State of Arizona and the ordinances and regulations of the town. The public official shall perform his obligations in a manner that is impartial and responsible to all people.

(B) The public official shall not use his position for personal or monetary gain.

(C) The public official shall not disclose confidential information concerning the property, government or affairs of the town without proper legal authorization.

§ 35.03 CONFLICT OF INTEREST.

(A) This code shall reinforce any existing affirmation regarding conflict of interest contained in the public official's oath of office. When acting in a public capacity, the public official shall abstain from participating in discussion and vote on any pending matter that would result in his or her financial or private gain.

(B) The public official shall not directly or indirectly solicit, accept or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise or any other form that could be reasonably inferred to influence the performance of his or her official duties and actions or serve as a reward for any official action.

§ 35.04 CONDUCT IN PUBLIC OFFICE.

(A) The public official shall not discuss or divulge confidential information acquired by him or her in the course of his or her official duties nor shall he or she use this information for his or her own personal interest or aggrandizement.

(B) The public official shall respect the rights, privileges and opinions of his or her fellow officials, staff and the public at large. Council members shall exhibit respect for the public, other governmental units and agencies, and the professional and ethical conduct of the town manager and staff. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

In bringing honor to the title and in recognition of the weighty respect due the role of Public Official, those elected to public office shall:

(1) Lead by example.

(2) Demonstrate civil and courteous conduct at all times.

(3) Seek and speak the truth.

(4) Respect all people.

(5) Accept respectful dissention as a civic right.

(C) In his or her dealings with town employees, the public official shall maintain professional conduct with respect to the employee’s work assignments and obligations, and shall refrain from directly influencing the professional management of the town’s administration by any means other than direct communication with the Town Manager. The office of the public official shall in no situation be used to wrongfully obtain information or administrative outcomes either by intimidation or by deliberately violating the privacy of an employee’s work station.

(D) All public officials are expected to honor the mandates set forth in this code of ethics. Complaints alleging violations to this chapter shall be received in writing by the Mayor and/or Vice Mayor, unless they are named in the complaint and in that circumstance, such written complaint shall be received by the Town Attorney. Complaints will be addressed by the Council within 60 days of receipt.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date: 09/09/2014

Contact Person: Ruth Mayday, Development Services Director
Phone: 928-636-4427 x-1217

Department: Development Services

Item Type: Action

Estimated length of staff presentation: 5 minutes

Physical location of item: NA

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 14-1045, authorizing the Mayor to sign all documents related to the submission of a grant application to the Arizona Commerce Authority Rural Economic Development Grant in the amount of $250,000 and pledge 10% of the qualified costs in matching funds, not to exceed $90,000.

RECOMMENDED ACTION:

Adopt Resolution No. 14-1045, authorizing the Mayor to sign all documents related to the submission of a grant application to the Arizona Commerce Authority Rural Economic Development Grant in the amount of $250,000 and pledge 10% of the qualified costs in matching funds, not to exceed $90,000.

SITUATION AND ANALYSIS:

Issue Statement

The Town of Chino Valley owns approximately 840 acres of land commonly known as Old Home Manor. Staff has been directed to pursue funding opportunities to extend the infrastructure necessary to allow commercial and industrial development on approximately 200 acres at the west end of Old Home Manor. (See map). The funds will be used to leverage a much larger grant from the Economic Development Administration (EDA)' Economic Development Assistance Program (EDAP).

In February of this year, staff submitted an application for funding with the ACA for the same purpose, but a smaller project. The application narrowly missed selection for funding, ranking sixth; projects ranked first through fifth received funding for their projects. Staff has revised the application to include the expanded scope of the improvements as required by the EDA.

Applicable "Policy"

- Chino Valley Strategic Plan, Key Result Area 2: Sustainable Economic and Community Development; Goal 1: Complete the CV Industrial and Commercial Development Plan, Objective A: Develop CV Industrial and Commercial Development Plan; Strategy 1: Focus

efforts on funding infrastructure for OHM, Action 1: Submit Grant Proposals for infrastructure at OHM
- Chino Valley General Plan 2013, Economic Development Element, Goal 1: Enhance Local Business and Create a Sustainable Economy

Satisfaction of "Policy"

- Strategic Plan: The subject grant program is specified in the Strategic Plan as a source of funding for infrastructure improvements in OHM

Summary of Issues and Staff Rational

The eastern end of Old Home Manor is well situated for commercial and industrial development purposes; however, a lack of utility infrastructure (sewer, water, natural gas) has stymied development in the area. Staff has been working diligently with ACA and the Economic Development Administration (EDA) to design a project that will provide infrastructure to the area, as well as an additional ingress/egress via East Road 4 North.

The purpose of the Rural Economic Development Grant (REDG) program is to provide funding to rural communities for economic development purposes. Qualifying projects must demonstrate that the expenditure of grant dollars will lead to job growth in small towns throughout Arizona. If successful, staff recommends leveraging the dollars awarded as match for the proposed EDA Economic Development Assistance Program application in October.

Findings of Fact

- Staff finds that the proposed project falls within the parameters of the ACA's REDG program
- Funds awarded will be used to leverage additional funding for the Federal EDAP grant, which is a qualifying use of the funds and a qualifying source of match dollars

- Staff finds that submittal of this application will fulfill Action 1: Submit Grant Proposals for infrastructure at OHM, Strategy 1 of Objective A: Develop CV Industrial and Commercial Development Plan, Key Result Area 2: Sustainable Economic and Community Development of the Chino Valley Strategic Plan.
- Staff finds that submittal of this application will advance Goal 1 of the Economic Development Element of the Chino Valley General Plan 2013: Enhance Local Business and Create a Sustainable Economy.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available: $90,000

Funding Source:

Matching funds will be budgeted for upon receipt of the Grant.

Attachments

Resolution 14-1045

Match Commitment Letter

RESOLUTION NO. 14-1045

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE ARIZONA COMMERCE AUTHORITY FOR A RURAL ECONOMIC DEVELOPMENT GRANT WHICH MAY INCLUDE AN APPLICATION TO THE FEDERAL ECONOMIC DEVELOPMENT AUTHORITY FOR AN ECONOMIC DEVELOPMENT ASSISTANCE GRANT RELATED TO CERTAIN SEWER AND WATER INFRASTRUCTURE IMPROVEMENTS AT OLD HOME MANOR, AUTHORIZING EXECUTION OF DOCUMENTS NEEDED FOR THE APPLICATION, AND AGREEING TO ACCEPT AND MAINTAIN THE IMPROVEMENTS THAT ARE CONSTRUCTED AND INSTALLED WITH GRANT FUNDS

WHEREAS, the Town Council of the Town of Chino Valley desires to improve the economy of the community by creating jobs through economic development; and

WHEREAS, the Town Council has determined that the property located in what is known as Old Home Manor would be an ideal location for development of certain industrial and commercial uses; and

WHEREAS, sewer and water infrastructure, which is currently not available, is imperative in order to attract industrial and commercial users to the Old Home Manor property; and

WHEREAS, the Town Council has determined that installation of water and sewer infrastructure in extensions of the Jerome Junction and Tree Farm Road rights-of-way is necessary for development of Old Home Manor for industrial and commercial uses; and

WHEREAS, the Arizona Commerce Authority and U. S. Economic Development Authority offer funding to rural communities like Chino Valley through economic development grants; and

WHEREAS, the Town of Chino Valley intends to install water and sewer infrastructure within the extensions of Tree Farm Road and Jerome Junction with grant funds and, upon final acceptance by the Town Engineer, to maintain said infrastructure in perpetuity;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona,

1. That it hereby authorizes submission of a grant application to the Arizona Commerce Authority for an economic development grant for the purpose of water and

sewer infrastructure improvements to facilitate economic development of Old Home Manor; and

2. That it authorizes the Mayor and, in the Mayor's absence the Vice Mayor, to execute all documents to reasonably necessary for submission of the grant application; and

3. That it agrees to construct said improvements if the funding is made available and, upon final acceptance of the improvements by the Town Engineer, to accept the improvements and maintain them in perpetuity.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that is any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of September, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1045 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

September 9, 2014

Arizona Commerce Authority
333 N. Central Avenue, suite 1900
Phoenix, AZ 85004

RE: Rural Economic Development Grant

To Whom It May Concern:

The Town of Chino Valley stands ready to commit up to $90,000 to serve as a 10% match for funds awarded to the Town through the above referenced grant program.

The funds can become immediately available upon award, and will originate in the Town's Capital Improvement Plan (CIP) fund. On June 24, 2004, Town Council approved Resolution 04-711, which authorizes the use of certain tax receipts to finance capital improvement projects. Specifically, the Resolution authorizes expenditures for the purposes of acquiring and expanding water facilities as well as sewer extensions. Further, the Resolution authorizes use of the funds to provide local grant match funds for infrastructure improvements.

Like many communities throughout Arizona, Chino Valley has been hard hit by the recession. While other areas are beginning to emerge from the economic downturn, the Town's growth is stymied by a lack of available infrastructure. By committing itself to this program and the required match, the Town can now begin to engage in economic development activities that will offer employment opportunities that are more resilient in the face of an ever-changing economy.

Sincerely,

Chris Marley
Mayor, Town of Chino Valley

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	09/09/2014
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	NA

AGENDA ITEM TITLE:

Consideration and possible action to approve Funding Agreement with the Arizona Department of Housing, in the amount of $275,000, for the Owner Occupied Housing Rehabilitation Program.

RECOMMENDED ACTION:

Authorize the Mayor to sign all documents necessary related to the execution of the Funding Agreement with the Arizona Department of Housing for the Owner Occupied Housing Rehabilitation Program, and authorize staff to take all actions necessary to complete the obligations set forth in the Funding Agreement.

SITUATION AND ANALYSIS:

Issue Statement

Staff applied for HOME and State Housing Funds to facilitate rehabilitation of substandard housing in the Town of Chino Valley. Staff was notified on Monday, August 18, 2014 that the application had received full funding. The next step is to accept the Funding Agreement so that staff can initiate the program in the community.

Applicable "Policy"

- Unified Development Ordinance (UDO), Chapter 1, Administration and Procedures, Section 1.2 Purpose
- UDO Chapter 6 Property Maintenance
- Adopted Building Codes

Satisfaction of "Policy"

- UDO 1.2 Purpose: Among other things, the stated purpose of the UDO is to "…otherwise promote the health, safety, convenience, and general welfare of the citizens of Chino Valley, Arizona." By accepting the terms of the contract, Council will enable staff to further promote health and safety in the community by rehabilitating homes that have fallen into disrepair and represent a heath and/or safety issue in the community.

- UDO Chapter 6 Property Maintenance: As with Section 1.2 of the UDO, the purpose of the Property Maintenance code is to "…promote the health, safety, and welfare of the citizens of Chino Valley by establishing minimum property maintenance standards to eliminate those conditions that contribute to blight and deterioration." Funds made available to the qualified low to moderate income households participating in this program will help alleviate the deterioration of homes that contribute to blight.

Findings of Fact

- Staff finds that approving the Funding Agreement with ADOH will enable the Town to initiate this project, which will benefit the neediest households in our community with home repairs, and benefit the Town as a whole by eliminating health/safety issues, blight, and degradation of the housing stock.

Other Pertinent Documents Available Upon Request:

Hard and soft copies of the Funding Agreement are available from the Clerk's office.

Fiscal Impact

Fiscal Impact?: NO

If Yes, Budget Code:

Available:

Funding Source:

Arizona Department of Housing

Attachments

Draft Boilerplate Funding Agreement

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- ☐ A Scope of Work
- ☐ B Performance Report/Schedule of Completion
- ☐ C Budget
- ☐ D Request for Payment Form
- ☐ E Special Conditions of the Agreement
- ☐ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☐ G Authorizing Resolution(s)
- ☐ H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

AGREEMENT NO.
TERMINATION DATE

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND

FOR

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 587 of the McKinney-Vento Homeless Assistance Act 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

and

(Entity)

An Arizona SELECT **("Recipient"**) DUNS # , located at

Street

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $_____ in the following type of funds to Recipient in accordance with this Agreement.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F**; (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook***; (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from COC requires** adherence to 24 CFR Part 587 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the ***Scope of Work*** hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the ***Scope of Work***.

Revisions to the ***Scope of Work*** that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the ***Scope of Work*** require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised ***Scope of Work*** attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME or HTF**. Recipient must submit a ***Bimonthly Performance Report*** attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☐ **All OTHER projects funded with HOME, HTF and CDBG**. Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from COC.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit ***Annual Progress Report (APR)*** data from HMIS to ADOH, no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

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7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **All OTHER projects funded with HOME, HTF and CDBG**. Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion and Performance Report*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH ***Request for Payment*** form hereby incorporated into this Agreement and attached as **Attachment D**. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the ***Scope of Work* (Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by

ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** (**Attachment A**) and the ***Schedule of Completion*** (**Attachment B**) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. **ADOH** may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the ***Scope of Work*** (**Attachment A**) or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A**, **Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6,** hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;

(e) Recapture funds and terminate contract;

(f) Withhold future ADOH grant awards from all sources; or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, COC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity;

Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.
Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or Co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

Entity

Attention (if applicable)

Mailing Address

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	**Typed Name Of Recipient** **RECIPIENT**
BY:____________________	BY: ____________________
Michael Trailor	**Typed Name**
TITLE: Director	TITLE: ____________________
DATE:____________________	DATE: ____________________

ATTACHMENT A

SCOPE OF WORK

Replace this page with actual Scope of Work

ATTACHMENT B

SCHEDULE OF COMPLETION AND PERFORMANCE REPORT

Replace the page with actual Schedule of Completion and Performance Report

ATTACHMENT C

BUDGET

Replace this page with actual Budget

ATTACHMENT D

REQUEST FOR PAYMENT FORM

Replace this page with actual Payment Request form

ATTACHMENT E

SPECIAL CONDITIONS OF THE AGREEMENT

Replace this page with actual Special Conditions of the Agreement

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I or TITLE II ASSISTANCE

Replace this page with Attachment F for Title 1 (CDBG) or Title II (HOME) projects. Not applicable for COC or HOPWA projects

ATTACHMENT G

RESOLUTION AUTHORIZING FUNDING REQUEST

FOR CDBG ONLY: Replace this page with copy of Resolution to apply for funding

ATTACHMENT H
State Housing Fund Agreement
Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

§ 92.2 Definitions.

- An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.

§ 92.205 Eligible activities: General.

- After project completion, the number of units designated as HOME- assisted may be reduced only in accordance with § 92.210, except that in a project consisting of all HOME- assisted units, one unit may be subsequently converted to an on-site manager's unit if ADOH determines that the conversion will contribute to the stability or effectiveness of the housing and that, notwithstanding the loss of one HOME-assisted unit, the costs charged to the HOME program do not exceed the actual costs of the HOME- assisted units and do not exceed the subsidy limit in § 92.250(b).

§ 92.214 Prohibited activities and fees.

- Project owners are prohibited from charging fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that rental project owners may charge the following fees with ADOH approval, if such fees are also allowable under all other sources of project financing:
  (i) Reasonable application fees to prospective tenants;
  (ii) Parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and
  (iii) Fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.
- Annual rent increases must be approved by ADOH through the Annual Compliance Report.

§ 92.252 Qualification as affordable housing: Rental housing.

- If the housing unit is not occupied by eligible tenants within six months following the date of project completion, ADOH will require the Recipient to submit marketing information and, if appropriate, submit a marketing plan.
- ADOH will require the Recipient to repay HOME funds invested in any housing unit that has not been rented to eligible tenants 18 months after the date of project completion.
- The Recipient must engage a qualified professional, as defined in the SHF Program Summary & Application Guide, to prepare a utility allowance schedule based upon the energy consumption model (Treas. Reg. § 1.42-10(b)(4)(ii)(E)) for utilities and services (excluding telephone) and submit an updated utility allowance schedule annually with the Annual Compliance Report. The qualified professional must not be related to the building owner, property manager, or any other entities owned or controlled by these parties within the meaning of I.R.C. §267(b) or §707(b). All rent

increases require ADOH approval. The Recipient must submit its proposed rents for the upcoming year annually for approval by ADOH with the Annual Compliance Report.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. d.**

Meeting Date:	09/09/2014
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Leasing Services Proposal from NB: AZ Public Financial Services, a Division of Zions First National Bank and Affiliate of National Bank of Arizona and Lease Purchase Agreement; and approve Resolution No. 14-1042 authorizing the Mayor to execute the Agreement and all related documents necessary to the consummation of the transactions contemplated by the Agreement.

RECOMMENDED ACTION:

Approve the Leasing Services Proposal from NB: AZ Public Financial Services and Lease Purchase Agreement; and approve Resolution No. 14-1042.

SITUATION AND ANALYSIS:

The Town of Chino Valley issued a Request for Proposal for Leasing Services. Three responses to the RFP were received.

After reviewing the responses with the Finance Committee on July 15, 2014, it is staff recommendation to award the contract to NB AZ Public Financial Services, a Division of Zions First National Bank and Affiliate of National Bank of Arizona.

The funding will be used to acquire the equipment detailing in the adopted budget for fiscal year 2014/2015.

Council will approve the acquisition of each individual piece of equipment and purchase agreements for each item separately from this Leasing Services Agreement. The Town will finance the acquisitions for 5 years at 1.93% interest pursuant to this Leasing Services Agreement.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: Various
Available: $765,000

Funding Source:
The Town Budgeted for the acquisition of various pieces of equipment through lease purchase.

Attachments

Resolution 14-1042
Lease Agreement
Lease Purchase Summary
Final Equipment Summary

RESOLUTION NO. 14-1042

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE FORM OF THE EQUIPMENT LEASE PURCHASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK AND AUTHORIZING ALL ACTIONS NECESSARY TO EXECUTE THE AGREEMENT

WHEREAS, the Town Council of the Town of Chino Valley has determined that the Town is in need of several vehicles and that in order to purchase said vehicles, a lease purchase agreement is the most financially viable means of acquisition and payment; and

WHEREAS, pursuant to its Procurement Policies, the Town issued its Request for Proposals for Lease Purchase Finance Services with a closing date of June 30, 2014; and

WHEREAS, based on the evaluation standards set forth in the Request for Proposals, the Town Council has determined Zions First National Bank to be the successful proposer; and

WHEREAS, the Town Council has reviewed the Equipment Lease Purchase Agreement (the “Agreement”), attached hereto as Exhibit 1, and has found the terms and conditions set forth therein to be acceptable to the Town,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that

1. The terms of the Agreement are in the best interests of the Town for leasing the vehicles described therein; and

2. The Mayor is hereby authorized to execute and deliver the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement for and on behalf of the Town; and

3. The officers of the Town are hereby authorized and directed to fulfill all obligations set forth in the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of September, 2014.

____
Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1042 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:
1. Lease Purchase Agreement

NATIONAL BANK OF ARIZONA

June 30, 2014

Mr. Joe Duffy
Finance Director
Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

Re: Lease Purchase Financing- Approx. $765,000.00

Dear Mr. Duffy:

On behalf of NB I AZ Public Financial Services, a Division of Zions First National Bank and Affiliate of National Bank of Arizona, we are pleased to respond to the Town of Chino Valley's request for financing. We have the capacity and experience to meet your financing needs.

Lender Information:

Arizona Contact:

Lee Davis, Managing Director
NB I AZ Public Financial Services
A Division of Zions First National Bank
1119 West Southern Avenue
Mesa, Arizona 85210
Lee.davis@nbarizona.com
480.756.7122 (office)
602.402.8202 (cellular)

Lessor:

Zions First National Bank
One South Main Street, Ste. 1700
Salt Lake City, Utah 84133

Proposal Structure:

Purpose:	Purchase of Various Pieces of Equipment (see EXHIBIT A)
Structure:	Lease Purchase
Amount:	Approx. $765,000.00
Bank Qualified:	Yes
Termination Fee:	No pre-payment penalty for partial or full early payoff
Payments:	Level quarterly
Security:	Lienholder on Title

Pricing:

Interest Rate:

Term: 5-years: 1.93%

Legal Requirements:

Borrower shall execute or have executed the following documents provided by Zions Bank:

Lease Agreement
Resolution of Governing Body
Issuer's Opinion
IRS Form 8038-G
Wire Transfer Instructions

Expiration of Proposal: Rates quoted above good through September 30, 2014

If you should have any questions or would like to discuss in further details, please call.

Sincerely,

Doug Lindberg
Vice President/Commercial Banker
National Bank of Arizona

Exhibit A

Equipment list for the Town of Chino Valley to purchase during the 2014/2015 fiscal year.

Town of Chino Valley Capital Equipment Fund - Lease Purchase Summary Fiscal year ending June 30, 2015	
Equipment	**Proposed Budget FY 14/15**
2014 John Deere 410 Backhoe	$180,000
2014 John Deere 544K Loader	$200,000
2014/15 Ford 550 with 11' Dump	$55,000
2014/15 Ford Police Interceptor (4)	$140,000
Outfitting Police Cars	$40,000
10 Wheel Dump Truck	$150,000
Total	**$765,000**

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of (date), 2014, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and the Town of Chino Valley ("Lessee") a body corporate and politic existing under the laws of the State of Arizona. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

(i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;

(ii) Invoice of the Vendor of such item of Equipment; and

(iii) Delivery and Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II
Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"Business Day" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Arizona are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"Equipment" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"Lessee" shall mean the Town of Chino Valley.

"Lessor" shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

"Option Purchase Price" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"Original Term" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Principal Outstanding" means the remaining unpaid principal outstanding under this Lease as specified on Exhibit "C" attached hereto.

"Renewal Terms" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

"Rental Payment Date" means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit "C" attached hereto.

"Rental Payments" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"Term" or *"Term of this Lease"* shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"Vendor" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

________ the date this Lease is executed.

________ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

________ the date the Vendor receives full payment for the Equipment from Lessor.

___X___ (date), 2014.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation.* This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be automatically extended 5 (five) successive additional periods of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein;

(d) the expiration of the Term of this Lease; or

(e) this contract is subject to and cancellable pursuant to ARS Section 38-511, but only if and to the extent that section is by its terms applicable to this Purchase Agreement.

Section 3.4 *Return of Equipment upon Termination.* Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

(a) By delivering the Equipment to Lessor at Lessee's principal place of business; or

(b) By loading the Equipment at Lessee's cost and expense, on Town such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest.* The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold.* Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee under the laws of the Constitution of the State of Arizona. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after (date), 2014, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, and Warranties of Lessee and Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Arizona.

(b) Lessee is authorized by the Constitution and laws of the State of Arizona to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.

(c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.

(d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."

(e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.

(f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with the respect to the Equipment.

(g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

(j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

(1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;

(2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;

(3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;

(4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.

(k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to the date hereof.

(m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.

(n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease

(q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

(a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.

(b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events of Default and Remedies

Section 7.1 *Events of Default Defined*. The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default.* Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages.* With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment of Taxes, Fees, Permits, and Utility Services

Section 8.1 *Interpretation.* This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees.* Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits.* Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electriTown, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, and Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, and Damage to or Destruction of the Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self-insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self–insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self–insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee.* Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor.* The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee.* If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses.* All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

(a) if to Lessee, at the Town of Chino Valley, 202 North State Route 89, Chino Valley, Arizona 86323, Attention: Mr. Joe Duffy, Finance Director.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment.* All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver.* No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Arizona.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set–off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax–exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax–exempt interest. Lessee reasonably anticipates that the total amount of tax–exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed $10,000,000.

Section 11.17 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "F," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A ....Description Of Equipment
Exhibit B... Resolution of Governing Body
Exhibit C...Payment Schedule
Exhibit D ....Opinion of Lessee's Counsel
Exhibit E...Delivery and Acceptance Certificate
Exhibit F... Security Documents

Executed this _____ day of _________________, 2014.

Lessor:

Zions First National Bank

By ____

Title_________________________

Lessee:

The Town of Chino Valley

By ____

Title_____________________________

EXHIBIT A

Description of Equipment

Quantity	Description/Serial Numbers
1	2014 John Deere 410 Backhoe Vin #______________________________
1	2014 John Deere 544K Loader Vin #______________________________
1	2014/15 Ford 550 with 11' Dump Vin #______________________________
4	2014/15 Ford Police Interceptor Vin #______________________________
1	10 Wheel Dump Truck Vin #___________________________________

____

Initials of Lessee Signatory

EXHIBIT B

RESOLUTION NO. 14-1042

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE FORM OF THE EQUIPMENT LEASE PURCHASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK AND AUTHORIZING ALL ACTIONS NECESSARY TO EXECUTE THE AGREEMENT

WHEREAS, the Town Council of the Town of Chino Valley has determined that the Town is in need of several vehicles and that in order to purchase said vehicles, a lease purchase agreement is the most financially viable means of acquisition and payment; and

WHEREAS, pursuant to its Procurement Policies, the Town issued its Request for Proposals for Lease Purchase Finance Services with a closing date of June 30, 2014; and

WHEREAS, based on the evaluation standards set forth in the Request for Proposals, the Town Council has determined Zions First National Bank to be the successful proposer; and

WHEREAS, the Town Council has reviewed the Equipment Lease Purchase Agreement (the “Agreement”), attached hereto as Exhibit 1, and has found the terms and conditions set forth therein to be acceptable to the Town,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that

1. The terms of the Agreement are in the best interests of the Town for leasing the vehicles described therein; and

2. The Mayor is hereby authorized to execute and deliver the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement for and on behalf of the Town; and

3. The officers of the Town are hereby authorized and directed to fulfill all obligations set forth in the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of September, 2014.

____

Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1042 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:
1. Lease Purchase Agreement

EXHIBIT C

Payment Schedule

Lessee: The Town of Chino Valley

Date of Lease: (date), 2014

Amount Due: $765,000

1. Interest has been computed at the rate of 2.53% per annum. Interest shall accrue from the Commencement Date.

2. Rental payments shall be due _________ commencing ________. The payments set forth on the attached debt service schedule shall be due on the ___ day of each _______ up to and including ___________.

3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

____

Initials of Lessee Signatory

EXHIBIT D

Opinion of Lessee's Counsel

(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street, 17th Floor
Salt Lake City, Utah 84111

Gentlemen:

As counsel for the Town of Chino Valley ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated (date), 2014, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Arizona.

2. The Lease has been duly authorized, executed, and delivered by Lessee.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.

5. The Lease is in accordance with and does not violate the usury statutes of the State of Arizona, if any.

6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

____

Attorney for Lessee

EXHIBIT E

Delivery and Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned the Town of Chino Valley ("Lessee"), and Zions First National Bank ("Lessor"), dated (date), 2014, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capaTown, functioning or other characteristics of the Equipment.

4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

_______________________________ By: _______________________________

Witness (Authorized Signature)

____

(Print name and title)

Date: _______________________________

EXHIBIT F

Security Documents

[Attach Security Documents here]

Town of Chino Valley						
Request for Proposals						
Lease Purchase Summary						
Company	**Proposal Complete**	**Total Amount**		**Interest Rate**	**Term Years**	**Payments**
Municipal Leasing Consultants	Yes	$	765,000	2.967%	5	Annual
7 Old Town Lane						
Grand Isle, Vt 05458-2325						
Renee M. Piche						
802-372-8435						
Wells Fargo	No - Only submitted 1 copy					
100 W Washington Street	RFP requested 5 year terms					
Phoenix, Az 85003	Lease 1	$	435,000	2.370%	5	Semi Annual
Ron Thurman	Lease 2	$	330,000	1.900%	3	Semi Annual
858-242-7791						
NB | AZ Public Financial Services	Yes	$	765,000	1.930%	5	Quarterly
a Division of Zions First Nation Bank						
201 N. Montezuma Street, Suite 100						
Prescott, Arizona 86301						
Doug Lindbert						
928-708-6926						

Town of Chino Valley
Capital Equipment Fund - Lease Purchase Summary
Fiscal Year Ending June 30, 2015

Equipment	Proposed Budget FY 14/15	Actual Purchase Price	Budget Less Actual
2014 John Deere 410 Backhoe	180,000.00	107,898.66	72,101.34
2014 John Deere 544K Loader	200,000.00	166,503.38	33,496.62
2014/15 Ford 550 with 11' Dump	55,000.00	111,512.50	(56,512.50)
2014/15 Ford Police Interceptor (4)	140,000.00	115,473.60	24,526.40
Outfitting Police Cars	40,000.00	33,574.90	6,425.10
10 Wheel Dump Truck	150,000.00	180,000.00	(30,000.00)
Total	**765,000.00**	**714,963.04**	**50,036.96**

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. e.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of four Ford Police Interceptors from Berge Ford in an amount not to exceed $115,473.60 ($28,868.40 each,) outfit three police interceptors for a total amount not to exceed $33,574.90 ($11,191.63 each), two Ford 550 trucks from Berge Ford in an amount not to exceed $111,512.50 ($55,756.25 each,) one John Deere 544K front end loader from RDO Equipment Company in an amount not to exceed $166,503.38, and one 410K backhoe from RDO Equipment in an amount not to exceed $107,898.66 and one 10-Wheel Dump Truck from Vanguard Trucking Center in an amount not to exceed $180,000 for a combined total of $714,963.04, all financed through a lease/purchase agreement with Zions First National Bank.

RECOMMENDED ACTION:

Move to approve the purchase of four Ford Police Interceptors from Berge Ford in an amount not to exceed $115,473.60 ($28,868.40 each,), outfit three police interceptors for a total amount not to exceed $33,574.90 ($11,191.63 each), two Ford 550 trucks from Berge Ford in an amount not to exceed $111,512.50 ($55,756.25 each) one John Deere 544K front end loader from RDO Equipment Company in an amount not to exceed $166,503.38, and one 410K backhoe from RDO Equipment in an amount not to exceed $107,898.66 and one 10-Wheel Dump Truck from Vanguard Trucking Center in an amount not to exceed $180,000 for a combined total of $714,963.04, all financed through a lease/purchase agreement with Zions First National Bank.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	Various
Available:	715,000.00

Funding Source:

Funds to come from Lease Purchase Agreement with Zions First National Bank

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Attachments

Staff Report
Berge Ford - CV Coop Purch Agmt
Berge Ford Agreement with Pinal County
Price Quotes - RDO & Berge
Creative Comm-CV Coop Purch Agmt
Creative - Police Car Equipment
Creative - Phx Accept Offer
Creative-Phx IFB
Creative-Phx Contract Amdt
Creative - Phx Price list
RDO-CV Coop Purch Agmt
RDO - Cooperative Purchase Agreement
RDO Agreement with Minnesota
RDO Agreement with Minnesota
RDO Minn Special Terms & Conditions
RDO Minn General Terms
Vanguard Truck - CV Coop Purch Agmt
Vanguard Agreement

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

As has been explained throughout the entire budget process, the Town is not adequately replacing equipment and vehicles. The Public Works Department's 1994 frontend loader has reached a state where metal shavings have been found in the transmission and engine. In addition, the failing hydraulic systems require that they be completely rebuilt. Cost estimates to repair this equipment are in excess of $100,000.00. Several police vehicles are in excess of 140,000 miles and are in need of being replaced. The Town's sole back hoe is shared by both Public Works and Utilities. The workload between these two departments has reached a point where scheduling repairs on the water and sewer system are put off until such a time that an opening in the Public Works schedule appears. The Public Works Department does not have an adequate heavy duty truck to perform patching of the roadways. The Parks Department lawn mower is currently towed to the various facilities by Public Works equipment because their previous heavy duty vehicle became unusable because of significant engine and transmission failures as well as the vehicle was in excess of 200,000 miles and more than 25 years old. The Public Works Department is down to one 10-wheel dump truck. The second 10-wheeled dump truck is being cannibalized for parts to keep the first truck up and running.

The finance department has developed a financing package for the acquisition of some vehicles and equipment that are sorely needed. This package is funded in the current FY 14/15 budget. As vehicle and equipment suppliers near the end of the current fiscal year stocks begin to dwindle for 2014 models while they prepare to receive 2015 models. In addition, the current state and county bids will expire at the end of this fiscal year and will need to be rebid.

The Town can place orders from current supplies of existing vehicles and equipment and put off receiving, and being invoiced for, the vehicles and equipment until the new fiscal year. Recently the Finance Department has secured financing for the acquisition of equipment identified in this year's budget. Through the efforts of the Town by "tagging" specific equipment, will allowed for the supplier to hold vehicles and equipment from existing stockpiles, and 2014 prices. The list of four (4) police vehicles (one to be used as an administrative vehicle,) two (20) 550 dumps, frontend loader, back hoe, and a 10-wheel dump truck are the most important vehicles and equipment that is needed immediately. Public Works has requested an additional 550 truck to be used as a heavy duty truck for patch materials for roadways in addition to what the Council has already approved through the budget process.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- Administration's goal is to replace capital equipment and assets efficiently when replacement is warranted. Further, the Administration strives to develop a schedule for and budget to such expenditures to eliminate 'surprise' expenditures which can, because of the nature of the equipment and assets, be expensive and burdensome to the organization. The Administration, through the development of a capital improvement program that spans multiple years, endeavors to provide as much lead and planning time possible for the organization to maintain and replace such assets.

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- The introduction of the lease purchase program, and the capital improvement schedule in the coming year's budget is the Administration's first step to assure that it's policy towards capital equipment and asset replacement/maintenance is executed.

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

Currently, the Town has significant vehicle and equipment needs. Important equipment to perform the required job tasks are far beyond the recommended service life or are completely inoperable. Many existing police units exceed the maximum mileage that is recommended. The current frontend loader has been found to have metal in both its transmission and engine, and a complete rebuild of the hydraulic system is warranted. Workloads for the Public Works Department and Utilities Departments have reached the point where it is no longer possible maintain routine schedules for the Town's sole back hoe without significant delays in performing the required repairs. The Public Works Department does not have a heavy duty patch truck necessary to carry a sufficient amount of patch material. The Parks Department does not possess a vehicle that they can use to tow the Town's lawn mower around to the various fields. This task is performed by Public Works crews. The Public Works Department does not have an adequate heavy duty truck to perform patching of the roadways. The Public Works Department is down to one 10-wheel dump truck. The second 10-wheeled dump truck is being cannibalized for parts to keep the first truck up and running.

The Finance Department has included in the 2014/15 budget the necessary financing for vehicle's and equipment and has been approved in an earlier item on the July 22nd agenda. Dealers are currently holding tagged or vehicles and equipment for the Town awaiting the approval of this item for purchase. The vehicles and equipment are 2015 models at 2014 prices.

The following is a summary of the requested equipment to be purchased:

Equipment	Price
From RDO Equipment:	
2014 John Deere 410 Backhoe	$107,898.66
2014 John Deere 544K Loader	$166,503.38
From Berge Ford:	
2014/15 Ford 550 with 11' Dump (2)	$55,756.25 ea. ($111,512.50 Total)

2014/14 Ford Police Interceptor (4)	$28,868.40 ea. ($115,473.60 Total)
Creative Communications:	
Outfitting Police Vehicles	33,574.90
From Vanguard Truck Center:	
2014/15 Mack 10-wheeled Dump	$180,000
Total	$714,963.04

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- N/A

AGREEMENT
TO PROVIDE SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. ______________

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Berge Ford, Inc., an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with Pima County to provide vehicle services, materials and/or equipment pursuant to Master Agreement No. B508299-BC (the Cooperative Purchasing Contract); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Town Code, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town of Chino Valley has entered into a Lease Purchase Agreement with Zions First National Bank related to the financing of the vehicle purchases set forth in this Cooperative Purchasing Contract.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following equipment:

1 2014/15 Ford F-550 Truck with 11' Dump
4 2014/ Utility Police Interceptors

as described in Line Item 13, Attachment B Ford Models of IFB 1100699 and Line Item 41 Attachment B Ford Models IFB1100699 Light Duty Vehicles and Trucks, respectively, of the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to Pima County shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Completion of Work. The Contractor shall complete delivery of the vehicles set forth in the Scope of Work on or before December 31, 2014.

3. Payment. The Contract Fee is $ 226,986.10. Payment to the Contractor for the equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Contract Term and Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2014, Town may terminate this contract by giving written notice to Contractor. Otherwise, the term of this Contract shall commence upon approval and continue through delivery of the vehicles and warranty period.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _______________, 2014.

TOWN OF CHINO VALLEY:

By: __________________________
Chris Marley, Mayor

CONTRACTOR:

By: _______________________
Title: ______________________

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: **Same**

Solicitation #:1100699

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (1 of 7 pages)

1. INTENT:

This document is intended to establish indefinite delivery/indefinite quantity purchase agreements to provide Pima County with Light Duty Vehicles & Trucks, all fuel types including, sedans, vans, sport utility vehicles, and pick-up trucks, in quantities as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. This bid consists of six (6) vehicle/truck manufacturers which are named on **Attachments A-F**. Each Attachment lists a specific manufacturer. Award will be made to one (1) respondent per manufacturer who has submitted the lowest Total Bid Amount for the vehicles & trucks identified for that manufacturer. All line items in each Attachment must be bid. The County also reserves the right to make multiple awards or to award by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to the County. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers models equal and similar to the models listed. Additional models will be provided to the County per pricing established under item **I. Pricing**, Page 7 (bottom page #) of this document. Attachments (by manufacturer) are as follows:

Attachment A – Chevrolet-GM
Attachment B – Ford
Attachment C – Dodge-Chrysler
Attachment D – Toyota
Attachment E – Hyundai
Attachment F - Nissan

This procurement as identified in the solicitation shall be restricted to the Pima County Fleet Services Department.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions, this Offer Agreement, and Attachments A-F,* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. Vendor certifies that they have one primary contact person available to Pima County.

Supplier shall maintain a factory authorized maintenance facility within the Tucson/Phoenix metropolitan areas (Service hours shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday excluding Pima County Legal Holidays) or have specific agreements in force with a third party to provide local maintenance. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support shall be submitted with the bid.

The Supplier certifies that they are competent, responsible and possess any licenses required by regulating agencies to provide the materials and services identified by this agreement and have manufacturers approved training & certification to sell and maintain vehicles purchased by the County.

Documents submitted **by Supplier** satisfying Minimum Qualification requirements:

MQ #	MQ Name	Title of MQ Documents Submitted	# of Pages
1	Local Authorized Maintenance facility	Any Ford Dealer	1

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

A. Minimum Specifications:

All vehicles bid and identified on **Attachments A-F** shall include the following minimum equipment:

1. All standard factory equipment
2. Automatic transmission – **all vehicles and trucks**
3. Four (4) keys per vehicle and (4) keyless entry fobs if equipped with the keyless entry feature.
4. Air conditioning (plus rear air conditioning on all passenger vans, if available, and full size SUV's)
5. Cloth seats – all seats
6. Full size spare tire and wheel to match O.E.M. on all trucks (except mini vans) **All spares are to be a standard size tire with lowest priced wheel offered.**
7. Anti slip differential for ¾ and 1 ton two wheel drive pickup trucks.
8. Skid plate package and anti slip differential (four wheel drive vehicles)
9. Maximum cooling package.
10. Mirrors – manufacturer's maximum **standard** size
11. Tinted Windows, Arizona legal requirement which is defined as 35% (light transmission) on the driver and passenger side windows and 20% on the rear side and rear windshield.
12. All weather mats
13. **All ½ ton trucks shall be the standard V8 offered. All trucks are to be bid as single rear wheel unless noted on specific truck description.**

B. Minimum Requirements:

1. All Vehicles shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards, and Arizona Department of Transportation regulations
2. All Vehicles offered shall be manufactured and/or assembled in the United States**, if applicable**.
3. All Vehicles shall be manufacturer's current model in production at time of delivery.
4. The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids.
5. The warranty period shall be the standard manufacturer warranty for both parts and labor. Any additional Powertrain Warranty shall be standard for the manufacturer. Warranty repair and/or replacement will be at no additional charge to Pima County. During the standard manufacturer warranty period towing the equipment to and from the repair facility will not be an additional charge to Pima County.
6. The following documents shall be provided to Pima County for each unit upon delivery: Operator's manuals
7. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement; Unless otherwise ordered in writing, the MSO shall show the owner /purchaser of the vehicle as: **Pima County Board of Supervisors, 1301 S. Mission Road, Tucson, AZ 85713.**
8. Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation installed by the manufacturer on equipment shall not be attached to any vehicle.
9. All vehicles offered in this bid must be equipped at minimum with an AM/FM radio.
10. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

C. Vehicle Optional Equipment

Optional equipment for vehicles identified on this solicitation and any additional vehicles that may be procured via this solicitation shall be offered to the County at Invoice list cost. The dealer's invoice shall be unaltered to include original pricing from the manufacturer. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. Note: all trucks listed on the pricing pages are listed as "Long Bed". Requests for a "Long Bed" are to be priced at invoice list cost. Dealers are to include a credit when Short bed trucks are purchased.

D. Warranty

Please describe the warranty offered by the manufacturer. Provide sufficient detail to describe the items covered and the terms of the warranty in miles and years. A comprehensive listing of all parts covered under warranty is also required. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects per the standard manufacturer warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to Pima County.

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (3 of 7 pages)

The written warranty shall be included with the delivered vehicles to the using agency. Vendors are requested to provide the County extended warranty package costs for all Hybrid vehicles. **Do not** include the extended warranty cost in the unit price for Hybrid vehicles identified on **Attachments A-F.** State the Hybrid extended warranty cost in the space provided.

E. Vehicle Service Requirements:
All delivered vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed to ensure that the units made ready for continuous operation per manufacturers specifications. Servicing shall include:

A. Complete Lubrication
B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
C. Vehicle shall have a minimum of 10 gallons of fuel.
D. Engine adjustment to proper operation condition.
E. Tire inflation to correct pressure.
F. Checking of all mechanical and electrical operations.
G. Checking for any appearance defects.
H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

F. Vehicle Deficiency Response
Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If a delivered vehicle is returned to the contractor prior to acceptance for any reason, an additional period of seven (7) calendar days shall be allowed for inspection when subsequent deliveries occur.

G. Product Discontinuance
The County may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues a product or model, the County at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the necessary documentation regarding the discontinued product, the authorized replacement, if applicable, pricing from manufacturer, and any other information County may need to authorize or deny substitution.

H. Alternative/ Flex Fuel Vehicles
County orders for Alternative fuel / Flex fuel vehicles shall be provided at the same cost as regular fuel vehicles. If engine or other option upgrades are required to provide Alternative/Flex fuel vehicles to the county, vendors shall add the invoice cost for all additions to the cost of the standard fuel vehicle bid. Alternative/Flex fuel vehicles should be noted as such under each specific vehicle on the Attachment page.

I. Pricing
Proposed Bid (contract) prices for models bid should be computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floor plan amounts) Plus factory to dealer destination charge, Plus/Minus the Bid Amount which consists of Manufacturer's bid assistance, other available concessions or incentives and dealer margin, Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed in this solicitation.

The total of above items shall be the proposed award price. This price shall be based on the vehicle being ordered from the factory. The contract price shall be firm for the award period, subject to the provisions in Phase II of the award.

J. Vehicle Awards Phase I and Phase II (including Purchases from Stock):
Pima County will have two-phase contracts for vehicles. The intent of the two-phase contract is to allow County contract coverage for a full twelve (12) month period. Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades, which may be purchased during the term of the contract, shall be priced at "Invoice" cost. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. The dealer's invoice shall be unaltered to include original pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (4 of 7 pages)

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency.

K. Vehicle Pricing – Phase II or Purchase from Stock
Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

Pima County has historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealers cost as shown on the dealer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power train combination plus any dealer acquisition costs and dealer added option costs. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

5. OFFER ACCEPTANCE AND ORDER RELEASES:
Offer(s) will be accepted and executed by the County by issue of a Blanket Contract and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by County by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision.

The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a County Purchase Order.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a County Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:
Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:
Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document. All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered.

Solicitation #:1100699

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (5 of 7 pages)

ALL Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are Net 30 from the date of valid invoice document and shall not commence until Supplier's Invoice is received and verified by County Financial Operations.

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Seller upon renewal of the agreement, Seller shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Seller to implement and actively conduct cost and price control activities, and in its request for price increases Seller shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: __-0-__% if payment tendered within net 30 Days as above

8. DELIVERY:
As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Solicitation #:1100699

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (6 of 7 pages)

Delivery will be made in accordance with the Purchase Order and to the location(s) referenced on the Purchase Orders. Each site will have standing orders. Changes to the standing orders must be processed and delivered by the bidder within 24 hours after notification of the change. The notification time will be the County fax or email sent date and time.

Delivery location: Pima County Fleet Services, 1301 S. Mission Road, Tucson, Az., 85713.

If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:
Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, **surcharges**, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS
Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 1100699 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:
None Required

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:
Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
#1	10/19/10				

13. SCRUTINIZED BUSINESS OPERATIONS
"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE certified as defined by the solicitations '*Instruction To Bidders*"? Yes ☐ No ☒ (Select one)

If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

THIS SECTION INTENTIONALLY LEFT BLANK

Solicitation #:1100699

OFFER AGREEMENT: LIGHT DUTY VEHICLES & TRUCKS (7 of 7 pages)

15. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: Berge Ford

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 460 E Auto Center Drive

CITY/STATE/ZIP: Mesa, AZ 85204

REMIT TO ADDRESS: same

CITY/STATE/ZIP:

CONTACT PERSON NAME/TITLE: Richard Lewis

PHONE: 480 497-7548 **FAX:** 480 497-7529

CONTACT PERSON EMAIL ADDRESS: rlewis@bergeford.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED: rlewis@bergeford.com

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: same

CITY, STATE, ZIP:

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: DATE: 10/22/2010

Richard Lewis, Fleet Government Sales Manager

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 480 497-7548 rlewis@bergeford.com

480-
221
9249

Investment Proposal for:
TOWN OF CHINO VALLEY
1982 N VOSS DR
201
CHINO VALLEY, AZ 863237630
Phone: (928) 636-7140
Fax: (928) 636-0894

Rick Levine
1091 Commerce St
Prescott, AZ 86305
Phone: (928) 776-8300
Mobile: (928) 379-0707
Fax: (928) 776-1255

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. Rick

Equipment: NEW 2014 JOHN DEERE 410K

Key Features

02U0T	410K BACKHOE LOADER	1095	4.5L ENGINE-EPA IT4
1700	JD LINK NA	2085	ULTIMATE CAB
2401	DECALS ENGLISH	3085	MFWD (4WD) LIMITED SLIP
4891	FIRESTONE21LX24 12.5/80-18	5075	EXTENDABLE 5 FNC
5225	2 LEVER CONTROLS	5400	LESS COUPLER
5658	24" SEVERE DTY BKT(7.5 CUFT)	7025	2 FNC LOADER
7655	1.5 CY LG LIP BKT	8485	1250LB FRONT COUNTERWEIGHT
8675	DUAL BATTERY, 300 MIN RESERV	9080	ENGINE COOLANT HEATER (100W)
9110	RIDE CONTROL	9505	FULL MFWD GUARD

Serial Number

TBD (0 Approximated Hours) — Equipment Price $99,583.44

Warranty Information

John Deere / Full Extended / 600 Months / 60 Hours / $200.00 Deductible — $0.00

PROPOSAL SUMMARY

Equipment Total	$99,583.44
Sub Total	$99,583.44
Estimated sales tax to apply (AZYV AZ PRESCOTT 8.35%)	$8,315.22
Total Investment	**$107,898.66**

Rick Levine

RDO EQUIPMENT CO.
rlevine@rdoequipment.com

This proposal was created on April 3, 2014 and is valid until May 3, 2014 and is subject to prior sale. After that date the quote and terms in the proposal may need to be revised

D652157 C7140003

Investment Proposal for:
TOWN OF CHINO VALLEY
1982 N VOSS DR
201
CHINO VALLEY, AZ 863237630
Phone: (928) 636-7140
Fax: (928) 636-0894

RDO EQUIPMENT CO.

Rick Levine
1091 Commerce St
Prescott, AZ 86305
Phone: (928) 776-8300
Mobile: (928) 379-0707
Fax: (928) 776-1255

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. Rick

Equipment: NEW 2014 JOHN DEERE 544K

Key Features

7640T	544K 4WD LOADER
0914	IT4 ENGINE
1110	TRANSMISSION WO AX DISC
1310	MUFFLER WITH BLACK EXHAUST
1520	REVERSE FAN DRIVE
1700	JD LINK ULTIMATE NA 3YR
2010	STD ZB BOOM W STD LINKAGE
2220	SEAT, CLOTH W AIR SUSPENSION
2510	RIDE CONTROL SYSTEM
3046	AXLE,STD REAR & HYD FRONT
4421	20.5R25 1 STAR L3 MI-3PC RIM
7120	HD LED MARKER/TURN LIGHTS
8310	OUTSIDE MIRRORS
8450	AC CHARGE
9015	ENGINE BLOCK HEATER
9065	AXLE COOLER
9125	SINGLE BEACON BRACKET
9225	08 AMP CONVERTER-1 PLUG
9430	BOTTOM GUARDS
0810	STANDARD GATHERING GROUP
1010	STD 544K LOADER
1215	130AMP ALTERNATOR
1430	AIR INTAKE W PRECLEANER
1610	FUEL TANK W STD FILTER
1915	STEERING CYLINDERS NG
2120	CONVENTIONAL STEERING
2424	2 FN VLVE/JYSTK/STRG CLM FNR
2605	ENGLISH DECALS
3120	AXLE MANUAL DIFF LOCK
5530	STD FRT FNDRS/R PLATFORM
8220	CAST HITCH
8422	CAB WITH AIR
8740	3YD-105.9IN.(2690MM)BKT
9050	WHEEL SPIN CONTROL SYSTEM
9105	RADIO, AM/FM/WB
9140	FIRE EXTINGUISHER
9420	TRANSMISSION GUARDS
9450	LEVEL 1 SOUND PACKAGE

Serial Number

TBD (0 Approximated Hours)

Equipment Price $153,671.78

Warranty Information

John Deere / Full Extended / 84 Months / 7500 Hours / $200.00 Deductible

$0.00

This proposal was created on March 20, 2014 and is valid until April 20, 2014 and is subject to prior sale. After that date the quote and terms in the proposal may need to be revised.

D647097 C7140003

PROPOSAL SUMMARY

Equipment Total	$153,671.78
Sub Total	$153,671.78
Estimated sales tax to apply (AZYV AZ PRESCOTT 8.35%)	$12,831.59
Total Investment	**$166,503.38**

Rick Levine

RDO EQUIPMENT CO.
rlevine@rdoequipment.com

This proposal was created on March 20, 2014 and is valid until April 20, 2014 and is subject to prior sale. After that date the quote and terms in the proposal may need to be revised.

BERGE FORD

460 East Auto Center Drive
Mesa, Arizona 85204
480-497-1111

Richard Lewis
Government Fleet Sales Manager
Phone: 480-497-7548
Fax: 480-497-7594
rlewis@bergeford.com

Theresa Worthen
Assistant Government Fleet Sales
Phone: 480-497-7544
tworthen@bergeford.com

Date: 3-6-2014

Customer: Town of Chino Valley

Vehicle Description: ~~2014~~ F-550 4x2 Reg. Cab 165" WB 84" CA with 11' Dump
2015-

Pima County Contract No.B508299-BC Line Item 47 Phase 2

	BASE BID PRICE:	41,476.00 -
	UPGRADE OPTIONS	
1	11' Dump from A.S.H. Quote No.	10,119.79
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Base Bid Price w/Options:	$51,595.79
	Tire Tax:	$7.00
	Sales Tax (8.05%)	$4,153.46
	Ford Extended Service Plan	
	Transportation Fee F.O.B. MESA	

TOTAL DELIVERED PRICE	$55,756.25 -

Notes:

Quality since 1941
ASH AUTO SAFETY HOUSE
TOTAL FLEET SOLUTIONS

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
(800) 352-5355
FAX: (602) 278-3916
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
(800) 717-1601
FAX: (520) 294-3223
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
(800) 816-3619
FAX: (928) 524-2594
PHONE: (928) 524-3582

EIN 86-0960895

REMIT TO: Auto Safety House
2630 W Buckeye Rd
Phoenix, AZ 85009

INVOICE DATE	
06-Mar-14	
INVOICE NO.	PAGE
QUOTE	1
CUSTOMER NO.	BRANCH
12725	1

SOLD TO: BERGE FORD
ATTN:PAYABLES
460 E AUTO CENTER DR
MESA AZ 85204

SHIP TO: BERGE FORD

460 E AUTO CENTER DR
MESA AZ 85204

TERMS: NET - NO DISCOUNT, PAYABLE 10th of MONTH FOLLOWING PURCHASE
Min 15% Restocking Fee on ALL Returns, No Returns on Special Orders, No returns after 30 days, No Returns without Invoice

CUSTOMER P.O.	R/S ORDER NO.		
	218710	(480) 497-1111	37 256/937

PRICE / PER | EXTENSION

```
          R/O STATUS: Q  QUOTE            PRINT JOB TOTALS: Y
               TERMS: (00) NET DUE 30 DAYS
     Contact Name:          CRAIG         Contact Phone:
     Estimate #:                          Promise Date/Time:     QUOTE
            EXPIRES: 03/21/2014
     ***********************************************************
     *********************MAIL DUPLICATE**********************
JOB#01  05 010 04  DUMP BODIES AND BEDS
        ALTERNATE ACCOUNTING: 65 (Y) - TRUCK EQUIPMENT
     FURNISH AND INSTALL A 11' DRW CRYSTEEL DUMP BED WITH
     A CAB GUARD, DOUBLE ACTING TAILGATE, SOLID SIDES,
     TAPERED HEADBOARD, ALL LEGAL LIGHTS, FUEL SPOUTS,
     MUD FLAPS, AND PAINTED WIHTE.
  1 CY  1622894        LB510E/SA E        $3112.66     2000.00EA*    2000.00
  1 EE  FUEL           FUEL SPOUTS ETC.     $60.00       30.00EA       30.00
  1 EE  MISC           MISC MATERIALS      $120.00       95.00EA       95.00
  1 EE  MUD FLAPS      MISC-MUD FLAPS      $100.00       50.00EA       50.00
  1 PA  RH-B9791GAL    OXFORD FORD WHITE   $140.59       99.36EA       99.36
                       TRK EQUIP PAINT SALES                          182.60
  1 CY  1626640        11' RIGID        $5300.01 BIL   4416.75EA*    4416.75
                                     MISC SUBTOTAL                    182.60
                                     PARTS SUBTOTAL                  6691.11
   *  15.00 HOURS                    LABOR SUBTOTAL                  1230.00
                                     SHOP SUPPLIES                     86.10
                                     ** JOB SUBTOTAL                 8189.81
JOB#02  05 011 04  MISC MATERIAL
        ALTERNATE ACCOUNTING: 65 (Y) - TRUCK EQUIPMENT
     FURNISH AND INSTALL A BUTT PLATE RECIEVER HITCH AND
     7 WAY RV SOCKET.
     WE WILL ALSO ADD A PINTLE COMBO
  1 BY  RT25812        12" RECEIVER TUBE    $32.95       21.15EA       21.15
  2 BY  B40I           DRING/BRACKET 5/8X4.25 $9.99       5.94EA       11.88
                       EQUIP STEEL SALES                              207.50
  1 PO  12-703         7 WAY SOCKET         $11.99        7.99EA        7.99
  1 HH  BH-200RN51     PINTLE HOOK,DUPLEX H $104.99      91.49EA       91.49
  1 BY  PM87           PINTLE MOUNT, 4 HOLE  $70.57      45.29EA       45.29
  1 BY  HP6253WC       PIN 5/8IN HITCH  WITH  $2.78       1.78EA        1.78
  1 BY  8520           HDW BAG-KIT G8(4)EA HH $7.18       4.61EA        4.61
                                     MISC SUBTOTAL                    207.50
                                     PARTS SUBTOTAL                   184.19
   *   3.50 HOURS                    LABOR SUBTOTAL                   287.00
```

MISC	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			*	*CONTINUED*

CUSTOMER SIGNATURE

Quality since 1941
ASH
AUTO SAFETY HOUSE
TOTAL FLEET SOLUTIONS

PHOENIX
2630 W. BUCKEYE RD.
PHOENIX, AZ 85009
(800) 352-5355
FAX: (602) 278-3916
PHONE: (602) 269-9721

TUCSON
1402 E. BENSON HWY.
TUCSON, AZ 85714
(800) 717-1601
FAX: (520) 294-3223
PHONE: (520) 889-9551

HOLBROOK
840 S. HIGHWAY 77
HOLBROOK, AZ 86025
(800) 816-3619
FAX: (928) 524-2594
PHONE: (928) 524-3582

EIN 86-0960895

INVOICE DATE	
06-Mar-14	
INVOICE NO.	PAGE
QUOTE	2
CUSTOMER NO.	BRANCH
12725	1

REMIT TO:
Auto Safety House
2630 W Buckeye Rd
Phoenix, AZ 85009

SOLD TO:
BERGE FORD
ATTN:PAYABLES
460 E AUTO CENTER DR
MESA AZ 85204

SHIP TO:
BERGE FORD

460 E AUTO CENTER DR
MESA AZ 85204

TERMS: NET - NO DISCOUNT, PAYABLE 10th of MONTH FOLLOWING PURCHASE
Min 15% Restocking Fee on ALL Returns, No Returns on Special Orders, No returns after 30 days, No Returns without Invoice

CUSTOMER P.O.	R/S ORDER NO.		
	218710	(480) 497-1111	37 256/937

PRICE / PER | EXTENSION

```
                              SHOP SUPPLIES                          20.09
                           ** JOB SUBTOTAL                          698.78
JOB#03  05 011 04  MISC MATERIAL
        ALTERNATE ACCOUNTING: 65 (Y) - TRUCK EQUIPMENT
     FURNISH AND INSTALL A PULL TARP MANUAL SYSTEM WITH TARP.
   1 PU  S8-93          SYSTEM           $1727.50     863.99EA      863.99
   1 PU  BM-14-88       BLACK MESH TARP   $207.50     103.99EA      103.99
                              PARTS SUBTOTAL                        967.98
    *   3.00 HOURS            LABOR SUBTOTAL                        246.00
                              SHOP SUPPLIES                          17.22
                           ** JOB SUBTOTAL                         1231.20

                         *TOTAL PARTS:                             7843.28
                         *TOTAL LABOR:                             1763.00
                         *TOTAL OTHER:                              390.10
                         *TOTAL SHOP SUPPLIES:                      123.41
     ***********************************************************************
     PLEASE NOTE: AUTO SAFETY HOUSE WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT
                  OR MATERIAL LEFT OVER 15 DAYS, THANK YOU!
     ***********************************************************************
```

MISC	SUB TOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
	10119.79	RESALE AZ	0.00	10119.79

CUSTOMER SIGNATURE

```
CNGP530                    VEHICLE ORDER CONFIRMATION           03/06/14 14:50:33
==>                                                              Dealer: F71175
                           2014 F-SERIES SD                        Page: 1 of 2
Order No: 8585   Priority: B4  Ord FIN: KA595  Order Type: 5B Price Level: 420
Ord PEP:  660A Cust/Flt Name: CHINO VALLEY        PO Number:
                    RETAIL   DLR INV                           RETAIL   DLR INV
F5G  F550 4X2 CHAS/C $35645 $32882.00       TELE TT MIR-PWR
     165" WHEELBASE                    17F  XL DECOR PKG          NC        NC
Z1   OXFORD WHITE                           LESS TPMS
1    CLTH 40/20/40    100     85.00    425  50 STATE EMISS        NC        NC
S    STEEL                                  SPARE TIRE/WHLQ      350    299.00
660A PREF EQUIP PKG                    52B  BRAKE CONTROLLR      230    196.00
     .XL TRIM                          61J  JACK                  NC        NC
572  .AIR CONDITIONER  NC        NC    62R  TRANS PTO PROV       280    239.00
99T  6.7L V8 DIESEL   7965   6791.00
44W  6-SPEED AUTO      190    162.00   TOTAL BASE AND OPTIONS 48960   43855.10
TFB  .225 BSW AS 19.5                  TOTAL                  48960   43855.10
X8L  4.88 LTD SLIP     360    308.00   *THIS IS NOT AN INVOICE*
68M  PAYLD PLUS UPGR  1155    985.00
     19500# GVWR PKG                   * MORE ORDER INFO NEXT PAGE *
90L  PWR EQUIP GROUP   895    763.00                F8=Next
F1=Help               F2=Return to Order            F3/F12=Veh Ord Menu
F4=Submit             F5=Add to Library
S006 - MORE DATA IS AVAILABLE.                                        QC203051
```

```
CNGP530                   VEHICLE ORDER CONFIRMATION            03/06/14 14:50:43
==>                                                                Dealer: F71175
                              2014 F-SERIES SD                        Page: 2 of 2
Order No: 8585    Priority: B4  Ord FIN: KA595  Order Type: 5B Price Level: 420
Ord PEP:  660A Cust/Flt Name: CHINO VALLEY        PO Number:
                     RETAIL   DLR INV                           RETAIL   DLR INV
63B  CLN IDLE DECAL      NC        NC
65Z  AFT AXLE TANK       NC        NC
67D  XTR HVY DTY ALT     NC        NC
     AUX AUDIO INPUT
96V  XL VALUE PKG       595    507.00
     .CRUISE CONTROL
     .AMFM/CD/CLK
     SP FLT ACCT CR         (596.00)
     FUEL CHARGE             39.10
     DEST AND DELIV    1195   1195.00

TOTAL BASE AND OPTIONS 48960  43855.10
TOTAL                  48960  43855.10
*THIS IS NOT AN INVOICE*
                                                     F7=Prev
F1=Help               F2=Return to Order             F3/F12=Veh Ord Menu
F4=Submit             F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                                QC203051
```

BERGE FORD

460 East Auto Center Drive
Mesa, Arizona 85204
480-497-1111

Richard Lewis
Government Fleet Sales Manager
Phone: 480-497-7548
Fax: 480-497-7594
rlewis@bergeford.com

Theresa Worthen
Assistant Government Fleet Sales
Phone: 480-497-7544
tworthen@bergeford.com

Date: 4-30-2014
Customer: Town of Chino Valley
Vehicle Description: 2015 Utility Police Interceptor

Pima County Contract No. B508299-BC Lime Item 13

	BASE BID PRICE:	$25,834.00 -
	UPGRADE OPTIONS	
1	6 KEYS INCLUDED	N/C
2		
3	43D DARK CAR FEATURE	17.00
4	17T RED/WHITE DOME LAMPS CARGE AREA	45.00
5	51R DRIVER SPOT LIGHT	345.00
6	76D DEFLECTOR PLATE	292.00
7	59B KEY CODE	45.00
8	NOISE SUPPRESSION	87.00
9	68G INOPERABLE REAR	30.00
10	18W INOPERABLE REAR WINDOWS	18.00
	Base Bid Price w/Options:	$26,713.00
	Tire Tax:	$5.00
	Sales Tax (8.05%)	$2,150.40
	Ford Extended Service Plan	
	Transportation Fee F.O.B. MESA	

TOTAL DELIVERED PRICE	$28,868.40 -

Notes: Pricing includes 6 keys

CNGP530 VEHICLE ORDER CONFIRMATION 04/30/14 15:32:50

==> Dealer: F71175

2015 EXPLORER 4-DOOR Page: 1 of 1

Order No: 8585 Priority: G2 Ord FIN: QA595 Order Type: 5B Price Level: 515

Ord Code: 500A Cust/Flt Name: CHINO VALLEY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	$30185	$28450.00	76D	DEFLECTOR PLATE	$335	$292.00
	.112.6" WB				FLEX FUEL		
YZ	OXFORD WHITE				SP DLR ACCT ADJ		(1250.00)
9	CLTH BKTS/VNL R				SP FLT ACCT CR		(389.00)
W	BLACK INTERIOR				FUEL CHARGE		10.80
500A	EQUIP GRP			B4A	NET INV FLT OPT	NC	7.00
99R	.3.7L V6 TIVCT	NC	NC		DEST AND DELIV	895	895.00
44C	.6-SPD AUTO TRAN	NC	NC	TOTAL	BASE AND OPTIONS	32100	28614.80
17T	CARGO DOME LAMP	50	45.00	TOTAL		32100	28614.80
18W	RR WINDOW DEL	35	30.00	*THIS IS NOT AN INVOICE*			
43D	COURTESY DISABL	20	17.00				
51R	DRV LED SPT LMP	395	345.00				
59B	KEY CODE 1284X	50	45.00				
60R	NOISE SUPPRESS	100	87.00				
68G	RR DR/LK INOP	35	30.00				

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC203051

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. ______________

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Creative Communications Sales and Rentals, Inc., an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with the City of Phoenix to provide police vehicle up-fitting services, materials and/or equipment pursuant to Contract No. P10014-14 (the Cooperative Purchasing Contract); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town Manager has determined that bidding this item separately is unlikely to result in a lower purchase price.

D. The Town of Chino Valley has entered into a Lease Purchase Agreement with Zions First National Bank related to the financing of the up-fitting of vehicles set forth in this Cooperative Purchasing Contract and purchase of vehicles in related contracts.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment:

Up-fitting three (3) police vehicles

as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to the City of Phoenix shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work on or before December 31, 2014.

3. Payment. The Contract Fee is $ 33,574.90. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Contract Term and Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2014, Town may terminate this contract by giving written notice to Contractor.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish the Town with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _______________, 2014.

TOWN OF CHINO VALLEY:	CONTRACTOR:
By: ___________________________	By: ________________________
Chris Marley, Mayor	Title: ______________________

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: Same

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

CREATIVE COMMUNICATIONS
3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
Phone: 602-955-8405
Fax: 602-955-1049

QUOTE 0080047241

DATE: 05/22/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 16048

Bill To: CHINO VALLEY POLICE DEPARTMENT
1020 PALOMINO ROAD
CHINO VALLEY AZ 86323

Ship To: CHINO VALLEY POLICE DEPARTMENT
1020 PALOMINO ROAD
CHINO VALLEY AZ 86323

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		CITY OF PHOENIX CONTRACT PRICING		
3.00	BK0534ITU12	PB400 VS ALUM BUMPER FULL 12-14 INTERCEPTOR UTILITY	246.75	740.25
3.00	ENFSGS3D	nFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING 12 LED, RED/WHITE	86.68	260.04
3.00	ENFSGS3E	nFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING 12 LED, BLUE/WHITE	86.68	260.04
3.00	VALR44S-AZDPS	VALOR, 44" LIGHT BAR, AZ DPS PACKAGE SSP2000,ES100 AND ESB-U	2,300.00	6,900.00
6.00	EL3SNB	BLUE -LED3 MINI MOUNT LIGHT W 18" OF 3 WIRE SHIELDED CABLE	36.96	221.76
6.00	EL3SNR	RED - LED3 MINI MOUNT LIGHT W 18" OF 3 WIRE SHIELDED CABLE	36.96	221.76

(Continued on Page 2)

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SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	EL3SNBRK2LPV	LED3 - DUAL VERTICAL LICENSE PLATE BRACKET	8.80	26.40
3.00	DPSCC-UV-L-18	UV-SPECIFIC VERTICAL CONSOLE 12" ON SLOPE , 6" ON LEVEL , 18" OF FACE PLATE MOUNTING,	204.75	614.25
3.00	DPSAC-INBHG	4" INTL BEV. HOLDER W/FINGERS	26.00	78.00
3.00	DPSAC-FDUV-MNT	UV CONSOLE FLOOR PLATE	.00	.00
9.00	DPSL3-AP1SET	DC OUTLET PLUG W/BLACK CAP	6.50	58.50
3.00	ETFBSSN-P	FLASHBACK REAR FLASHER ALTERNATING, 2.4FPS	32.56	97.68
3.00	475-0455	PHX PD DUAL GUN RACK W/ HIGH SECURITY COVER	276.00	828.00
3.00	ECVDMLTST4	INTERIOR CARGO / DOME LIGHT FLUSH SURFACE MOUNT 5" X 3" - WHITE	15.12	45.36
6.00	DPSAC-MIC-Z	MIC CLIP PLATE ASSEMBLIES, HEIGHT ADJUSTABLE	6.50	39.00
3.00	DPSWG-FDUV-DS	WINDOW GUARD W/VERTICAL BARS	78.00	234.00
3.00	DPSWG-FDUV-PS	WINDOW GUARD W/VERTICAL BARS	78.00	234.00

(Continued on Page 3)

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Page: 3

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	DPSDP-FDUV-DS	STEEL DOOR PANELS	71.50	214.50
3.00	DPSDP-FDUV-PS	STEEL DOOR PANELS	71.50	214.50
3.00	475-0153	CV TRUNK ORGANIZER - HINGED	189.00	567.00
		TOP - 12 SECTIONS - ADJUSTABLE		
3.00	FP-MXTL2500	7.03 x 2.03 x 1 3" FP XTL2500	.00	.00
		& 5000 REMOTE		
3.00	DPSFP-PLATINUM	FP 4" FED SIG SS3000 PLATINUM	.00	.00
3.00	DPSFP-AP12-3	FP 2" PLATE/3 DC OUTLET HOLES	.00	.00
3.00	DPSFP-BLNK2	FP 2" BLANK	.00	.00
3.00	DPSFP-BLNK3	FP 3" BLANK	.00	.00
120.00	MRINS	MAKE READY INSTALL LABOR	50.00	6,000.00
3.00	*GRAPHICINS	GRAPHICS INSTALL	125.00	375.00
		PRICING BASED ON QUOTE		
1.00	*GRAPHICKIT	GRAPHIC KIT	400.00	400.00
		PRICING BASED ON QUOTE		
3.00	C-UNV-POW	UNIVERSAL POWER SUPPLY	248.99	746.97
		PHOENIX SPEC		
3.00	MRCB150	150A RESET CIRCUIT BREAKER	26.00	78.00
3.00	5201	POWER TAMER VS	65.00	195.00

(Continued on Page 4)

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Page: 4

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	V23132A2001B200	V23132A2001B200 SUPER RELAY KIT, 130AMP 12VDC, RELAY 1PC #282080-1 2POS REC	41.25	123.75
3.00	PS-FDUV-OS	PLASTIC SEAT & BELT SYSTEM W/ HARDWARE	525.41	1,576.23
3.00	PS-FDUV-MNT	SEAT MOUNTING SYSTEM	243.75	731.25
3.00	TP-FDUV-R	REAR PARTITION W/ MOUNTING KIT FOR FORD INTERCEPTOR UTILITY	162.50	487.50
3.00	TP-US-SS-TROY10	SLIDING WINDOW PARTITION WITH DIAMOND-PUNCH COVER PLATE INCLUDES 2-SAB-FDUV-BB	460.41	1,381.23
3.00	KP-UV-DAP-SS-N	BIG BOY LOWER KICK PANEL	92.04	276.12
3.00	AP85/18/GPSS119	CELL/PCS/GPS ANTENNA, COLOR WHITE, ADHESIVE MOUNT, TNC CONNECTORS. STD LENGTH 15FT	101.25	303.75
3.00	LARNMOKHFUD25	25' RG58 CABLE W/ NMO MOUNT NO CONNECTOR (OR USE PART # 429700)	13.99	41.97
3.00	LARNMO150450800	TRI-BAND 2.14DB ANT, NMO MOUNT	22.50	67.50

(Continued on Page 5)

CREATIVE COMMUNICATIONS
3332 E. Broadway Road, Suite 101
Phoenix, AZ 85040
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Fax: 602-955-1049

QUOTE 0080047241

DATE: 05/22/14

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 16048

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CHINO VALLEY AZ 86323

Page: 5

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
PSC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		150-165/450-470/806-940MHZ		
3.00	CM-SDMT-SA-LED	SIDE-CMP MNT, SWING ARM FOR LEDCO/HAVIS, KODIAK/JOTTO DESK DOCKING STATION	292.50	877.50
3.00	450-4103	CF31 INTELLIGENT DOCKING STATION - w/DUAL WIRELESS PASS-THROUGH	699.99	2,099.97
3.00	AC-ARMMNT-90	CONSOLE ARM REST, ADJUSTABLE BOLTS TO CONSOLE (5x10 PAD), FOLDS UP & DOWN	94.25	282.75
3.00	AOI-US2FLM	PASSENGER SIDE AIRBAG CONTROL FORD EXPLORER PI UTILITY	232.00	696.00
6.00	MPS600-RB	6-LED SURFACE MOUNT LIGHTHEAD, RED/BLUE	72.00	432.00

SUBTOTA	29,027.53
SALES T	1,879.45
TOTAL	30,906.98

Each $10,302.33

Quotation prepared by:

SP Name: PATRICK CASTELLI
Phone#:
Email:

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: ______________________

	SECTION V - SUBMITTAL	**CITY OF PHOENIX** **Procurement Division** **251 W. Washington Street** **8th Floor** **Phoenix, AZ 85003** **Phone: (602) 262-7181**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon this solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. P1OO14-14 The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

City Clerk	**CITY OF PHOENIX**, a municipal corporation David Cavazos, City Manager James Scarboro, Deputy Finance Director
Approved as to form this 14 day of September, 2006 This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	Awarded this 13th day of NOVEMBER, 2013.

CITY CLERK DEPT.
2013 NOV 12 PM 3:18

CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 14-002 (EK)

POLICE VEHICLE UP-FITTING

- REQUIREMENTS CONTRACT-

CONTACT PERSON
Elizabeth Kellim
Sr. Buyer
602-262-4753
Elizabeth.Kellim@phoenix.gov

Alternate Contact:
Mary Hammer
Purchasing Manager
602-262-7793
Mary.Hammer@phoenix.gov

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- Schedule of Events
- Obtaining a Copy of the Solicitation and Addenda
- Preparation of Bid
- Addenda
- Licenses
- Certification
- Submission of Bid
- Withdrawal of Offer
- Bid Results
- Award of Contract
- City's Right to Disqualify for Conflict of Interest
- Offeror's Compliance with Health, Environmental and Safety Requirements
- Solicitation Transparency Policy
- Protest and Appeals Process

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- Definition of Key Words Used in the Solicitation
- Contract Interpretation
- Contract Administration and Operation
- Costs and Payments
- Contract Changes
- Risk of Loss and Liability
- Warranties
- City's Contractual Rights
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	SECTION I - INSTRUCTIONS	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

☐ 1. All forms have been signed. All of Section V, Submittals, is included.

☐ 2. The prices offered have been reviewed.

☐ 3. The price extensions and totals have been checked.

☐ 4. Any required drawings or descriptive literature have been included.

☐ 5. The delivery information block has been completed.

☐ 6. If required, the amount of the bid surety has been checked and the surety has been included.

☐ 7. Review the insurance requirements, if any, to assure you are in compliance.

☐ 8. The specified number of copies of your offer has been included.

☐ 9. Any addenda have been signed and are included.

☐ 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.

☐ 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.

	SECTION I - INSTRUCTIONS	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

1. **INTRODUCTION**
The City of Phoenix invites sealed bids for **Police Vehicle Up-fitting** for City/Public Agencies owned vehicles for a one-year period commencing upon Council approval, in accordance with the specifications and provisions contained herein.

The Contractor shall supply their related products and accessories.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. **SOLICITATION NOTICE**
A notice of this solicitation was issued via the City's Vendor Management System (http://bizopps.phoenix.gov) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

A. 928-04 Accessories (Not Otherwise Classified) Maintenance and Repair
B. 928-12 Ambulance and Rescue Vehicles Maintenance and Repair Services (Incl. Major Components and Accessory Items0
C. 928-15 Automobile and Other Passenger Vehicles Maint. and Repair (Not Otherwise Classified)
D. 928-27 Communications Systems Maintenance and Repair, Vehicle (Including Installation and Removal Services)
E. 928-33 Customizing Services, Vehicle (Including Armoring of Vehicles; Handicapped and Van Conversions, etc.)

3. **SCHEDULE OF EVENTS**

Bid Due Date:	**<u>Friday, June 7, 2013 at 2:00 pm</u>** Local Arizona Time
Bid Submittal Location:	Calvin Goode Building City of Phoenix Finance Department Procurement Division 251 W. Washington Street, 8th Floor Phoenix, AZ 85003
Pre-bid Conference Date:	Wednesday, May 29, 2013 at 10:00 am Local Arizona Time
Pre-bid Location:	Fleet Services 2441 South 22nd Avenue Classroom Phoenix, AZ 85009

City reserves the right to change dates and/or locations as necessary.

4. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**
Interested offerors may download the complete solicitation and addenda from http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

5. PREPARATION OF BID

5.1. All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete as to the City's needs.

5.2. It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

5.3. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

5.4. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

5.5. Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

5.6. If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.

5.7. Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

5.8. Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html or by calling (602) 262-7181. The offeror shall acknowledge receipt of any and all addenda by signing and returning the document with the bid submittal.

7. LICENSES

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

9. SUBSTITUTION OF SPECIFIED ITEMS

Unless specified with "or equal", the Contractor shall supply and install the products, equipment and accessories as described in this Scope of Work with no exceptions. The Bidder may offer any item or process considered that is equal in every respect.

10. EVALUATION LITERATURE

Complete specifications, literature, illustrations, blueprints and/or photos of the proposed equipment shall be submitted with the bid. Bids submitted for products considered by the Bidder to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the product(s) offered. The City will review the Evaluation Literature submitted with the bid to determine whether the item is truly an equal. If, in the sole opinion of the City, the Evaluation Literature is not sufficient to determine equality, the substituted item will be determined to be not equal. The City's decision shall be final.

The bidder shall indicate on its submittal any variation between the equipment offered and the literature or specification sheets submitted. Any item or items not specifically mentioned shall not be interpreted as not being requested. These specifications are intended to set a minimum level of quality and/or suitability. All equipment supplied shall be new, unused current production models equipped as described in the manufacturer's published literature and specification sheets. All equipment and components listed as standard by the manufacturer for the model offered shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tools, kits, jacks, instruments etc. Optional equipment needed to meet the specifications shall also be supplied.

11. EQUIPMENT DEMONSTRATION

The City may, in its discretion, require a demonstration of the equipment or material offered as part of the evaluation process. The equipment or material shall be provided by the vendor at no cost to the City for the period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested.

12. OPTIONS, UPGRADES AND ACCESSORIES

As part of any response hereto, Contractor is expected to supply a complete listing of vehicle and/or related equipment, model upgrades, model downgrades, options, replacement parts, services, and accessories with offer. The listing may be provided or in such clearly indicated for ease of evaluation and clarity. Failure to submit a pricing listing of accessories, options, parts, services and etc. may result in offer being considered non-compliant. Additional non-manufacturer accessories, options or upgrades may be purchased anytime and must be priced at the documented dealer's cost with no additional profit.

13. REPLACEMENT PARTS AVAILABILITY

Submission of this bid constitutes a guarantee by the bidder that a stock of replacement parts for the specified equipment is locally available.

14. WARRANTY POLICY

Whole unit and component warranty terms must be specified when the bid is submitted. Any bid submitted without these terms will be deemed as non-responsive.

Deviations from the Administration Policy for the Warranty Policy (see Special Terms and Conditions) must be documented at the time of the submittal.

15. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

16. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

17. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the Procurement Division's website, http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids, an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

18. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

19. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

20. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours)

21. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the **Police Vehicle Up-fitting** for City/Public Agencies owned vehicles, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Elizabeth Kellim, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified**.

22. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html . Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which fund are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency
"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"FIS"	Federal Inspection Services.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"Offer"	Means bid or quotation.
"Regular Dealer"	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, 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 Contract shall forthwith be physically amended to make such insertion or correction.

2.3 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

A. Special terms and conditions
B. Standard terms and conditions

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C. Statement or scope of work
D. Specifications
E. Attachments
F. Exhibits
G. Instructions to Offerors
H. Other documents referenced or included in the Invitation for Bid.

2.4 **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.6 **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.7 **PAROLE EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 **RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2 **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

3.3 **CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this agreement is confidential, proprietary information owned by the City. Except as specifically provided in this agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying in information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/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 the Contractor in connection with this agreement is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. 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 shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this agreement.

3.4 **DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

3.5 **LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

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3.6 ADVERTISING: Contractor shall not advertise or publish new releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.

3.7 EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

3.8 OWNERSHIP OF INTELLECTUAL PROPERTY: Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.11 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12 IRAN AND SUDAN: Pursuant to A.R.S. §§ 35.391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35.391 and 35-393, in either Iran or Sudan.

3.13 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.14 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.15 STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

4.1 PAYMENT TERMS: The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.

4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4 **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5 **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6 **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7 **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.

4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

5.1 **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.

5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

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6. **RISK OF LOSS AND LIABILITY**

6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney’s fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

6.5 **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.6 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

7.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2 **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor’s warranty shall run to City, its successors, and assigns.

7.3 **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

7.4 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.

7.5 **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

7.6 **REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

7.7 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

8.1 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

8.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.

8.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

8.4 **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.

8.5 **DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.6 **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY): Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.

8.8 COST JUSTIFICATION: In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

9.3 CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. **FOB POINT**
Prices quoted shall be FOB Fleet Services, 2441 S. 22nd Avenue, Phoenix, Arizona 85009, delivered and unloaded.

2. **PRICE**
All prices submitted shall be firm and fixed for the initial one (1) year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written supporting documentation for the requested price increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Elizabeth Kellim, Finance Department – Procurement Division, 251 West Washington, 8th Floor, Phoenix, Arizona, 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid through a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.

3. **METHOD OF ORDERING (CONTRACT ORDER RELEASE)**
Individuals specifically authorized by the Deputy Finance Director, Purchasing Division, will place electronic (e-mail or City approved internet connectivity) orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of electronic order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.

4. **METHOD OF INVOICING (VENDOR INVOICE)**
Invoice must include the following:

A. City purchase order number, requisition number, or contract agreement number.
B. Items listed individually by the written description and part number.
C. Unit price, extended and totaled.
D. Quantity ordered, back ordered, and shipped.
E. Applicable tax.
F. Invoice number and date.
G. Requesting department name and "ship-to" address.
H. Payment terms.
I. FOB terms.

5. **METHOD OF PAYMENT (CONTRACT ORDER RELEASE)**
Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted against the contract release. Invoices must contain the CR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.

6. **INDEMNIFICATION:**
(VEHICLE-TRANSPORT-STORAGE-REPAIR)
Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for

Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

7. **INSURANCE REQUIREMENTS:**
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Garage Liability (General Liability) - Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

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

Garage-keepers Liability:

Each Auto	$100,000
Each Occurrence	$1,000,000

Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit	$1,000,000

The policy shall be endorsed to include Garage-keepers Liability coverage.

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).

Worker's Compensation and Employers' Liability
Workers' Compensation Statutory Employers' Liability

Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a Contractor or subcontractor is exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: purchasing.admin@phoenix.gov ; or sent by facsimile transmission to (602)-534-1933.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

8. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

Contractor agrees that all contractor and subcontractors' workers (collectively "Contractor's Worker(s))" that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at contractor's sole cost and expense as set forth in this section. The background screening provided by contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect contractor from any liabilities that may arise out of the contractor's services under this agreement or contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

BACKGROUND SCREENING REQUIREMENTS AND CRITERIA

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **Standard.**

1. **Minimum Risk Level**
   A minimum risk background screening shall be performed when the contract worker:
   (i) will not have direct access to City facilities or information systems; or
   (ii) will not work with vulnerable adults or children; or
   (iii) when access to City facilities is escorted by City's workers.
   The background screening for minimum risk shall consist of the screening required by A.R.S.§ 41-4401 and following to verify legal Arizona worker status.

2. **Standard Risk Level**
   A standard risk background screening shall be performed when the contract worker's work assignment will:
   (i) require a badge or key for access to City facilities; or
   (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
   (iii) allow unescorted access to City facilities during normal and non business hours.
   The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

3. **Maximum Risk Level**
   A maximum risk background screening shall be performed when the contract worker's work assignment will:
   (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
   (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
   (iii) have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or
   (iv) have access to private residences; or
   (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING
By executing this agreement, contractor certifies and warrants that contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, contractor further certifies and warrants that contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, contractor shall furnish to **Department Representative** for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until contractor has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS
Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY
The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

CONTINUNING DUTY; AUDIT
Contractor's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor's compliance with this section.

9. SECURITY INQUIRES
The City, in its sole discretion, reserves the right, but not the obligation to: (1) have an employee/prospective employee of the Contractor be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of any and all inquiries requested by the City.

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10. PARTIAL PAYMENTS

Partial payments are authorized on individual written purchase orders issued for this procurement. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

11. REPLACEMENT PARTS AVAILABILITY

Contractor guarantees that a stock of replacement parts for the specified equipment is locally available.

Captive parts must be available within forty-eight (48) hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight is required, the Contractor will assume all charges.

12. OPTION TO EXTEND

The City may, at its sole option, extend the period of this agreement up to four (4) additional year(s), in increments of up to one year.

13. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have three (3) calendar days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

14. PERFORMANCE INTERFERENCE

Contractor shall notify the Department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

15. HOURS OF WORK

All work under this contract shall be coordinated with the Department Representative. Any changes to the established schedule must have prior approval of the Department Representative.

City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non City Business Hours: 5:01 p.m. to 5:59 a.m., non regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their bid response.

16. DISCOUNT

All discounts quoted shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

17. CATALOGS AND/OR PUBLISHED PRICE LIST

All product catalogs shall be provided in either electronic or paper copy using properly identified, and dated as to issuance and effectiveness. Electronic copies of the catalogs are preferred. Accessory information will likewise be sufficiently detailed so as to cover all components and their individual parts that would be installed on the vehicle.

Electronic Copy – **Internet connectivity is preferred**. If not available via internet, either compact disc (CD), digital versatile disc (DVD) or electronic media will be accepted, formatted to City software. One (1) electronic copy each of the manufacturer book shall be supplied. The manufacturer's catalog number used for each accessory shall also be provided. Electronic copies shall be presented in a word or text searchable format acceptable by the City.

A release shall be provided allowing the City of Phoenix the rights to install electronic copies to the City's intranet website. Access to manufacturer's websites is acceptable in lieu of paper, CD, or DVD; however, access must be operable to the City during the term of agreement.

If only a printed format is available, a total of two (2) copies each of the manufacturer catalog shall be supplied and one (1) copy of the complete technical specifications, cut/tear sheets, brochures, pictures, drawing, etc. to be used by City for reference.

Revised Published Price Lists may be used as a means of price adjustment. However, all bids are to be firm for a period of ninety (90) days after the bid opening date; Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised catalog(s) shall be submitted to the City within twenty-four (24) hours of manufacturer effective date.

18. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

A. 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.

B. A breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

19. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Fleet Services Division prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) City working days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five (5) City working days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable items, correct the deficiencies and return the equipment following the corrections.

20. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, 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. 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.

21. PRICE CHANGES RELATED TO EQUIPMENT MODIFICATIONS

The Contract Specifications represent the most common configuration for equipment or products typically purchased under this agreement. Occasionally, changes may need to be made to the base unit for an individual department or cooperative agreement partner. The Contractor will quote these types of changes based on the base pricing established in this contract and the contract pricing options section for manufacturer’s options, dealer options or pass through pricing from a subcontractor.

A. MANUFACTURER'S OPTIONS

Manufacturer’s options can be added or deleted from the base unit and will be priced at a discount from list price or a cost plus pricing schedule as identified in this contract. Pricing of manufacturer's options shall be based on manufacturer’s published price sheet with option codes or descriptions listed for each item. If selecting a manufacturer option causes any other base specification to change, the Contractor must disclose this change with their price quote. Costs for such changes shall be added or credited in accordance with the appropriate contract pricing option.

B. DEALER OPTIONS or ADD ON

Dealer options shall be defined as those options that are installed at the Contractor’s location and are not typically available through the manufacturer but are approved by the manufacturer for installation. Because these options can come from a variety of sources, the pricing will be established using the cost plus pricing and labor rate identified in this contract. When options or add-ons are requested, the Contractor the shall provide a quote detailing shop labor hours, shop labor rate, and the part numbers and descriptions, dealer cost and contract price.

C. PASS THROUGH PRICING USING A SUB CONTRACTOR

If an order requires the contracted vendor to use a subcontractor to perform the work, the Contractor will pass that work to the City at pass through pricing.

22. PRODUCT DISCONTINUANCE

In the event that a product is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product and provide the following:

A. A formal announcement from the manufacturer that the product has been discontinued.

B. Documentation from the manufacturer that names the replacement product.

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product.

E. Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

23. VEHICLE IN SERVICE NOTIFICATION

Vehicles and installed accessories not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The Fleet Services Division shall notify the vendor in writing of the actual in service date. The in service date shall not be more than six (6) months after delivery of acceptable vehicles. Delayed warranty forms shall be provided with all vehicles.

24. VEHICLE DECALS

Decals or markings of any type pertaining to advertisement other than the manufacturer's name and model designation normally installed by the manufacturer shall not be attached to any vehicle.

25. COMMUNICATION IN ENGLISH

It is mandatory that the persons assigned to this contract be able to speak read and write in English in order to communicate with the ordering department.

26. COOPERATIVE AGREEMENT

In addition to the City of Phoenix and with approval of the Contractor, this agreement may be extended for use by other municipalities and government agencies of the State of Arizona. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, "S.A.V.E." listing and "ICPA". 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 (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall 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 of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

27. POST AWARD CONFERENCE

A. The recommended Contractor(s) may be required to participate in a Post Award Conference by the Finance Procurement personnel for the purpose of ensuring a complete understanding of the requirements.

B. Upon notification of an award, the Contractor(s) will have ten (10) business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Special Terms subsection Insurance Requirements of this solicitation. (Note: Insurance requirements are non-negotiable.)

If any of the above requirements are not met, the Contractor(s) submittal may be deemed to be in contract default. The City may pursue any remedies available to it through contract or by law.

	SECTION IV - SCOPE OF WORK	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

1. SCOPE

The Contractor shall supply and install products and accessories on City owned Chevrolet Impala and Chevrolet Tahoe police vehicles. Contractor shall also provide additional services as required under this contract. Typically, the City has between 45 and 70 units requiring up-fitting services each fiscal year with the majority of builds being patrol class (patrol, sergeant and lieutenant builds). The number and combinations of builds, as well as the number of Tahoe and Impala vehicles, will vary year to year. Products and services provided under this contract shall be on an “as needed” / “If needed” basis for a period of one (1) year beginning after City Council approval, according to the requirements contained herein.

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.

The Contractor shall provide current model vehicle factory/manufacturer standard equipment and accessories, services (warranty and non-warranty), preparation and delivery as required by this Contract. All installed items must meet or exceed the specifications stated herein. Any alterations will not be accepted.

2. SPECIFICATIONS

The Contractor shall select components that use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The Contractor shall not utilize any major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

The specifications, drawings and/or photographs associated with this Contract are intended to generally describe a complete installation. Any additional materials or labor required to complete the work as intended shall be provided by the Contractor, whether or not it has been detailed in these documents. No charges beyond those included in Bid submittal pricing are valid. Each build type listed is a master list of the most common items needed for each build and will be priced with individual line items and a total price for the build. The City reserves the right to delete or add items from the master list on an as needed basis. The individual line item prices for each build will be used to calculate the delete and add pricing for that item when necessary. The following are minimum requirements for this Contract.

2.1 GENERAL REQUIREMENTS

Contractor shall choose components and accomplish the work in accordance with the following:

2.1.1 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.

2.1.2 **WIRING LOCATIONS:** 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.

2.1.3 **EQUIPMENT, ACCESSORIES AND EMERGENCY LIGHTING:** Contractor shall ensure industrial grade materials are used in the construction and installation of the accessory and lighting equipment. All accessory and lighting equipment shall be covered by a minimum one (1) year parts and labor warranty on defects, materials and workmanship shall apply. The equipment shall be installed and in proper working order prior to delivery.

2.1.4 **WORK VOLUME AND STORAGE:** A minimum of ten (10) vehicles must be processed and delivered per week. If Contractor fails to provide finished units at ten (10) vehicles per week, liquidated damages will be applied. If less than 10 vehicles are released to the Contractor, then that amount must be delivered per week. Each start date begins when the Contractor picks up the vehicle from City. Contractor shall securely store each vehicle and equipment until the vehicles and equipment are completed and delivered to the City. The Contractor's storage yard shall be fully fenced and locked.

2.1.5 **VEHICLE DELIVERY SERVICE:** Contractor shall deliver all completed vehicles to the City of Phoenix, Fleet Services Division, Make Ready Shop facility located at 2441 S. 22nd Ave. Phoenix, AZ 85009, or any other city facility used to store police vehicles as requested by the City.

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Thursday, excluding holidays. To schedule an insure a delivery can be accepted call 602-534-2129 twenty-four (24) hours prior to delivery.

All towing and/or transportation charges required for the pick up and delivery of these vehicles to and from the City of Phoenix shall be included in the total price submitted.

2.2 REQUIREMENTS FOR POLICE VEHICLE EQUIPMENT AND ACCESSORIES FOR THE IMPALA AND TAHOE

The Contractor shall supply and install the items specified below. Each build type will contain different combinations of the items specified below and will be detailed on a separate build page.

2.2.1 **LIGHTS AND SIREN CONTROLLER:** One (1) Mfg: Federal Signal, Unitrol TouchMaster Delta, #UTMD-MB, siren controller with a plug-in PA microphone to include a horn ring circuit. Terminate power and ground wires from Unitrol with disconnect terminals, include service loop long enough to gain access to rear of siren unit with ease, for service after the fact.

2.2.2 **SIREN SPEAKER:** One (1) Mfg: Code 3®, #SL100, 100watt Slim Line™, or equal, mounted in the center of the push bar on top of the center bracket. . If line 2.2.6, "<u>Push Bar</u>" is not ordered, the siren speaker shall be mounted behind the grille utilizing the manufacturers' OEM vehicle specific mounting bracket. Terminate OEM siren wires with disconnect terminals, include service loop. Nylon lock nuts and/or lock washers on mounting hardware, ensure mounting bolts extend through nylon ring on lock nut.

2.2.3 **AIR BAG CONTROL SWITCH:** One (1) Mfg: AOI Electrical Inc, US2-GM, Air bag control ON/OFF switch with factory compliant connectors and shorting bars. The switch shall be mounted in an easy to reach location for the passenger. A warning label shall be applied to the passenger air bag dash cover.

2.2.4 **4-CORNER LIGHTING SYSTEM:** Each vehicle shall be equipped to operate the headlamps, tail lights, and back up lights independently when running Code 3. Headlamps shall alternate on-off on the high beams only. Tail lights and back up lights shall alternate flash red-white. When the brake pedal is depressed, the tail lamps shall go solid red and the back up lights stop flashing until the brake pedal is released.

2.2.5 **FORWARD FACING PUSH BAR LIGHTING:** Two (2) LED light heads, six (6) LED's minimum, one red and one blue with black bezels mounted on the push bar horizontally on either side of the siren speaker. If line 2.2.6, "Push Bar" is not ordered, both grille lights shall be mounted behind the grille utilizing the manufacturers' vehicle specific mounting bracket. Whelen® ION™ Series **or equal.** LED modules shall be installed to the correct orientation relative to the lens design.

2.2.6 **PUSH BAR:** One (1) Mfg: Go-Rhino Defender, **or equal**, push bumper without brush guards, air bag compatible to be mounted on either a Tahoe or an Impala.

2.2.7 **PUSH BAR SIDE LIGHTING:** Two (2) Mfg: Federal Signal IPX6 w/12 LED's, **or equal**, split red / blue, black bezel. Mounted vertically on each side of the push bar. LED modules must be installed to the correct orientation relative to the lens design.

2.2.8 **LIGHT BAR:**

a) Low Profile, 48" (inch) wide, full LED with a minimum of six (6) LED's per module. Six (6) modules facing front and six (6) facing rear not including the corner modules.
b) Front and forward facing corner modules shall have two (2) color capability, Red/White & Blue/White. The two (2) center modules shall be white take-downs.
c) Shall be compatible with the Federal Signal, Unitrol Touch Master Delta #UTMD-MB.
d) All forward facing modules shall be capable of going solid white for take-down.
e) Forward facing corner modules shall remain blue/red unless the alley lights are activated when they would go solid white.
f) Rear facing modules shall remain flashing red/blue and capable of being dimmed using auxiliary switch on the Unitrol controller.
g) All lenses shall be clear with wide angle light dispersion.
h) Complete light bar shall be UV protected.
i) Alley lights shall be manually activated using the light and siren controller only.

2.2.9 **WINDSHIELD LIGHTING:** One (1) Mfg: Code 3®, SuperVisor™ Thin Line (TL), #SV333, **or equal**, shall include the following specifications;

a) Ten (10) modules minimum [Eight (8) Forward Facing, Two (2) at 45° Angle] Three (3) diodes per module minimum. No Takedowns.
b) Black housing that prevents the lights from reflecting back into the driver eyes.

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2.2.10 TAHOE REAR QUARTER WINDOW LIGHTING: Two (2) LED modules per side mounted internally in black housings. One shall be flashing red/white and the other flashing blue/white. Whelen® ION™ series or equal. The lights shall be mounted away from the glass to avoid possible damage due to road vibration.

2.2.11 TAHOE EXTERIOR SIDE ASSIST STEP LIGHTING: Two (2) Mfg: Whelen® Vertex™, or equal, mounted on each side. Surface mounted in black bezels, one (1) red and one (1) blue. Location and flash pattern TBD.

2.2.12 TAHOE INTERIOR TAILGATE LIGHTING: One (1) Mfg: Able2 Products®, LED By The Inch, or equal,#11.8236.RAB, Dimensions: 1 3/8" (inch) High x 1 1/2" (inch) Deep x 36" (inch) Long, with a flexible black housing, [12” (inch) RED, 12” (inch) AMBER, 12” (inch) BLUE] shall include LED Flasher – Strobe Patterns, #11.1005SF, LEDs mounted horizontal at rear center to the headliner visible through the top of the tailgate window.

2.2.13 IMPALA LIGHTING: REAR DECK AND UNDER MIRROR

a) REAR-DECK: One (1) Mfg: Able2 Products®, LED By the Inch, #11.8236.RAB, Dimensions: 1 3/8" (inch) High x 1 1/2"in Deep x 36" (inch) Long, with a flexible black housing, [16” (inch) RED,16” (inch) BLUE] shall include LED Flasher. Alternating double flash, left/right. Light stick shall be mounted to the rear deck shielded so as not to reflect back into the car.

b) UNDER MIRROR OSRV: Sound Off Signal® Intersector™, **or equal**, mounted under both outside rear view mirrors. 180 degree lens mounted perpendicular to the car body. Color and flash pattern TBD. Activated with light bar.

2.2.14 DOME LIGHT: One (1) Mfg: SoundOff Signal® #ECVDMLTAL00, **or equal**, WHITE/RED all LED dome light, mounted centered above the driver and passenger with the ON/OFF switch in an easy to reach location for both the driver and passenger.

2.2.15 IMPALA HALF PARTITION: One (1) Mfg. Patriot Enterprises Inc., #PTS-9000-I, **or equal**, half partition that shall include the following specifications;

a) Bio seat, floor pan with drains, extended safety belts. Compatible with side curtain air bags.
b) Partition must be a no holes, no trim cut installation.
c) Fixed mounted, fully flexible side filler wings.
d) Scratch-resistant polycarbonate window with no holes.
e) Full powder coated finished 14-gauge steel.
f) Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the partition that would allow a detainee to reach into or hide evidence or contraband in the forward compartment.

2.2.16 FULL PARTITION: One (1) Mfg: Setina®, Bodyguard™ **or equal.** The Chevrolet Tahoe is Model 6-VS-RP and the Chevrolet Impala is Model 6-S-RP, full front partition that shall include the following specifications;

a) Compatible with side curtain air bags.
b) Partition shall be a no holes, no trim cut installation.
c) Fixed mounted, fully flexible side filler wings.
d) Scratch-resistant polycarbonate full length stationary window.
e) The Chevrolet Tahoe shall have no vent holes and the Chevrolet Impala shall have six (6) vent holes centered at the top.
f) Full powder coated finished 14-gauge steel.

g) Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the partition that would allow a detainee to reach into or hide evidence or contraband in the forward compartment.

2.2.17 PRISONER TRANSPORT SEAT: One (1) Mfg: Laguna three (3) person, Prisoner Transport Seat that shall include the following specifications;

a) Fully molded, heavy-gauge, acrylonitrile butadiene styrene (A.B.S.) thermoplastic seat with foam spine pads.
b) Certified outboard safety seat belts with pull tight straps and magnet mounts for storage.
c) Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the seat that would allow a detainee to reach into or hide evidence or contraband.

2.2.18 TAHOE REAR BARRIER: One (1) Mfg: Laguna 3p, Prisoner Transport Rear Barrier Screen that shall include the following specifications;

a) Compatible with side curtain air bags.
b) Fully finished, rear panel that contours to allow for maximum space in the rear cargo area.
c) Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the barrier that would allow a detainee to reach into or hide evidence or contraband in the rear cargo area.
d) Barrier shall be constructed of metal mesh covered with a scratch resistant polycarbonate sheet mounted on the cargo side.

2.2.19 DOOR PANELS AND LOCK RODS: Two (2) A.B.S. thermoplastic door panels, installed on the rear doors that shall include the following specifications;

a) Replaces the OEM door panel to include the door handle, door lock and window controls.
b) High impact resistant, smooth flush surface for ease of cleaning.
c) Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the door that would allow a detainee to reach into or hide evidence or contraband in the door.
d) Installation of manual door lock on the driver's side rear door shall include:
    i. Mfg: National Display, LLC custom 11ga rod. (Tahoe Ver.1 – Impala Ver:2)
    ii. Mfg: Dorman item #650-001, 1/8" (inch) vacuum cap shall be used as a door lock knob.
    iii. Mfg: Auveco item #14529, nylon routing clip used to secure the rod inside the door.

2.2.20 WINDOW BARS: Two (2) fixed rear window bars that shall include the following specifications;

a) Prevents the detainee from breaking the windows.
b) Prevents the detainee from accessing the exterior door handles.
c) Scratch resistant, black powder coated finish.

2.2.21 GUN RACK: One (1) double mount weapon system that shall include the following specifications;

a) Electric gun locks with handcuff key lock override.
b) 10 second timer with push button switch incorporated into the siren controller "RLS" switch functional only when the ignition is on.

c) Universal butt plates.
d) Black powder-coated finish.
e) Mounted between the front seats. Shall not be obstructed by the cup holders.
f) Long Gun: Locking system shall fully cover the take-down pins on a M16 or a M4 model assault rifle with a one piece stock.
g) Shotgun: Fully adjustable lock system which shall be adjusted to fit the Phoenix standard issue Remington 870 shotgun.
h) Each weapon lock shall have its own timer, powered from one switch fused independently.

2.2.22 **TAHOE CONSOLE SYSTEM:** One (1) Mfg: Havis-Shields® console system that shall include the following specifications;
a) One (1) #C-SM-1225, 12” (inch) Enclosed, 25° Angle, Stout Mount Series Console.
b) One (1) #C-TMW-GMC-02, 32” Trak Mount Base Assembly.
c) One (1) #C-SM-SA-1-HD, Heavy Duty Swing Arm.
d) One (1) #C-MD-204, Low Profile Tilt/Swivel Adapter.
e) Two (2) #C-MC, Console Microphone Clips.
f) Two (2) #C-MCB, Console Microphone Clip Brackets.
g) One (1) #C-CUP2-E-C, Dual External Cup Holder.

2.2.23 **IMPALA CONSOLE SYSTEM:** One (1) Mfg: Havis-Shields® console system that shall include the following specifications;
a) One (1) #C-SM-1225, 12” (inch) Enclosed, 25° Angle, Stout Mount Series Console.
b) One (1) #C-TMW-IMP-01, 24” (inch) Trak Mount Base Assembly.
c) One (1) #C-SM-SA-1-HD, Heavy Duty Swing Arm
d) One (1) #C-MD-204, Low Profile Tilt/Swivel Adapter with handle.
e) Two (2) #C-MC, Console Microphone Clips
f) Two (2) #C-MCB, Console Microphone Clip Brackets
g) One (1) #C-CUP2-E-C, Dual External Cup Holder

2.2.24 **PATROL FILLER PLATES:** Install filler plates in the following order from the top of the console down using T-20 Security TORX, Tamper Resistant, #8 x 3/8” (inch) pan head sheet metal screw type-B with black oxide finish.
a) One (1) #C-PS-1-PHX, 1”in, Filler Plate with a MASTER SWITCH, Mfg: K-Four #14-305, Red illuminated single pole, 20 AMP, ON/OFF rocker switch installed on the driver side of the console.
b) One (1) #C-FP-3, 3” (inch), Filler Plate
c) One (1) #C-EB30-MMT-PPD -1P, 3” (inch) Motorola XTL5000 Bracket
d) One (1) #C-EB30-TM4-PPD-1P, 3.5” (inch) Unitrol TouchMaster Delta Bracket
e) One (1) #C-LP-4, 2” (inch) Plate w/4 12VDC Lighter Outlets

2.2.25 **SGT. & LT. FILLER PLATES:** Install filler plates shall be in the following order from the top of the console down using T-20 Security TORX, Tamper Resistant, #8 x 3/8” (inch) pan head sheet metal screw type-B with black oxide finish.
a) One (1) #C-PS-1-PHX, 1”in, Filler Plate with a MASTER SWITCH, Mfg: K-Four #14-305, Red illuminated single pole, 20 AMP, ON/OFF rocker switch installed on the driver side of the console.
b) Two (2) #C-EB30-MMT -PPD-1P, 3” (inch) Motorola XTL5000 Bracket
c) One (1) #C-EB30-MMT-PPD-1P, 3.5” (inch) Unitrol TouchMaster Delta Angled Bracket.
d) One (1) #C-LP-4, 2” (inch) Plate w/ 4 12VDC Lighter Outlets.

e) One (1) #C-MC, Console Microphone Clips
f) One (1) #C-MCB, Console Microphone Brackets

2.2.26 ANTI-THEFT SYSTEM: One (1) Mfg: Secure Idle anti-theft system that shall include the following specifications;

a) The anti-theft system shall have a round dash mounted ON/OFF switch w/ Green On indicator light.
b) The "ON" position shall allow for automatic activation by removing the keys from the ignition.
c) The "OFF" position shall deny automatic anti-theft activation.
d) The anti-theft system shall resume normal vehicle operations when the key is reinserted to the ignition.

2.2.27 MDC DOCKING STATION: One (1) Havis Vehicle Port Replicator, DS-PAN-112-2-P that shall include the following specifications.

a) 12V Internal power supply. Five (5) USB 2.0 ports, four (4) rear & one (1) front, two (2) Ethernet, two (2) serial, one (1) VGA, Speaker/Mic.
b) One (1) Mfg: Larsen Antenna #GPSCWCP00, GPS, black tri-band antenna with 16'1" RG-174 coaxial cable fitted with TNC/SMA connections. Installation shall be per manufacture's specifications on the roof to the left of the drivers head position.
c) One (1) CAT5e RJ415 black patch data cable, terminated behind the passenger seat with a service loop near the modem location.

2.2.28 LOW LOSS ANTENNA MOUNT: Two (2) Mfg: Comtelco, #CEZL-25-00, 25'ft for the Tahoe or #CEZL-19-00, 19'ft for the Impala, low loss antenna mounts with LMR195 cable and rain caps, mounted on the roof of the Tahoe and the Impala, centered on the street side and curbside, terminated with a service loop at full length with no connecter in the console system.

2.2.29 FUSE PANEL WITH BATTERY PROTECTION: One (1) fully integrated fuse panel with one (1) Mfg: Copeland Engineering, LLC, Power Tamer© mounted to a metal surface with the programmable delay set at two (2) hours, that must include the following specifications;

a) One (1) Mfg: Copeland Engineering, LLC, Power Tamer© with the delay set at two (2) hours. Location TBD at post award conference.
b) All connections shall be crimped, soldered and insulated with heat shrink tubing.
c) One (1) 150 amp fuse panel circuit breaker mounted in an easy to reach location.
d) The Contractor shall supply a complete paper and electronic wiring schematic with color code and label legend after completion and acceptance of the demonstration unit.
e) All unused wires that are included with the supplied fuse panel shall be terminated in a service loop, loomed to the sides of the console. The console floor shall be clear of any unused wires to allow for deeper radio installation.
f) All wires shall be;
    i. SXL automotive type that meet or exceed MIL T5438 and SAE-J1128.
    ii. Fully color coded and function labeled a minimum of every 6" (inches) with a color coded and label legend applied as part of the panel cover.
    iii. Protected by a grommet when passed through metal.

iv. Sized to appropriate amperage draw, concealed and protected against damage, loomed and secured to the vehicle a minimum of every 18" (inches) with non-stick on type ties.

g) The following wires shall be supplied and labeled as follows;

i. **CONSTANT RADIO 1**; Wires shall be terminated with a 2-pin quick disconnect bullet lead, in the console with a service loop near the Radio location. RED wire shall be "hot" all the time, even when the Power Tamer times out.
   (a.) One (1) 12-gauge RED wire, labeled "RADIO 1 BATT", fused at 15 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "RADIO 1 GND"

ii. **CONSTANT RADIO 2**; Wires shall be terminated with a 2-pin quick disconnect bullet lead, in the console with a service loop near the Radio location. RED wire shall be "hot" all the time, even when the Power Tamer times out.
   (a.) One (1) 12-gauge RED wire, labeled "RADIO 2 BATT", fused at 15 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "RADIO 2 GND"

iii. **SWITCHED RADIO 1&2**; Two (2) 14-gauge RED with WHITE STRIPE wires fused separately at 4 amps, one (1) labeled "RADIO 1 SWITCHED" and one (1) labeled "RADIO 2 SWITCHED". Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.

iv. **SWITCHED MDC**; Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires terminated in the console with a service loop near the MDC location.
   (a.) One (1) 14-gauge ORANGE wire, labeled "COMPUTER SWITCHED", fused at 20 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "COMPUTER GND"

v. **SWITCHED MODEM**; Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires terminated to one (1) DC power cord for a Sierra Wireless AirLink™ PinPoint X modem, terminated behind the passenger seat with a service loop near the modem location
   (a.) One (1) 14-gauge ORANGE wire, labeled "MODEM SWITCHED", fused at 15 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "MODEM GND"

vi. **SWITCHED SPARE 1**; Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.
   (a.) One (1) 12-gauge BLUE wire, labeled "SPARE 1 SWITCHED", fused at 15 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "SPARE 1 GND"

vii. **SWITCHED SPARE 2**; Wires shall be switched with the "Master Switch" – Power Tamer applied. Both wires shall be terminated in the console with a service loop near the Radio location.
   (a.) One (1) 12-gauge BLUE wire, labeled "SPARE 2 SWITCHED", fused at 15 amps
   (b.) One (1) 12-gauge BLACK wire, labeled "SPARE 2 GND"

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2.2.30 **48” DEEP K-9 TRANSPORT SYSTEM:** One (1) Mfg: Havis-Shields®, American Aluminum Accessories®, **or equal**, 48"in deep x 47"in wide x 34"in high, canine kit that shall include the following specifications;

a) Heavy-duty, powder coat finish aluminum, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with a dash mounted switch.
b) Heat sensor alarm shall include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, and remote pager/beeper module.
c) 4”in air circulation fan.
d) 12”in ventilation fan.
e) A center console storage box that will act as a platform which will allow the K9 to exit through the front seat area.
f) LED red/white dome light mounted on the cage ceiling activated by a switch on the console.

2.2.31 **32” DEEP K-9 TRANSPORT SYSTEM:** One (1) Mfg: Havis-Shields®, American Aluminum Accessories®, **or equal**, 32" (inch) deep x 47" (inch) wide x 34" (inch) high, canine kit that shall include the following specifications;

a) Heavy-duty, powder coat finish aluminum, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with a dash mounted switch.
b) Heat sensor alarm shall include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, and remote pager/beeper module.
c) 4” (inch) air circulation fan.
d) 12” (inch) ventilation fan.
e) A center console storage box that will act as a platform which will allow the k-9 to exit through the front seat area.
f) LED red/white dome light mounted on the cage ceiling activated by a switch on the console.

2.2.32 **FULL WIDTH, SINGLE DRAWER LOCK BOX:** one (1) custom lock box that shall include the following specifications;

a) Solid 1/8“in thick, light weight, corrosion resistant construction.
b) Extra Heavy Duty ball bearing drawer slides.
c) One (1) drawer to support 300 lbs at full extension.
d) Two (2) centered T-handle locks and 4 keys.
e) Cargo box height approximately 22”in, including 2”in top rails.
f) Cargo box width shall fill the entire rear cargo area of the vehicle.
g) Cargo box depth shall fill the entire rear cargo area between the rear seat, cage or partition to the liftgate.

2.2.33 **FULL WIDTH, TWO DRAWER LOCK BOX:** one (1) custom lock box that shall include the following specifications;

a) Solid 1/8“in thick, light weight, corrosion resistant construction.
b) Extra Heavy Duty ball bearing drawer slides.
c. Two (2) drawers to support 150 lbs each at full extension.
d. Two (2) centered T-handle locks and 4 keys per drawer.
e. Cargo box height approximately 22”in, including 2”in top rails.
f. Cargo box width shall fill the entire rear cargo area of the vehicle.

g. Cargo box depth shall fill the entire rear cargo area between the rear seat, cage or partition to the liftgate.

2.2.34 HALF WIDTH, SINGLE DRAWER LOCK BOX: One (1) custom lock box that shall include the following specifications;

a) Solid 1/8"in thick, light weight, corrosion resistant construction.
b) Extra Heavy Duty ball bearing drawer slides.
c) One (1) drawer to support 150 lbs at full extension.
d) Two (2) centered T-handle locks and 4 keys.
e) Cargo box height approximately 22"in, including 2"in top rails.
f) Cargo box width shall be one-half the size of the rear cargo area installed on the street-side of the vehicle.
g) Cargo box depth shall fill all space between the rear seat, cage or partition to the tailgate.

2.2.35 ISOLATED AUXILIARY BATTERY – DEEP CYCLE

a) Supply and install an isolated, deep cycle, auxilliary battery to power all additional lighting and electronic equipment installed by the City of Phoenix and other City-contracted vendors.
b) Minimum 750 CCA. Power Tamer to be wired to the auxiliary battery.
c) **Tahoe –** Battery shall be installed in the engine compartment.
d) **Impala –** Battery shall be installed in the trunk area contained in an acid resistant container. Location to be determined by the City at the post award conference.

2.3 OPTIONAL - INSTALLATION OF POLICE VEHICLE DECALS

Labor Only - for the surface preparation and installation of Police Department decals on the Chevrolet Impala and Chevrolet Tahoe.

2.3.1 A decal package will be supplied for each vehicle by the City.
2.3.2 Surface preparation and the installation of the decals shall be done following the decal manufacturer's guidelines verbatim.
2.3.3 Refer to Exhibit A in Attachments for decal placement on the vehicles.

2.4 VEHICLE BUILD REQUIREMENTS

2.4.1 IMPALA - PATROL BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract as indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.16 Full Partition
2.2.17 Prisoner Transport Seat
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.23 Impala Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.2 IMPALA - SGT. BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract as indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.16 Full Partition
2.2.17 Prisoner Transport Seat
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.23 Impala Console System
2.2.25 Sgt & Lt Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.3 IMPALA - LT. BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract as indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.23 Impala Console System
2.2.25 Sgt & Lt Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.4 IMPALA – OCB GANG BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Grille Lighting
2.2.9 Windshield Lighting
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.23 Impala Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.5 IMPALA – HALF PATROL BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.15 Impala Half Partition
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.23 Impala Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.6 IMPALA – HALF SGT. BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.13 Impala Rear-Deck and Under Mirror Lighting
2.2.14 Dome Light
2.2.15 Impala Half Partition
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.23 Impala Console System
2.2.25 Sgt & Lt Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.7 TAHOE - PATROL BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.11 Exterior Tahoe Assist Step Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.16 Full Partition
2.2.17 Prisoner Transport Seat
2.2.18 Tahoe Rear Barrier
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.21 Gun Rack
2.2.22 Tahoe Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.8 TAHOE – SGT. BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.11 Exterior Tahoe Assist Step Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.16 Full Partition
2.2.17 Prisoner Transport Seat
2.2.18 Tahoe Rear Barrier
2.2.19 Door Panels and Lock Rods
2.2.20 Window Bars
2.2.21 Gun Rack
2.2.22 Tahoe Console System
2.2.25 Sgt & Lt Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.9 TAHOE – LT. BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.11 Exterior Tahoe Assist Step Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.22 Tahoe Console System
2.2.25 Sgt & Lt Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.10 TAHOE – OCB GANG BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Grille Lighting
2.2.9 Windshield Lighting
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.22 Tahoe Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.35 Isolated Auxiliary Battery

2.4.11 TAHOE – 32" K-9 BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.11 Exterior Tahoe Assist Step Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.21 Gun Rack
2.2.22 Tahoe Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.31 Tahoe 32" (inch) Deep K-9 Transport System
2.2.35 Isolated Auxiliary Battery

2.4.12 TAHOE – 48" K-9 BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Push Bar Forward Lighting
2.2.6 Push Bar
2.2.7 Push Bar Side Lighting
2.2.8 Light Bar
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.11 Exterior Tahoe Assist Step Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.21 Gun Rack
2.2.22 Tahoe Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.30 Tahoe 48" (inch) Deep K-9 Transport System
2.2.35 Isolated Auxiliary Battery

2.4.13 TAHOE – 32" U/C K-9 BUILD

The following items shall be supplied and installed in accordance with the requirements of this Contract indicated in Scope of Work, Section 2.2.

2.2.1 Lights and Siren Controller
2.2.2 Siren Speaker
2.2.3 Air Bag Control Switch
2.2.4 4-Corner Lighting System
2.2.5 Grille Lighting
2.2.9 Windshield Lighting
2.2.10 Tahoe Rear Quarter Window Lighting
2.2.12 Interior Tahoe Tailgate Lighting
2.2.21 Gun Rack
2.2.22 Tahoe Console System
2.2.24 Patrol Filler Plates
2.2.26 Anti-Theft System
2.2.27 MDC Docking Station
2.2.28 Low Loss Antenna Mount
2.2.29 Fuse Panel with Battery Protection
2.2.31 Tahoe 32" (inch) Deep K-9 Transport System
2.2.35 Isolated Auxiliary Battery

2.4.14 TAHOE – 48" U/C K-9 BUILD

The following items shall be supplied and installed in accordance with the specifications detailed in Paragraph 2.2 through 2.4 in this Section (IV).

2.2.1	Lights and Siren Controller	2.2.22	Tahoe Console System
2.2.2	Siren Speaker	2.2.24	Patrol Filler Plates
2.2.3	Air Bag Control Switch	2.2.26	Anti-Theft System
2.2.4	4-Corner Lighting System	2.2.27	MDC Docking Station
2.2.5	Grille Lighting	2.2.28	Low Loss Antenna Mount
2.2.9	Windshield Lighting	2.2.29	Fuse Panel with Battery Protection
2.2.10	Tahoe Rear Quarter Window Lighting	2.2.30	Tahoe 48" (inch) Deep K-9 Transport System
2.2.12	Interior Tahoe Tailgate Lighting		
2.2.21	Gun Rack	2.2.35	Isolated Auxiliary Battery

3. USAGE REPORTS

The Contractor shall provide the City of Phoenix, Finance Department, Purchasing Division with a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. Usage reports shall be created by the Contractor on a quarterly basis and shall be due by the end of the month following the end of the quarter.

3.1 Usage report quarters are as follows:

- January through March (Q1)
- April through June (Q2)
- July through September (Q3)
- October through December (Q4)

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

Bidders shall submit one (1) printed complete original, and one (1) complete electronic copy (on a CD/DVD, flash drive or jump drive). **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

Failure to supply complete documentation below may result in your response being non-compliant:

Document	Original	Electronic	Copy
Section V- Submittal (Signed and Completed)	**Yes**	**Yes**	**Yes**
Submittal Spreadsheet (Excel Format Only) PDF or other formats will not be accepted	**Yes**	**Yes**	**Yes**
Manufacturer/Catalog/Distributor/ Literature/Documentation	**Yes**	**Yes**	**No**
Build Sheets, Technical, Product, Tear Sheets, Etc.	**Yes**	**Yes**	**No**

Offers containing omissions or alternations of the electronic spreadsheet may be grounds for the City to consider that offer to be non-compliant. If you are unable to obtain this excel spreadsheet, email the buyer listed or Procurement Administration (purchasing.admin@phoenix.gov).

***Note:** The offer shall include ample written evidence, in the form of technical specification, cut/tear sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded. If the specifications stated within the IFB document for component items do not comply with legal requirements, the bidder(s) shall so notify the City prior to the bid opening date.

For evaluation purposes, each build type (Bid Items One through Fourteen) lists the most common items needed for each vehicle build, as outlined in the specifications. (The City reserves the right to modify these items on an as needed basis. In these cases, the City will use the individual line item prices provided in the **attached Bid Submittal (Excel) spreadsheet** to calculate the pricing for these modifications when necessary.)

1. AWARD – ALL OR NONE

BID EVALUATION: For evaluation purposes, this bid will be on an "all or none" basis as follows:

Total cost for all build types (Bid Items One (1) through Fourteen (14) on the attached spreadsheet) will be used to determine lowest overall responsible bid.

****Note:**
Prices offered shall not include applicable state and local taxes. City will pay all applicable taxes. **For the purposes of determining the lowest cost, City will not take tax into consideration.** Taxes must be listed as a separate item on all invoices. Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping/ handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

2. PAYMENT TERMS

Bidder offers a prompt payment discount of _______% _______ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

3. DELIVERY

Bidder states that item(s) ordered will be delivered _____ days after receipt of order. This delivery schedule shall include any time for shipping.

4. WARRANTY

Specify the Vendor or dealership where warranty work will be done:

Vendor ______________________________

Address ______________________________

City, State and Zip Code ______________________________

5. YEARS IN BUSINESS AND CUSTOMER REFERENCE LISTING

Bidder certifies that ______________________________has provided complete
(Company Name)

products and services listed in this IFB for a period of _____________ years.
(number of years)

Bidder shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the bidder is currently furnishing or has furnished, in the past, completed service for bid item(s).

Company Name ______________________________

Address ______________________________

Reference ______________________________

Telephone Number ______________________________

Email address ______________________________

Company Name ______________________________

Address ______________________________

Reference ______________________________

Telephone Number ______________________________

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

Email address ________________________________

Company Name ________________________________

Address ________________________________

Reference ________________________________

Telephone Number ________________________________

Email address ________________________________

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this solicitation and any written exceptions in the offer.

Arizona Sales Tax No. ____________________

Use Tax No. for Out-of State Suppliers ____________________

City of Phoenix Sales Tax No. ____________________

Taxpayer’s Federal Identification No. ____________________

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

______________________________ ____________________

Authorized Signature Date

____

Printed Name and Title

Company Name ____________________

Address ____________________

City, State and Zip Code ____________________

Telephone Number ____________________

Company’s Fax Number ____________________

Company’s Toll Free # ____________________

Email Address ____________________

Indicate on a separate sheet, if Purchase Order or Remit to addresses is different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

	SECTION V - SUBMITTAL	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon this solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____________. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

City Clerk	**CITY OF PHOENIX,** a municipal corporation David Cavazos, City Manager James Scarboro, Deputy Finance Director
Approved as to form this 14 day of September, 2006 This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	Awarded this ______ day of _____________, 2013.

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

SECTION VI - ATTACHMENTS

EXHIBIT A

DECAL PLACEMENT ON CHEVROLET IMPALA POLICE VEHICLES

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

EXHIBIT A

DECAL PLACEMENT ON CHEVROLET TAHOE POLICE VEHICLES

CONTRACT AMENDMENT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Date: 1/27/14
Purchasing Contract #: IFB 14-002
SAP Contract # P- P-10014-14
City Clerk Contract #: 137333
Amendment Number: 1

Contract Title: POLICE VEHICLE UP-FITTING

Contractor: CREATIVE COMMUNICATIONS

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

ADD:

American Aluminum K9 systems 35% off list

B&B Fabrications cost + 20% (they do not have a list or MSRP) we will provide B&B invoice's

Troy products 35% off list

Able 2 / Sho Me 30% off list

Buyer Name: Linda Duarte

ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.

Jacqueline Bals

Signature

Jacqueline Bals, COO

Typed/Printed Name and Title

Date: 1.27.2014

Deputy Finance Director/*James Scarboro*

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM
Approved as to form this 7th day of August 2006 Assistant City Attorney, *Mary Finnerty*
"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form of document is altered."
Page 1 of 1

(Revised 5-31-07)

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	**CREATIVE COMMUNICATIONS**

Note:	*Bidder shall not modify this form in any way other than providing the information and prices as requested.*
	Offeror shall determine which product codes to bid and shall fill in the City bid price in the appropriate cell.
	*Prices shall be all inclusive with the exception of applicable taxes (See *Note on page 46 of 52).*
	*For evaluation purposes, each build type (Bid Items One through Fourteen) lists the most common items needed for each vehicle build, as outlined in the specifications. (See **Note on page 46 of 52).*
	Cells shaded blue contain formulas and shall not be modified. Labor Cost is calculated as rateLabor Hours x Labor Rate (Bid Item 16). The #VALUE! Error will change once prices have been added.

Don't change the gray cells

Bid Item 1 - Impala - Patrol Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	**Total Price (parts and labor)**	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 279.00	25%	$ 209.25	2	100	$ 309.25	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	3	150	$ 664.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.16	Full Partition	PATRIOT	475-0730	$ 800.00	40%	$ 480.00	2	100	$ 580.00	
2.2.17	Prisoner Transport Seat	PATRIOT	475-0076	$ 384.00	40%	$ 230.40	1	50	$ 280.40	
2.2.19	Door Panels and Lock Rods	PATRIOT	475-0185	$ 293.00	40%	$ 175.80	1	50	$ 225.80	
2.2.20	Window Bars	PATRIOT	INCLUDED	$	40%	$	1	50	$ 50.00	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2		40%		2	100	$ 100.00	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 480.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 1		$ 6,470.41	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	**CREATIVE COMMUNICATIONS**

Bid Item 2 - Impala - Sgt. Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 279.00	25%	$ 209.25	1	50	$ 259.25	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	3	150	$ 664.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.16	Full Partition	PATRIOT	475-0730	$ 800.00	40%	$ 480.00	2	100	$ 580.00	
2.2.17	Prisoner Transport Seat	PATRIOT	475-0076	$ 384.00	40%	$ 230.40	1	50	$ 280.40	
2.2.19	Door Panels and Lock Rods	PATRIOT	475-0185	$ 293.00	40%	$ 175.80	1	50	$ 225.80	
2.2.20	Window Bars	PATRIOT	INCLUDED	$	40%	$	1	50	$ 50.00	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.25	Sgt & Lt Filler Plates	HAVIS	INCLUDED	$ -	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 480.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 2		$ 7,389.11	

Bid Item 3 - Impala - Lt. Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 279.00	25%	$ 209.25	2	100	$ 309.25	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 390.00	56%	$ 171.60	1	50	$ 221.60	
2.2.8	Light Bar	SOUNDOFF SIGNAL		$	56%	$		0	$ -	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	3	150	$ 664.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.25	Sgt & Lt Filler Plates	HAVIS	INCLUDED	$	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 3		$ 4,959.68	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	**CREATIVE COMMUNICATIONS**

Bid Item 4 - Impala - OCB Gang Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Grille Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.9	Windshield Lighting	SOUNDOFF SIGNAL	EPL8000-TKD	$ 1,220.00	56%	$ 536.80	1	50	$ 586.80	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	3	150	$ 664.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00		0	$ 380.00	
							Total for Bid Item 4		$ 4,915.63	

Bid Item 5 - Impala - Half Patrol Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 495.41	2	100	$ 595.41	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 164.45	1	50	$ 214.45	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 279.00	25%	$ 209.25	2	100	$ 309.25	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	3	150	$ 664.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.15	Impala Half Partition	PATRIOT	PTS-9000-I	$ 1,785.00	40%	$ 1,071.00	5	250	$ 1,321.00	
2.2.19	Door Panels and Lock Rods	PATRIOT	INCLUDED	$		$		0	$ -	
2.2.20	Window Bars	PATRIOT	INCLUDED	$		$		0	$ -	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 5		$ 7,683.90	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	CREATIVE COMMUNICATIONS

Bid Item 6 - Impala - Half Sgt. Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHIMP0-06+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 279.00	25%	$ 209.25	1	50	$ 259.25	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.13	Impala Rear-Deck and Under Mirror Lighting	SOUNDOFF SIGNAL	EL3H08A10J/ENT2B3(X)	$ 1,169.00	56%	$ 514.36	4	200	$ 714.36	
2.2.14	Dome Light	SOUNDOFF SIGNAL	ECVDMLTALOO	$ 81.00	56%	$ 35.64	1	50	$ 85.64	
2.2.15	Impala Half Partition	PATRIOT	PTS-9000-I	$ 1,785.00	40%	$ 1,071.00	5	250	$ 1,321.00	
2.2.19	Door Panels and Lock Rods	PATRIOT	INCLUDED	$		$ -		0	$ -	
2.2.20	Window Bars	PATRIOT	INCLUDED	$		$ -		0	$ -	
2.2.23	Impala Console System	HAVIS			40%		2	100	$ 100.00	
2.2.25	Sgt & Lt Filler Plates	HAVIS	INCLUDED	$	40%	$		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD	$ 16.72	35%	$ 10.86	1	50	$ 60.86	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73		0	$ 386.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00		0	$ 380.00	
							Total for Bid Item 6		$ 7,373.91	

Bid Item 7 - Tahoe - Patrol Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	2	100	$ 146.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 349.00	25%	$ 261.75	1	50	$ 311.75	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.11	Tahoe Exterior Side Assist Step Lighting	SOUNDOFF SIGNAL	ELUC2SB10(X)	$ 524.00	56%	$ 230.56	4	200	$ 430.56	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.16	Full Partition	PATRIOT	475-0764&475-0412	$ 1,080.00	40%	$ 648.00	2	100	$ 748.00	
2.2.17	Prisoner Transport Seat	LAGUNA	FE4502	$ 1,035.00	20%	$ 828.00	2	100	$ 928.00	
2.2.18	Tahoe Rear Barrier	LAGUNA	INCLD W/SEAT	$ -		$		0	$ -	
2.2.19	Door Panels and Lock Rods	PATRIOT	475-0215	$ 158.00	40%	$ 94.80	1	50	$ 144.80	
2.2.20	Window Bars	PATRIOT	475-0760	$ 300.00	40%	$ 180.00	1	50	$ 230.00	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 7		$ 9,482.17	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	**CREATIVE COMMUNICATIONS**

Bid Item 8 - Tahoe - Sgt. Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	2	100	$ 146.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 349.00	25%	$ 261.75	2	100	$ 361.75	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.11	Tahoe Exterior Side Assist Step Lighting	SOUNDOFF SIGNAL	ELUC2SB10(X)	$ 524.00	56%	$ 209.60	4	200	$ 409.60	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.16	Full Partition	PATRIOT	475-0764&475-0412	$ 1,080.00	40%	$ 648.00	2	100	$ 748.00	
2.2.17	Prisoner Transport Seat	LAGUNA	FE4502	$ 1,035.00	20%	$ 828.00	1	50	$ 878.00	
2.2.18	Tahoe Rear Barrier	LAGUNA	INCLD W/SEAT	$ -		$		0	$ -	
2.2.19	Door Panels and Lock Rods	PATRIOT	475-0215	$ 158.00	40%	$ 94.80	1	50	$ 144.80	
2.2.20	Window Bars	PATRIOT	475-0760	$ 300.00	40%	$ 180.00	1	50	$ 230.00	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.25	Sgt & Lt Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 8		$ 9,461.21	

Bid Item 9 - Tahoe - Lt. Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 349.00	25%	$ 261.75	2	100	$ 361.75	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.11	Tahoe Exterior Side Assist Step Lighting	SOUNDOFF SIGNAL	ELUC2SB10(X)	$ 524.00	56%	$ 230.56	4	200	$ 430.56	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.25	Sgt & Lt Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 9		$ 7,160.57	

CITY OF PHOENIX
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SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

Bidder Name:	CREATIVE COMMUNICATIONS

Bid Item 10 - Tahoe - OCB Gang Build

Vehicle Build Requirements		Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Grille Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.9	Windshield Lighting	SOUNDOFF SIGNAL	EPL8000-TKD	$ 1,220.00	56%	$ 536.80	1	50	$ 586.80	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 10		$ 5,390.23	

Bid Item 11 - Tahoe - 32" K9 Build

Vehicle Build Requirements		Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 349.00	25%	$ 261.75	2	100	$ 361.75	
2.2.7	Push Bar Side Lighting	SOUNDOFF SIGNAL	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99	1	50	$ 1,344.99	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.11	Tahoe Exterior Side Assist Step Lighting	SOUNDOFF SIGNAL	ELUC2SB10(X)	$ 524.00	56%	$ 230.56	4	200	$ 430.56	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.31	32" Deep K-9 Transport System	AMERICAN ALUMINUM	EZ RIDER	$ 5,226.60	30%	$ 3,658.62	15	750	$ 4,408.62	
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 11		$ 11,839.99	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Bidder Name:	**CREATIVE COMMUNICATIONS**

Bid Item 12 - Tahoe - 48" K9 Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	**Total Price (parts and labor)**	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Forward Facing Push Bar Lighting	SOUNDOFF	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.6	Push Bar	SETINA	PB400	$ 349.00	25%	$ 261.75	2	100	$ 361.75	
2.2.7	Push Bar Side Lighting	SOUNDOFF	ENFSSS3J	$ 386.00	56%	$ 169.84	1	50	$ 219.84	
2.2.8	Light Bar	SOUNDOFF SIGNAL	NFORCEPHX	$ 2,943.18	56%	$ 1,294.99		0	$ 1,294.99	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.11	Tahoe Exterior Side Assist Step Lighting	SOUNDOFF	ELUC2SB10(X)	$ 524.00	56%	$ 230.56	4	200	$ 430.56	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59	1	50	$ 64.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.30	48" Deep K-9 Transport System	AMERICAN ALUMINUM	EZ RIDER	$5,350.06	30%	$ 3,745.42	15	750	$ 4,495.42	
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 12		$ 11,876.79	

Bid Item 13 - Tahoe - 32" U/C K9 Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	**Total Price (parts and labor)**	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 206.25	1	50	$ 256.25	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Grille Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 139.04	1	50	$ 189.04	
2.2.9	Windshield Lighting	SOUNDOFF SIGNAL	EPL8000-TKD	$ 1,220.00	56%	$ 536.80	1	50	$ 586.80	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	INCLUDED	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59		0	$ 14.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.31	32" Deep K-9 Transport System	AMERICAN ALUMINUM	EZ RIDER	$5,226.60	30%	$ 3,658.62	15	750	$ 4,408.62	
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 13		$ 10,048.91	

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SECTION V - SUBMITTAL SPREADSHEET
IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

Bidder Name:	CREATIVE COMMUNICATIONS

Bid Item 14 - Tahoe - 48" U/C K9 Build

	Vehicle Build Requirements	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
2.2.1	Lights and Siren Controller	FEDERAL SIGNAL	UTMD-MB	$ 900.75	50%	$ 450.37	2	100	$ 550.37	
2.2.2	Siren Speaker	FEDERAL SIGNAL	ES100	$ 299.00	50%	$ 149.50	1	50	$ 199.50	
2.2.3	Air Bag Control Switch	AOI	US2GM-P	$ 275.00	35%	$ 178.75	1	50	$ 228.75	
2.2.4	4-Corner Lighting System	SOUNDOFF SIGNAL	ETHTAH0-07+	$ 106.00	56%	$ 46.64	1	50	$ 96.64	
2.2.5	Grille Lighting	SOUNDOFF SIGNAL	EL6GD(X)	$ 312.00	56%	$ 137.28	1	50	$ 187.28	
2.2.9	Windshield Lighting	SOUNDOFF SIGNAL	EPL8000-TKD	$ 1,220.00	56%	$ 536.80	1	50	$ 586.80	
2.2.10	Tahoe Rear Quarter Window Lighting	SOUNDOFF SIGNAL	ENFDGS1(XX)	$ 660.00	56%	$ 290.40	1	50	$ 340.40	
2.2.12	Tahoe Interior Tailgate Lighting	SOUNDOFF SIGNAL	EL3H08A00J	$ 648.00	56%	$ 285.12	1	50	$ 335.12	
2.2.21	Gun Rack	PATRIOT	475-0051	$ 368.00	40%	$ 220.80	1	50	$ 270.80	
2.2.22	Tahoe Console System	HAVIS	C-SM-1626	$ 742.25	40%	$ 445.35	2	100	$ 545.35	
2.2.24	Patrol Filler Plates	HAVIS	AS PER SPEC	$ -	40%	$ -		0	$ -	
2.2.26	Anti-Theft System	SECURE IDLE	SI340TK	$ 150.00	20%	$ 120.00	1	50	$ 170.00	
2.2.27	MDC Docking Station	HAVIS	DS-PAN-412-2	$ 1,614.50	40%	$ 968.70	2	100	$ 1,068.70	
2.2.28	Low Loss Antenna Mount	LARSEN	LARNMOKHFUD25	$ 22.46	35%	$ 14.59		0	$ 14.59	
2.2.29	Fuse Panel with Battery Protection	CCI	C-UNV-POW	$ 703.16	45%	$ 386.73	3	150	$ 536.73	AS PER SPEC
2.2.30	48" Deep K-9 Transport System	AMERICAN ALUMINUM	EZ RIDER	$5,350.06	30%	$ 3,745.42	15	750	$ 4,495.42	
2.2.35	Auxiliry Isolated Battery-Deep Cycle	OPTIMA	AS PER SPEC	$ 475.00	20%	$ 380.00	2	100	$ 480.00	
							Total for Bid Item 14		$ 10,106.45	

Total for Bid Item 1 - 14 $ 114,158.96

Bid Item 15 -

15.a	Description Optional Installation of Police Vehicle Decals (Decals supplied by Fleet Services - (See Exhibit A. Section VI, Attachments)	UOM	Unit Price ($) (Per Vehicle)
	Impala - Labor Only	EA	$ 125.00
	Tahoe - Labor Only	EA	$ 125.00
		Total for Bid Item 15a	$ 250.00

Bid Item 16 - Additional Labor

Description	UOM	($) (assume quantity of
Labor Rate	HR	$ 50.00

15.b	Description Optional Provision and Installation of NO DOG LEFT BEHIND"® or equal, K-9 protection system	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
	Tahoe	NO K9 LEFT BEHIND	KK-K9-H-NKLB-K	$ 207.90	40%	$ 124.74	2	50	$ 224.74	
							Total for Bid Item 15b		$ 224.74	

15.c	Description Optional Two (2) LED flashing modules, one (1) red and one (1) blue, with three (3) each diodes mounted into the underside of the rear tailgate.	Product Name	Model Number	List Price	Discount %	Net Price	Labor Hours	Labor Cost (labor rate x hours)	Total Price (parts and labor)	Manufacturer Catalog Number
	Impala	SOUNDOFF SIGNAL	ETLKC06UJ	$ 294.00	56%	$ 129.39	1	50	$ 179.39	
							Total for Bid Item 15c		$ 179.39	

SECTION V - SUBMITTAL SPREADSHEET

IFB 14-002(EK) POLICE VEHICLE UP-FITTING REQUIREMENTS CONTRACT

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Bidder Name:	**CREATIVE COMMUNICATIONS**

Bid Item 17 - Additional Maufacturer Catalogs and Discounts

Bidder certifies that the provided prices, catalog(s), and/or published price list(s) submitted with this bid are established, published catalog(s) or price list(s) for commercial items sold in substantial quantities to the general public and/or non-government entities. The title(s) and date(s) of the catalog(s) and/or price list(s) submitted with this bid are as follows. (Attach additional manufacturers as needed).

Manufacturer	Published Price List No.	Date of Issue	Internet address for On-line Price List (if available)	Electronic Price List Attached (Yes/No)	Percent Off (%)
AMERICAN ALUMINUM					35
SHO ME / ABLE 2					35
TROY					35
B&B					COST+20
FEDERAL SIGNAL					50
SOUNDOFF SIGNAL					56
HAVIS					40
LARSEN					25
CCI					50
JOTTO / PATRIOT					40
AOI					35
SECURE IDLE					20

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. ______________

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and RDO Equipment Co., a Minnesota corporation, hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with the State of Minnesota to provide Loaders, Articulating Wheel Loaders, Industrial Loaders, Loader-Backhoes (6HP or More) equipment pursuant to Contracts No. 71004 and 73160 (the Cooperative Purchasing Contracts); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town Manager has determined that bidding this item separately is unlikely to result in a lower purchase price.

D. The Town of Chino Valley has entered into a Lease Purchase Agreement with Zions First National Bank related to the financing of the vehicle purchases set forth in this Cooperative Purchasing Contract.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following equipment:

1 410K Backhoe
1 John Deere 544K Front End Loader

as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to the State of Minnesota shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work and delivery of the vehicles to Town on or before December 31, 2014.

3. Payment. The Contract Fee is $ 274,402.04 ($107,898.66 for the Backhoe; $166,503.38 for the Loader). Payment to the Contractor for the equipment provided shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contracts documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. Contract Term and Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2014, Town may terminate this contract by giving written notice to Contractor. Otherwise, the term of this Contract shall commence upon approval and continue through June 30, 2015.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _______________, 2014.

TOWN OF CHINO VALLEY:

By: ___________________________
Chris Marley, Mayor

CONTRACTOR:

By: ________________________
Title: _______________________

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications. ***[ATTACH]***

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: **Same**

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

RECEIVED AUG 11 2014

Admin Minnesota
MATERIALS MANAGEMENT DIVISION
Cooperative Purchasing Venture

August 4, 2014

Rick De La Huerta
Town of Chino Valley
202 No State Route 89
Chino Valley, AZ 86323

On behalf of the Materials Management Division (MMD), welcome to the Cooperative Purchasing Venture (CPV) program. Enclosed please find one copy of the Cooperative Purchasing Agreement (two-sided form). Any previous agreement is void.

The agreement becomes effective after signature by both parties, and remains in effect until canceled by either party (with 30 days written notice).

PLEASE HAVE THE AGREEMENT SIGNED BY AN AUTHORIZED PERSON AND RETURN THE ORIGINAL TO SHERRY BROWN. A FULLY EXECUTED COPY WILL BE SENT TO YOU FOR YOUR RECORDS.

Along with your executed copy, you will receive your CPV permit number/security access code. Your access code enables you to utilize MMD's website to access information on all contracts available to CPV members.

When placing orders with contract vendors, be sure to reference the applicable State of Minnesota contract number to ensure you receive the State contracted pricing.

If you have any questions regarding registration, please call me at 651.201.2404. If you have any questions regarding contract information, please call the MMD HelpLine at 651.296.2600.

Sincerely,

Sherry L. Brown

Sherry L. Brown
Business Administrator

Enclosure

website www.mmd.admin.state.mn.us

112 Administration Building / 50 Sherburne Avenue / St. Paul, MN 55155
Phone: 651.201.2404 / Fax: 651.297.3996 / Email: Sherry.Brown@state.mn.us
Persons with a hearing or speech disability may contact us by calling Minnesota Relay at 711

The Department of Administration is an Equal Opportunity Employer

Admin Minnesota
MATERIALS MANAGEMENT DIVISION
Cooperative Purchasing Venture

COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10
and
Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and

TOWN OF CHINO VALLEY ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

1. *Term*. This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.

2. *Services*. The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.

3. *Use of Division Contracts*. To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.

4. *Liability*. The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or

Admin Minnesota
MATERIALS MANAGEMENT DIVISION
Cooperative Purchasing Venture

COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10
and
Minnesota Statutes § 471.59, Subdivision 1

expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

TOWN OF CHINO VALLEY

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."

By: [signature]
(Authorized Signature)

Town Mgr.
(Title)

202 N Hwy 89, Chino Valley AZ
(Address)

8/13/14
(Date)

STATE OF MINNESOTA

"By Delegation"

By:
Materials Management Division

(Date)

Permit Number/Access Code:

RECEIVED

JAN 21 2014

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Mr. Jesse Miller
RDO Equipment
12500 Dupont Avenue S.
Burnsville, MN 55337

CONTRACT NO:	0000000000000000000073160 (73160)
RELEASE NO:	L-331(5)
CONTRACT PERIOD:	January 13, 2014
Through	December 31, 2014
EXTENSION OPTION:	None

You are hereby notified that your response to our solicitation, which opened December 17, 2013, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Loaders, Articulating Wheel Loaders.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. RDO EQUIPMENT
The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: ______________________
Signature
Jesse Miller
Printed Name
Title: Gov Sales
Date: 1/10/14

By: ______________________
Signature
____
Printed Name
Title: ______________________
Date: ______________________

2. MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: ______________________
Title: Acquisition Management Specialist
Date: 1/15/14

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Brenda Willard
Date: 1/15/14

Contract No. 73160

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION

PRICE CONTRACT
EXHIBIT A

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response for the equipment listed below and at the prices provided with the response.

TERMS: NET 30

DELIVERY: 60-90 Days ARO

John Deere 344K
John Deere 444K
John Deere 524K
John Deere 544K
John Deere 624K
John Deere 644K Hybrid
John Deere 644K
John Deere 724K
John Deere 744K
John Deere 824K
John Deere 844K

Items on the Price Pages that did not have a firm fixed price or state "Call Dealer" in the price column are not on Contract, and are removed from the Price Schedule.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2427
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Mr. Jesse Miller
RDO Equipment Company
12500 DuPont Avenue S
Burnsville, MN 55337

CONTRACT NO:	000000000000000000071004 (71004)
RELEASE NO:	T-622(5)
CONTRACT PERIOD:	November 10, 2013
Through	November 30, 2014
EXTENSION OPTION:	None

You are hereby notified that your response to our solicitation, which opened August 26, 2013, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Tractors: Backhoes (65 HP or Greater) and industrial Tractors.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. RDO EQUIPMENT COMPANY
The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:
Title: Gov Sales
Date: 11/01/13

By:
Title:
Date:

2. MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: LuAnn Olson
Title: Acquisition Management Specialist
Date: 6 NOV 2013

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date: NOV 06 2013

By Brenda Willard

RDO Equipment Company

Contract No. 71004

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION

PRICE CONTRACT
EXHIBIT A

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response for the equipment listed below and at the prices provided with the response.

TERMS:	NET 30
DELIVERY:	60 to 90 Days ARO
DELIVERY STARTING POINT:	Various locations, see price schedule
PRICE PER LOADED MILE:	$6.00
EQUPMENT OFFERED:	As Offered by Make and Model

John Deere 210K EP
John Deere 210K
John Deere 310K EP
John Deere 310K
John Deere 310SK TMC
John Deere 310SK
John Deere 410K TMC
John Deere 410K
John Deere 710K

Items on the Price Pages that did not include a fixed price, or stated "Call for Quote" in the price column are not on Contract, and are removed from the Price Schedule.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS-EVENT 2000002117

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE REQUEST FOR BID (RFB/EVENT) AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. **PURPOSE.** The purpose of the Request for Bid (RFB/EVENT) is to accept offers and contract with a vendor(s) to provide Articulating Wheel Loaders which may be purchased by State Agencies and Cooperative Purchasing Venture (CPV) members on an as needed basis.

2. **COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.** The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, Subd. 10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, Subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.state.mn.us.

3. **ESTIMATED AMOUNT.** The estimated total dollar value of the Contract is $9,000,000.00. It shall be understood and accepted by the Responder the State makes no guarantees to any volume to be ordered from any Contract issued from this RFB/EVENT.

4. **VENDOR CAPABILITIES.** The Contract Vendor must be the original equipment manufacturer (OEM) or an authorized distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor. If an authorized distributor or a manufacturer's representative is submitting an offer on behalf of the OEM, it must either:

   a. Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or
   b. Provide a letter from the OEM stating it is authorized to sell the product and that all OEM equipment warranties are applicable.

   The Contract Vendor will be solely responsible for all warranty issues.

   Pursuant to MN Rules 1230.0150, Subd. 20, responses from brokers will not be accepted.

   The Responder should provide a list of its authorized distributors with the response on the Price Schedule provided for this event.

5. **CONTRACT VENDOR INSURANCE REQUIREMENTS**. The Contract Vendor must be capable of furnishing the equipment as outlined and must be able to provide proof of insurance in the amounts outlined in the RFB/EVENT.

   If the Contract Vendor is the Original Equipment Manufacturer (OEM), and is directly accepting and shipping orders, the certificate of insurance must be in its name and must meet all of the requirements outlined in the RFB/EVENT. The Contract will not be executed until the required insurance certificate is received and approved by the State.

   If the Contract Vendor is the OEM and is distributing its equipment through a network of OEM owned or independently owned authorized distributors or independently owned manufacturer's representatives who accept and ship the orders, a certificate of insurance is required for each OEM owned or independently owned authorized distributor or manufacturer's representative. The certificate of insurance must be in the authorized distributor or manufacturer's representative's name and must meet all of the requirements outlined in the RFB/EVENT. Prior to Contract execution, the Contract Vendor will provide the insurance certificate for each of its authorized distributors or manufacturer's representative. The Contract will not be executed until all required insurance certificates are received and approved by the State.

   If the Contract Vendor is an independently owned authorized distributor or an independently owned authorized manufacturer's representative for the OEM and is accepting and shipping orders, the Contract Vendor must provide a certificate of insurance in its name and in the amounts outlined in the FB/EVENT. The Contract will not be executed until all required insurance certificates are received and approved by the State.

Upon notification of award, and within seven (7) days of notification, the awarded Contract Vendor(s) must provide a certificate of insurance with the coverage and amounts called for in the RFB/EVENT.
Any Contract awarded will not be executed until the certificate of insurance has been received and approved by the State. The State reserves the right to rescind the Contract award if the Contract Vendor does not provide the certificate of insurance within the required time.

6. **INSTALLATION SERVICES**. Installation services may be requested on an as needed basis by the Customer. Responders should include an hourly rate on the Price Schedule provided with the RFB/EVENT. If no hourly rate is listed, installation services will be considered NO CHARGE. If installation services are not available, list “N/A” on the Price Schedule.

7. **SHIPPING REQUIREMENTS.** All deliveries are to be FOB Destination.

8. **DELIVERY CHARGES.** If requested on the Price Schedule, the responder *must state the delivery charge per loaded mile and the delivery starting point*. **A flat, fixed price for shipping will not be accepted and the State reserves the right to reject the offer if a price per loaded mile is not included on the Price Schedule.** If delivery is included in product cost, responder may enter “no charge” or “0.00.”

   Mileage distance will be the distance from the delivery starting point to the Customer’s delivery point only. Mileage distances will be determined from http://maps.yahoo.com. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may be a factor in the award.

9. **MINIMUM DELIVERY CHARGE**. Responders may include a “minimum delivery charge” on the Price Schedule. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses. The delivery charge may be a factor in the award.

10. **DELIVERY REQUIREMENTS.** The Contract Vendor must notify the receiving agency at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on State holidays, Saturday or Sunday or after 4:00 p.m. on weekdays without prior approval by the agency to which the equipment is being delivered. The Contract Vendor must confirm delivery locations and requirements with the Customer. Prior to delivery, the Contract Vendor is responsible for confirming with the Customer that the delivery location will accommodate unloading the equipment.

11. **BILLING REQUIREMENTS.** The Contract Vendor must submit separate detailed invoices for each purchase order to the "bill-to" address as shown on the purchase order.

    If requested, the Contract Vendor must submit one copy of the original purchase order issued from the State agency or CPV member and one copy of the final invoice for each transaction against the Contract to the AMS. The invoice must be itemized per the detail in the Manufacturer’s Vendor Price Schedule that is submitted with the RFB/EVENT. The State intends that the final invoice is generated only after the equipment has been delivered, inspected, approved and accepted.

12. **INTEREST RATE ON UNPAID BALANCE.** The Contract Vendor may not charge interest on unpaid balances over and above what is allowed in State law. Responders may not calculate additional interest into the price offered for the equipment to cover expenses on unpaid balances.

13. **USAGE REPORTS.** The Contract Vendor is required to furnish the Acquisition Management Specialist a usage report, by customer name, which includes, but is not limited to, the following information:
    – Customer name (State agency or CPV member name)
    – Purchase order number
    – Make and model number ordered
    – Invoice number
    – Total invoice price
    The actual form for reporting will be sent in Excel® to the Contract Vendor, via e-mail, by the Acquisition Management Specialist and will include the reporting schedule.

    Failure to provide these reports may result in the Contract Vendor to be considered in default and may result in Contract cancellation.

14. **EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide literature at no cost for the equipment offered in its response.

15. **EQUIPMENT SPECIFICATIONS.** All equipment offered in response to the RFB/EVENT must meet the specifications as outlined in the Equipment Specifications section of the RFB/EVENT and all federal and State safety codes. The responder's signature certifies that any offer submitted to participate in the State's RFB/EVENT process is for equipment that will meet the specification as outlined. The specification as defined by the OEM prevails unless otherwise modified by the specifications included in the RFB/EVENT.

All optional equipment ordered must be OEM unless otherwise stated.

It is agreed that any equipment delivered that fails to meet the specifications will be replaced or brought up to specification at no additional expense to the Customer and that all equipment quoted will comply with the State and federal regulations in effect at the date of manufacture. Any exceptions from specifications must be clearly indicated by the responder, otherwise the offer will be considered in strict compliance.

A catalog sheet or technical information must be submitted for each item being offered.

16. **EQUIPMENT WARRANTY.** The equipment offered must include the manufacturer's standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) prior to or during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service. The responder shall also state the warranty term (months, years) for all items offered on the Price Schedule.

The Contract Vendor shall be the single contact through which Customers will arrange warranty work that is still covered under the original manufacturer's warranty on the equipment that is purchased.

The Customer reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs. All warranty work must be done within the state of Minnesota unless mutually agreed by the Customer and the Contract Vendor.

17. **EXTENDED WARRANTY OPTIONS.** When making down time offering and extended warranty options, if included on the Price Schedule, the price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

18. **OPTIONAL EQUIPMENT.** The State intends that any optional equipment and packages that are available from the manufacturer for the type of equipment outlined in the RFB/EVENT be included with the response. Optional equipment should be offered at the lowest price available to the State.

Only optional equipment and packages that are listed and priced on the Price Schedule may be sold under the Contract. Any requests for optional items that were not offered with the response and contracted by the State may not be sold against the Contract. If additional equipment is requested that is not covered by the Contract, the Customer must follow the procurement procedures for their entity. If purchased from the Contract Vendor, a separate purchase order must be issued for audit purposes.

If there are similar items covered by other State Contracts, the State agency may choose which Contract to purchase from.

19. **EQUIPMENT TRAINING.** The cost of the equipment must include training to the Customer that includes, but is not limited to, equipment operating instructions, mounting, removal, operating and safety instructions. If requested by the State, the Contract Vendor will provide the training before the purchase of equipment will be considered complete. No additional training fees may be charged to the Customer.

20. **TRADE-IN EQUIPMENT.** If requested by the Customer, the Contract Vendor will allow equipment to be used as trade-in against new equipment purchases. This will be allowed on a case by case basis, and the Customer has the right to refuse any offer made by the Contract Vendor.

In all cases, State agencies must obtain approval from the Department of Administration and must follow the requirements for liquidation of surplus goods.

CPV members are solely responsible for compliance with their local government's requirements for liquidation of surplus goods.

Trade-in will occur when the new equipment is delivered and accepted unless otherwise agreed by the Contract Vendor and the Customer. The time of the transfer of the equipment will be mutually arranged between the Customer and the Contract Vendor. The Customer assumes all costs associated with the transfer of the trade-in equipment unless otherwise agreed by the Contract Vendor and the Customer. Title of the trade-in equipment shall be provided to the Contract Vendor by the Customer in accordance with Minn. Stat. § 168A.11. All equipment will be traded "as is, where is," with no guarantee expressed or implied.

21. **NEW EQUIPMENT RENTAL PROGRAM.** If requested and offered on the Price Schedule, the responder may offer new equipment for rent. The Contract Vendor agrees to accept a State agency or CPV member purchase order and will not require the State agency or CPV member to sign a rental agreement. The Contract Vendor retains title of the equipment during the rental term. The Contract Vendor will provide the Customer with the make, model and VIN number and equipment value prior to delivery. State agencies will provide the Contract Vendor with proof of property insurance on the equipment during the rental term. CPV members should follow their local requirements for property insurance on un-owned equipment.

During the rental term, any repairs needed due to OEM warranty requirements or equipment failure will be the responsibility of the Contract Vendor. The location of where the repairs will occur will be mutually agreed by the Customer and the Contract Vendor.

If the Customer damages the equipment through negligence, the Customer will be responsible for the repairs. The location of where the repairs will occur will be mutually agreed by the Customer and the Contract Vendor.

If there is an option to purchase the new rental equipment, and if included on the Price Schedule, the responder will indicate what percentage of the rental price to be applied to the cost of the purchased equipment. The responder should consider all of its associated costs to rent the new equipment.

The responder must list on the Price Schedule if additional interest and finance charges would be added to the purchase price for the rental period only so the Customer can determine if it desires to purchase the rental equipment. If this includes a finance charge, the percent must be indicated on the Price Schedule. If the Prime Interest Rate is also used as a calculator in the formula for calculation, it may only be the average Prime Interest Rate for the rental term only. The Contract Vendor must provide any documentation requested to substantiate the Prime Interest Rate being charged.

If mutually agreed, the rental term may exceed the term of the Contract providing the purchase order is issued prior to the end of the Contract term. If the Customer desires to purchase the rental equipment, it must be purchased prior to the end of the term of the Contract. State agencies may not enter into an equipment rental beyond the State fiscal year.

22. **VENDOR OWNED RENTAL OR DEMO EQUIPMENT SALES**. During the term of the Contract, if the same make and model of equipment offered and contracted from this RFB/EVENT that are Contract Vendor owned rental returns or demo equipment become available for purchase, the equipment may be offered in response to the RFB/EVENT if requested on the Price Schedule.

The equipment shall not be older than two years from the manufactured date and the remaining manufacturer's warranty shall be transferred to the new owner. The price will be based on the price deduction per used hour offered from the current State Contract base price. The responder should consider all associated costs involved if the rental or demo owned equipment is purchased and no additional interest or finance charges will be allowed if purchase occurs. If extended warranty options are available, responders should list the costs on the Price Schedule under "Options." The price should include all associated costs and indicate the number of years, miles or hours the extended warranty term covers.

Deliveries to the Customer will be FOB Destination and transportation costs will be based on the price per loaded mile offered in this RFB/EVENT.

23. **USED EQUIPMENT.** Used equipment is not part of the RFB/EVENT and may not be offered. Customers must acquire used equipment according to their local purchasing requirements.

24. **MISCELLANOUS ITEMS.** State agencies may purchase incidental miscellaneous parts, accessories and labor that is directly related to a specific item(s) included on the Contract. The total purchase order issued by a State agency for these types of items may not exceed $2,500.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than $2,500.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contract Vendor.

25. **TRANSIT IMPROVEMENT VEHICLE EXCISE TAX.** A $20 Transit Improvement Vehicle Excise Tax applies to sales of motor vehicles registered for road use. The $20 must be collected by any person in the business of selling new or used motor vehicles at retail when the sale occurs in the transit tax area. The $20 tax applies even if the buyer is from out of state and will take the vehicle out of Minnesota for registration. The $20 tax is not connected to registration, but rather to the sale. The Deputy Registrar does not collect this tax. The Contract Vendor (dealer) must report the $20 on their electronic sales tax return at the same time as they report their Minnesota sales and use tax.

The sale occurs where the purchaser takes possession of the vehicle. So if the vehicle is sold in the transit tax area, but is *delivered out of the transit tax area*, the $20 excise tax does not apply. Conversely, if the vehicle is sold outside of the transit tax area, but is *delivered into the transit tax area*, the $20 excise tax does apply.

Exceptions to the $20 Transit Improvement Vehicle Excise Tax:

- ☐ Federal government agencies, vehicles not required to be licensed for road use (e.g., marked police cars, fire trucks and ambulances) and vehicles for resale.
- ☐ Leased vehicles.

As a point of clarification, the following taxes DO NOT apply to the sale of motor vehicles:

- ☐ General Sales and Use Tax
- ☐ City and County Local Tax
- ☐ Federal Excise Tax (as the State is Exempt)
- ☐ Transit Improvement 0.25% Sales and Use Tax

26. **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this RFB/EVENT must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, insurance, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the RFB/EVENT.

27. **CONTRACT PRICES**. Responders must offer a **fixed price** for the base unit and all optional equipment and services being offered. Equipment or options that are offered without a fixed price will not be included on any Contract issued from the RFB/EVENT. No price increases or decreases will be accepted during the life of the Contract.

If a large volume one-time purchase situation arises, the State reserves the right to issue an additional RFB/EVENT, separate and aside from this RFB. The State may use whatever RFB/EVENT procedure that is most advantageous to the State. The State also reserves the right to issue another RFB/EVENT if new makes and models become available that would be of interest and benefit to the State or CPV members.

Under the umbrella of this Contract, Contract Vendors may not offer discounts on quantity purchases, reduced prices based on damaged equipment or lower prices contingent upon a potential equipment trade-in or any other ordering incentive. This includes, but is not limited to, offering optional items that are on the Price Schedule at “no charge” to secure the order.

Customers wishing to pursue additional price discounts or items that are not listed on the Contract must issue a separate RFB/EVENT according to their entities' purchasing procedures.

A Vendor Performance Report will be filed against any Contract Vendor who does not follow the terms of the Contract and may, but not limited to, have its Contract cancelled or may be suspended and/or debarred from doing business with the State.

OPTIONAL EQUIPMENT - Terms such as “call for price,” “prices subject to change without notice,” “call dealer,” “specifications subject to change without notice,” or other type disclaimers will not be accepted on the prices submitted with the offer. If the Price Schedule offers a discount off list from an OEM Price List, the OEM Price List date and number must be included on the Price Schedule.

28. **ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Materials Management Division, a fee of 1% (.01 multiplication factor) of the total **invoiced** sales during that quarter, to assist with the cost of administering the Contract. The administration fee **MUST** be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1^{st} Quarter), October 1 to December 31 (2^{nd} Quarter), January 1 to March 31 (3^{rd} Quarter), and April 1 to June 30 (4^{th} Quarter).

The **Quarterly** Report Form will be supplied by the Acquisition Management Specialist **in Excel® format.** The Contract Vendor must provide a report detailing the total **invoiced** sales to State agencies and CPV members.

The report must be submitted quarterly **via e-mail** to the Acquisition Management Specialist ***AND*** a **paper copy** of the quarterly usage report must be sent with check on or before the required 30 days after the end of the quarter.

The Contract Vendor is required to submit the Admin Fee for all orders that were **received** during the Contract Term but **invoiced after the end** of the Contract Term. A separate tab titled “Supplemental Report Form” is included on the Quarterly Report form that is issued by the Acquisition Management Specialist.

STATE OF MINNESOTA
EQUIPMENT SPECIFICATIONS
EVENT #2000002117

SPECIFICATION: 760-1114 **November, 2013**

1.0 SCOPE ARTICULATING WHEEL LOADER

This unit shall be the most currently advertised production model as modified per specifications and approved by Mn/DOT, furnished with all standard equipment advertised whether or not specifically called for here, except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required, and ready for immediate operation - meeting all applicable codes and standards.

2.0 ARTICULATING WHEEL LOADER REQUIREMENTS

2.1 Articulating wheel loader shall have a backup alarm.
2.2 Articulating wheel loader shall have an operator warning system.
2.3 Articulating wheel loader shall include inside cab gauges or electronic monitoring to include fuel, hydraulic oil temp, engine coolant temp, hour meter, transmission oil temp, tachometer, engine oil pressure, and voltmeter/alternator.
2.4 Unit shall include inside cab rear view mirror and outside West Coast style mirrors.
2.5 Cab shall have ROPS and seatbelt.
2.6 Unit shall have front and rear windshield washer and wiper system.
2.7 Unit shall have cab heater with window defroster.
2.8 Unit shall have road and work lights.
2.9 Unit shall include parking brake.
2.10 Unit shall have vandal-proof caps and engine compartment.
2.11 Unit shall have hydraulic steering.
2.12 Frame/steering shall be articulating with safety lock.
2.13 Engine shall be liquid-cooled, diesel type.
2.14 Unit shall have engine coolant heater with weather-proof plug.
2.15 Unit shall have cold-starting aid system.
2.16 When offering attachments such as buckets with quick couplers, 4 in 1 buckets, wing plows, etc., price must include everything needed so unit is complete, installed, and ready-to-use by the operator from the cab.
2.17 Manufacturer's standard color acceptable, lead free paint.
2.18 Articulating wheel loader shall be delivered with one complete additional set of OEM air and fluid filters.
2.19 Each articulating wheel loader shall be supplied with one set of parts, service, repair and operations manuals.
2.20 Vendor to ensure equipment meets all current federal and Minnesota safety codes.

EQUIPMENT INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, manufacturer's representative, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor, or their Subcontractor, shall maintain such insurance in force and effect throughout the term of the Contract. The Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized agent upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies), or their Subcontractor's insurance company(ies), waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's, or their Subcontractor's, performance under this Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies),shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 day's advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Contract Vendor, or their Subcontractor, shall obtain insurance policy(ies) from insurance company(ies) that either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's, or their Subcontractor's, Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's, or their Subcontractor's, policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:** Except as provided below, Contract Vendor, or their Subcontractor, must provide Workers' Compensation insurance for all their employees in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

   Coverage B - Employer's Liability
   $100,000 Bodily Injury by Disease per Employee
   $500,000 Bodily Injury by Disease Aggregate
   $100,000 Bodily Injury by Accident

   If Minn. Stat. § 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

   If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

   Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. **Automobile Liability or Garage Liability Insurance:**
   The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

   Auto Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

   Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

   A. Minimum Limits of Liability:
   $2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

   B. Coverages:
   X Owned Automobile
   X Non-owned Automobile
   X Hired Automobile

   Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. **General Liability or Garage Liability Insurance:**
   The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.
   General Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment. Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

   A. Minimum Limits of Liability:
   $2,000,000 - Per Occurrence
   $2,000,000 - Annual Aggregate
   $2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

X Premises and Operations Bodily Injury and Property Damage
X Personal & Advertising Injury
X Blanket Contractual
X Products and Completed Operations
X **State of Minnesota named as an Additional Insured**

4. **Garagekeepers Liability or Property of Others Insurance or equivalent:**
The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor. The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owner's autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor. The Contract Vendor is solely responsible for the coverage equal to that of the actual cash value of vehicles/mobile equipment in the Contract Vendor's, or their Subcontractor's, care, custody and control at any given point in time.

Garagekeepers Liability insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

Property of Others insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

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Terms and Conditions

1. OVERVIEW
Responders must be registered as a vendor in the SWIFT system, and accept the SWIFT RFB/Event. LATE RESPONSES ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

   The RFB/Event General Terms and Conditions, Specifications, and Special Terms and Conditions are part of this RFB/Event and will be incorporated into any Contract(s) entered into as a result of this RFB/Event. This is a request for response to an RFB/Event and is not a purchase order.

   All responses to this RFB Event must be prepared as required in the SWIFT Supplier Portal and submitted electronically in the SWIFT system. Paper responses will be rejected. Electronic signatures are required and are part of the SWIFT process. Address all correspondence and inquiries regarding this RFB/Event to the Acquisition Management Specialist AMS named in the Special Terms and Conditions. Any communication regarding this RFB/Event with any state personnel other than the AMS may result in rejection of the response.

   Should the responder’s response be accepted by the 90 days from the due date, the person who signs the response agrees to furnish and deliver any or all services or items ordered by the entities eligible to purchase from the Contract in accordance with its response and the terms and conditions of this RFB/Event. The responder agrees that the terms of its response will remain open until it is accepted or rejected by the State. If the response is accepted, it will become part of a legal and binding Contract between the responder and the State of Minnesota. The Contract will be in force upon full execution by the Contract Vendor and the State.

2. ESTIMATED AMOUNT. If there is an estimated total dollar value of the RFB/Event listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFB/Event are estimated quantities only and impose no obligation upon the State either minimum or maximum.

3. TIME OF SUBMISSION. All electronic responses must be received in the SWIFT Supplier Portal by the due date and time. Responses are time-stamped in the system. LATE RESPONSES ARE NOT ALLOWED BY THE SWIFT SYSTEM AND WILL NOT BE CONSIDERED.

4. AUTHORIZED SIGNATURE. Your response must be submitted by an authorized representative, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, assistant treasurer or authorized representative.

   If your company is a corporation, the electronic signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

   If someone other than the corporate officers listed above electronically signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must be provided upon request. The evidence can be either:

   • A corporate power of attorney, or

   • A certified copy of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

5. COMPLETION OF RESPONSES. A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

6. CONTRACT DOCUMENTS. Contract documents, including the bond and insurance requirements stated in the Special Terms and Conditions in the RFB/Event, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.

7. PAPER, FACSIMILE OR E-MAIL RESPONSES. Neither paper, facsimile nor e-mail responses will be considered unless specifically authorized by the State in the RFB/Event Special Terms and Conditions.

8. ACCEPTANCE OR REJECTION OF RESPONSES. The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informality.

9. ADDENDA TO THE RFB/EVENT. Changes to the RFB/Event will be made by electronic addendum via a New Version of the Event. Any addenda issued will become part of the RFB/Event. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the AMS listed in the Event.

10. WITHDRAWING RESPONSE. Prior to the close of the RFB/Event any responder may withdraw its response by withdrawing the offer from the SWIFT RFB/Event, notifying the MMD Assistant Director in writing of the desire to withdraw, by appearing in person at MMD and withdrawing the response, or by telegraphic writing or facsimile received by the MMD Assistant Director, requesting withdrawal of the response.

    Subsequent to the end of the Event, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the MMD Assistant Director within a reasonable time after the opening of the response and prior to the State’s detrimental reliance on the response.

11. IDENTIFICATION OF OFFER. Responses shall indicate brand name, trademark, catalog number, model, etc., as applicable, for the products offered. If products offered are other than specified, the response should include descriptive literature with illustrations.

12. SPECIFICATIONS. Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the RFB/Event. Alternate responses offering lower quality or not an approved equal will not be considered. The State reserves the right to reject any or all responses that are not an approved equal.

13. MATERIAL DEVIATION. The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR BID. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the RFB/EVENT General or Special Terms and Conditions, and specifications that:

    a. Gives the responder taking the exception a competitive advantage over other responders, or

    b. Gives the State something materially different from that which the State requested.

14. SAMPLES. When required, samples are to be furnished at no charge. Except for those destroyed or mutilated in testing, samples will be returned to the responder, at its expense, if requested in the response.

15. DELIVERY. The responder is to state the delivery time offered in the appropriate place in the SWIFT/Event. When delivery time is an important factor, it will be stated in the Special Terms and Conditions, and may be a factor in the award. The State reserves the right to reject a lower-priced response that offers delayed or protracted delivery in favor of a higher priced response offering a more timely delivery. Such responders are obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to purchase necessary quantities from alternate sources and charge any price premium to the Contract Vendor.

16. PRICES. Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

    a. TRANSPORTATION. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.

    b. PRICE DECREASES. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

    c. PRICE INCREASES. After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industry wide or regional increase in the Contract Vendor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract unless approved in writing by the MMD Assistant Director. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the Assistant Director. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

17. DISCOUNTS. Unless otherwise provided for by the RFB/Event, discounts must be quoted as a single discount percentage.

18. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

    Conditions of Payment. The Contract Vendor under this Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the State's Office of the Secretary of State.

19. PROMPT PAY DISCOUNTS. Prompt pay discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date of

receipt of the invoice, receipt of shipment or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.

20. CONDITION AND PACKING. Packaging and packing, if not specifically stated in the RFB/Event document or specifications, must conform to the best commercial practices and ensure delivery in good condition. Goods must be marked and packing slips included.

21. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a state contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Assistant Director.

    The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

22. TAXES. DO NOT add sales tax to the prices being offered. Unless otherwise instructed in the Special Terms and Conditions of this RFB/Event, state agencies will pay all applicable taxes to the Department of Revenue using the Direct Payment Permit 1114. Vendors may go to: http://www.revenue.mn.us regarding applicable sales tax (Fact Sheet 142).

    If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

23. ACTING IN CASES OF DOUBTFUL RESPONSIBILITY. If the MMD Director or MMD Assistant Director, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

24. NONRESPONSIVE OFFERS. Responses that do not comply with the RFB/Event will be considered nonresponsive and will be rejected.

25. COPYRIGHT. The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

26. AWARD. Unless otherwise provided for in the RFB/Event Special Terms and Conditions, the award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. Unless otherwise stated in the Special Terms and Conditions, the State reserves the right to award items separately, by grouping items, by total lot or by issuing multiple awards to more than one responder. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the RFB/Event, or to re-issue the RFB/Event, whichever is in the best interest of the State.

    a. LOW-TIED RESPONSES. Low-tied responses will be referred to the director of MMD. The director or delegate may enter into negotiation with the low-tied responders when the director deems such action to be in the best interest of the State.

    b. TG/ED PREFERENCE. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a 6 percent preference and certified economically disadvantaged (ED) businesses will receive a 6 percent preference, except for construction which will receive a 4 percent preference, on the basis of award for this RFB/Event except when mandated by the federal government as a condition of receiving federal funds. The preference is applied only to the first $500,000 of the response. Eligible TG businesses must be currently certified by the Materials Management Division prior to the RFB/Event opening date and time. To verify TG eligibility and certification or ED certification, refer to the MMD web site at www.mmd.admin.state.mn.us under "Vendor Information," or call the division's Helpline at 651.296.2600

    c. VETERAN-OWNED PREFERENCE. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to certified small businesses that are majority-owned and operated by:

    (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
    (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
    (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

    In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

    To receive a preference the veteran-owned small business must meet the statutory requirements above by the RFB/Event opening date and time. The preference is applied only to the first $500,000 of the response.

If you are claiming the veteran-owned preference, attach the required, signed documentation, to your response in the Supplier Portal. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

d. RECIPROCAL PREFERENCE. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor unless except when mandated by the federal government as a condition of receiving federal funds.

27. COMPETITION IN RESPONDING. The State encourages open competition. The State's specifications and the General Terms and Conditions have been developed to satisfy the State's needs while obtaining the best value. Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action. Suggestions from responders regarding the requirements and specifications will be given careful consideration.

28. GOVERNING LAW. The RFB/Event and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

29. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, state, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

30. JURISDICTION AND VENUE. The RFB/Event and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Bid a responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFB/Event, any ensuing Contract, or any breach thereof.

31. SEVERABILITY. If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Contract Vendor will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.

32. SURVIVABILITY. The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification and Hold Harmless, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Admin Fees.

33. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

34. CONFLICT OF TERMS. In the event of any conflict between the General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.

35. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The PO number must appear on all documents (e.g., invoices, packing slips, etc.).

36. USAGE REPORT. Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities, broken down by:

   • State agencies
   • CPV members (if applicable)

   Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

   • Annually, or as requested
   • Final report after the end of the Contract

37. CANCELLATION OF THE CONTRACT. The Contract may be cancelled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract

Vendor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed and accepted.

38. FORCE MAJEURE. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

39. NOTICES. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed to the Acquisition Management Specialist listed in the RFB/Event.

40. COPYRIGHTED MATERIAL WAIVER. The State reserves the right to use, reproduce, and publish responses in any manner necessary for state agencies and local units of government to access the responses, including but not limited to photocopying, state Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that a response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

41. INSURANCE. Prior to execution of the Contract, the successful responder will be required to provide a copy of a Certificate of Insurance, including the workers' compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, and other coverages per the insurance requirements outlined in the RFB/Event.

42. STATE AUDITS (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

    The State reserves the right to authorize delegate(s) to audit this contract and transactions.

43. DISPUTE RESOLUTION PROCEDURES. Any issue a responder has with the RFB/Event document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the RFB/Event opening due date and time. Any issue a responder has with the award or intent to award must be submitted in writing to the AMS within five working days from the time the intent to award, the Contract award date, or date the information is made public, whichever is earliest. This public notice may be made by any of the following methods: notification by letter or email, posted on the Materials Management website, www.mmd.admin.state.mn.us, posted in the Supplier Portal or other electronic notification. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: the responsible AMS, the MMD Assistant Director, and the MMD Director.

44. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

45. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. A company must provide this information when they register as a vendor in the State's SWIFT system. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

46. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

47. RISK OF LOSS OR DAMAGE. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

48. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY. The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the

State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. § 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of $10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 23 and 61 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

49. DEFAULT. A state purchase order constitutes a binding Contract. All commodities and services furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

50. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all RFB/Events for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

51. CERTIFICATION OF NON COLLUSION. By submitting a response to the RFB/Event, I hereby swear (or affirm) under penalty of perjury:

a. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

b. That the response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

c. That the contents of the RFB/Event response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any other individual prior to the official opening of the response.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

52. TRADE SECRET/DISPOSITION OF RESPONSES. All materials submitted in response to this RFB/Event will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFB/Event that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 3.37, the responder must:

a. clearly mark all trade secret materials in its response at the time the response is submitted

b. include a statement with its response justifying the trade secret designation for each item; and,

c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFB, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFBs, for a minimum of seven years.

d. Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a RFB/Event. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

Only information properly identified will be eligible for Trade Secret designation. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Contract. Information labeled "confidential," "proprietary," or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the information is property identified and it meets the statutory definition of a trade secret. Information submitted with the response must be placed in the proper Trade Secret file location as designated in the RFB/Event. Information that may be submitted outside of the electronic system must include a proper cover page clearly indicating trade secret designation. By submitting a response you agree that the information that does not follow the trade secret process defined herein or does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

a. The state will not consider the prices submitted by the responder to be trade secret materials.

53. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret," the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentially of the information.

54. GOVERNMENT DATA PRACTICES. The Contract Vendor and the state must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the

Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the state to the Contract Vendor and all data provided to the state by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the state. The state will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 3.08, apply to the release of the data by either the Contract Vendor or the state.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

55. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

56. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C145, the Contract Vendor shall comply with the following nonvisual technology access standards:

    a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

    b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

    c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

    d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

    These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

57. HUMAN RIGHTS/AFFIRMATIVE ACTION. The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

58. REQUEST FOR CLARIFICATION. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB/Event, it shall immediately notify the Acquisition Management Specialist in writing of such error and request modification or clarification of the document.

    Responders are cautioned that any activity or communication with a state employee or officer, or a member of the Evaluation Team, regarding this RFB/Event's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this RFB/Event, its content or process, must be directed to the Acquisition Management Specialist listed in the RFB/Event documents.

59. ENTIRE AGREEMENT. A written Contract (including the contents of the RFB/Event and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties.

60. STATE REQUIREMENTS FOR ENERGY STAR COMPLIANT PRODUCTS. The Contract Vendor is responsible to present information to state agency and Cooperative Purchasing Venture (CPV) customers regarding whether a product is in compliance with the Energy Star Standards. The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance with the Energy Star Standards. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the Energy Star Standards.

61. STATE AGENCY CONTRACT USE. The state intends to use the RFB/Event and resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the state will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

    The Contract must be used by state agencies unless a specific exception is granted by the

Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

62. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

• a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the state;
• the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
• the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the state may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the state may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the state's rights.

63. AMENDMENTS. The state reserves the right to make changes to the Contract, when mutually agreed by the State of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. This may include, but is not limited to, the addition or deletion of goods and/or services. Any changes must be confirmed through a fully executed Contract amendment approved by the authorized signatories of the Contract Vendor and the State, as required by law.

64. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this RFB/Event will be required to provide their bank routing information to the Minnesota Management and Budget to enable payments to be made through EFT.

65. OWNERSHIP.

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the state shall be the exclusive property of the state and all such material shall be remitted to the state by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the state.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the state along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the state, to execute all papers and perform all other acts necessary to assist the state to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the state in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the state will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Contract and which the state did not pay the Contract Vendor to create. The Contract Vendor grants the state a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Contract.

66. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information by contacting the AMS detailed herein.

67. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the state, the state shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the state against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the state.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the state the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the state is not reasonably available, the state shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

68. ANTITRUST. The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from

antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the state.

69. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED. By signing and submitting a response to this RFB/Event, Contractor/responder certifies that they have read and will comply with Minn. Stat. § 325E.385-325E.388).

70. UNDILUTED COAL TAR SEALERS. By signing and submitting a response to this RFB/Event, the Contractor/responder is certifying that undiluted coal tar sealers are not included in their response. Undiluted coal tar sealers are defined as any sealant containing coal tar that has not been mixed with asphalt and is intended for use on asphalt surfaces, including driveways and parking lots. See Minn. Stat. § 116.201.

71. E-VERIFY CERTIFICATION. By submission of a response for services in excess of $50,000, the responder certifies that as of the date of services performed on behalf of the state, the responder and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the state. This is required by Minn. Stat. § 16C.075. In the event of contract award, the contract vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on the MMD website. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

72. PREVAILING WAGE. If this RFB/Event involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by state funds, then pursuant to Minn. Stat §§ 177.30-.32, 177.41-.44 and corresponding Minn. R. 5200.1000 to 5200.1120 this contract is subject to the prevailing wages established by the Minnesota Department of Labor and Industry. Specifically all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned prevailing wage requirements may result in civil or criminal penalties. For questions regarding the prevailing wage laws, contact the Department of Labor and Industry at 651.284.5091.

Return

PURCHASE ORDER CONTRACT
(State of Arizona Bid List)
Contract No. ______________

This Purchase Order Contract is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Vanguard Truck Centers, hereinafter designated as "Contractor."

RECITALS:

A. Contractor has contracted with the State of Arizona to provide Vehicle supplies pursuant to State Contract No. ADSPO14-063241 (the "State Contract") and any amendments approved by the State; and

B. Pursuant to A.R.S. § 41-2631 *et seq*. and the Chino Valley Town Code § 32.08, Town has authority to utilize state cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town Manager has determined that bidding this item separately is unlikely to result in a lower purchase price.

D. The Town of Chino Valley has entered into a Lease Purchase Agreement with Zions First National Bank related to the financing of the vehicle purchases set forth in this Cooperative Purchasing Contract.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work. Contractor shall provide the GU433 10 Wheel Dump Truck as set forth in Exhibit A, attached hereto and incorporated herein by this reference and in accordance with the State Contract # ADSPO14-063241 documents.

2. Specific Requirements of Town. Contractor shall comply with all specific purchase and delivery requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

3. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work and delivery of the vehicle to Town on or before December 31, 2014.

4. Payment. The Contract Fee is $180,000.00. Payment to the Contractor for the equipment provided shall be made in accordance with the price list and terms set forth in the State Contract.

4. Terms of State Contract Apply. All provisions of the State Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein.

5. Certificates of Insurance. All insurance provisions of the State Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the State Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Town with a copy of the current Certificates of Insurance required by the State Contract.

6. Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1, 2014, Town may terminate this contract by giving written notice to Contractor. Otherwise, this Purchase Order Contract shall commence upon approval and continue through June 30, 2015. All Purchase Orders must be issued by Town prior to expiration or termination of the underlying State Contract. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _______________, 2014.

TOWN OF CHINO VALLEY:

By: ____________________
Chris Marley, Mayor

CONTRACTOR:

By: ________________________
Title: _______________________

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Phyllis Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
Town Attorney

EXHIBIT A
CONTRACT OF STATE OF ARIZONA

Contract No. ADSP014-063241 (34 pages, including Certificate of Insurance and Specifications for Heavy Duty Cab and Chassis)

Bid Documents, including Vendor's bid (incorporated by reference into the Contract) (22 pages)

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Specifications: See attached proposal prepared for Chino Valley for GU433 10 Wheel Dump Stock Unit

Schedule of performance: Delivery shall be on or before December 31, 2014

Delivery location: Town of Chino Valley Public Works
1020 West Palomino Road
Chino Valley, AZ 86323

Notices: All notices to Town shall be sent to:

Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

Attach: Certificate of Insurance

Offer and Acceptance

Contract No: ADSPO14-063241

Description: Statewide Medium and Heavy Duty Cab and Chassis

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201 Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Truck Center dba Vanguard Truck Center
Company Name

2402 South 19th Ave.
Address

City	State	Zip
Phoenix	AZ	85009

scott.pearson@vanguardtrucks.com
Contact Email Address

Signature of Person Authorized to Sign Offer

Tommy Lyons
Printed Name

Sales Manager
Title

Phone: 602-258-4500

Fax: 602-258-5905

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41–1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS/ ☑ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSPO14-063241.

The effective date of the Contract shall be: January 15, 2014.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona Awarded this 9 **day of** January 2014

Procurement Officer

	Table of Contents	State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

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The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:

Special and Uniform Instructions to Offerors ADSPO14-00003602

All Solicitation Attachments

Pricing (all pricing is contained within the line items in ProcureAZ AND in an attached spreadsheet in ProcureAZ Attachments)

Contractor's Final Proposal Documents (Submitted in response to solicitation ADSPO14-00003602 and included by reference, attached in ProcureAZ)

Solicitation ADSPO14-00003602 as amended, including all attachments and exhibits

	Specifications	**State of Arizona** **State Procurement Office** 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

1. INTRODUCTION/BACKGROUND

1.1. Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

1.2. The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

2. GENERAL CONDITIONS AND REQUIREMENTS

2.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.

2.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

2.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.

2.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received with in this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

3. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

4. CHASSIS UPFIT/MODIFICATION

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.

5. WARRANTY

5.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer's warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.

5.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

6. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

6.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.

6.2. **Fluid Requirements –** Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.

6.3. **Service Requirements –** All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:

- Complete lubrication
- Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
- Full tank(s) of fuel, less delivery fuel
- Engine adjustment to proper operation condition
- Tire inflation to correct pressure
- Checking of all mechanical and electrical operations
- Checking for any appearance defects
- Cleaning, removal of all unnecessary tags and stickers, washing if necessary

6.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.

6.5. **Special Title Requirement –** There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State's communities. These purchases will be made for authorized political subdivisions.

6.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.

6.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following;

- All standard factory equipment
- Automatic transmission
- Cruise Control
- Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
- Air conditioning
- Cloth seats
- Rear view mirrors on driver and passenger doors

- Standard tint glass, if available

7. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

7.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.

7.2. **Shop Manuals –** Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.

7.3. **Diagnostic Tools/Subscriptions** – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

8. EXECUTIVE ORDER 2006-13

8.1. Executive Order 2006-13 shall apply to all State agencies, boards and commissions.

8.2. Contractors shall offer all Cab and Chassis that meet the requirements of Executive Order page 3, paragraph E. and/or meet low GHG emission standards. Vehicles that “meet low-GHG emission standards” are vehicles from the EPA Green Vehicle Guide at http://www.epa.gov/greenvehicles/Index.do;jsessionid=8230dfdfdadb59257e15 that have a Greenhouse Gas Score of 8 or higher, or vehicles that operate on propane, liquefied natural gas (LNG), or compressed natural gas (CNG).

9. MANUFACTURER’S CERTIFICATION

The Contractor shall submit a current and complete Manufacturer’s Certification form (Attachment IV), stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification.

	Special Terms and Conditions	State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

1. CONTRACT

1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type**.** The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contact amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit organizations may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities**.** The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

1.10 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contactor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

1.12 Acceptance. Determination of the acceptability of goods and services shall be made by the sole judgment of the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

1.13 Cancellation. The State reserves the right to cancel the whole or any part of the contract if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to;

1.13.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,

1.13.2 Failure to provide the State with acceptable proof of compliance with prescribed insurance required

1.13.3 Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;

1.13.4 Repeated failure to comply with the requirements of the Contract;

1.13.5 Material disregard of or failure to comply with any applicable Federal, State or Local law, regulation or ordinance

1.13.6 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;

1.13.7 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and

1.13.8 Attempting to assign this Contract without obtaining the State's prior consent.

1.14 Contract Personnel.

1.14.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall provide mentally alert, physically fit and qualified individuals to ensure contracted services progress in a safe, orderly and timely manner.

1.14.2 During the course of the contract, the State reserves the right to require the contractor to remove from the project contractor employees found unacceptable by the State. The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.

1.15 Licenses. The contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor in performance under this contract.

1.16 Appropriation of Funds. Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. USAGE REPORTS

2.1 Contractors shall submit a Quarterly Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site http://spo.az.gov/Contractor_Resources/Admin_Fee/. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.

2.2 Contractors shall submit the Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Usage Reports shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: "Statewide Contract Usage Report"
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

2.3 The submission schedule for Usage Reports shall be as follows:

July through September (FY Q1)	Due October 31
October through December (FY Q2)	Due January 31
January through March (FY Q3)	Due April 30
April through June (FY Q4)	Due July 31

2.4 Contractor's failure to remit accurate quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

2.5 Annual Itemized Spend Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

3. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property pursuant to A.R.S. §13-3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property and fail to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, 'Criminal trespass in the third degree; classification.'

4. CONTRABAND

4.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

4.2 DEFINITION - A.R.S. ¦ 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

4.3 PROMOTING PRISON CONTRABAND - A.R.S. ¦ 13-2505:

4.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

4.3.2 Promoting prison contraband is a Class 5 felony.

5. CURRENT MODELS

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

6. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

6.1 The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:

6.1.1 The dealer or outlet name

6.1.2 Location (physical address)

6.1.3 Telephone/fax numbers and email information

6.1.4 Key personnel at that location

6.2 Approval shall be in the form of a bilateral change order in ProcureAZ, and shall become effective on the date the change order is the 'Sent' status.

7. DELIVERY (MINIMUM)

7.1 Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment I.

7.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

7.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.

7.4 The following documents shall be provided upon delivery of the vehicles(s):

7.4.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement

7.4.2 Warranty Document

7.4.3 Manufacturers unaltered invoice

7.4.4 The retail price label must be affixed to the window of all vehicles delivered

7.4.5 Delayed warranty/in-service start request form (if requested by ordering entity)

8. EQUIPMENT INSPECTION

8.1 Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

8.2 Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

9. EXCISE TAX EXEMPTION

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user shall report such facts to the vendor.

10. FINANCIAL SOUNDNESS

10.1 The State Procurement Office (SPO) must be notified in writing of any substantial change in the Contractor's financial condition during the term of the Contract. Failure to notify SPO of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

10.2 The State may request the Contractor and any of the Contractor’s Subcontractors to provide a certified Statement of Financial Capability or the company’s most current financial Statement which has been audited by their outside auditing firm.

11. IN-SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

12. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

13. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. **Worker's Compensation and Employers' Liability**

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractors exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS**: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION**: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS**: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE**: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS**: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS**: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. INVOICE – BILLING

14.1 All billing notices or invoices shall be sent to the eligible agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information:

14.1.1 Both the contract number and contract release/purchase order number

14.1.2 Name and address of the contractor

14.1.3 The contractor's remittance address

14.1.4 Contractor's representative to contact concerning billing questions

14.1.5 Contractual payment terms

14.1.6 Applicable taxes

15. LOBBYING

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all Contracts with Subcontractors.

16. OPTIONAL EQUIPMENT

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

17. ORDERING

17.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.

17.2 Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

17.3 Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.

17.4 Order Guides. Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by an eligible agency.

17.5 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

17.6 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. See Specifications Section 2.4 of this document for specific contract requirements.

18. OUTRIGHT PURCHASE

The Contractor shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a port of this agreement. Title shall transfer to the eligible agency at the time of acceptance, or when the vehicle(s) is accepted at the eligible agency's site.

19. PANDEMIC CONTRACTUAL PERFORMANCE

19.1. The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

19.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

19.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contactor shall produce the written plan within 72 hours of the request.

20. PRICING

20.1. For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

20.2. **Medium and Heavy Duty Cab and Chassis and Available Options.** All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

20.3. **Delivery.** Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment I. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

20.4. **Supplemental Pricing – All Inclusive.** Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

20.5. Pricing for any additional products or services shall be in accordance with the information provided in Attachment I (Supplemental Pricing Information), Attachment V (Pricing and Specifications Spreadsheet) and line items in ProcureAZ.

20.6. **Price Adjustment**. A fully documented request for a price increase shall be based on the annual OEM model year change.

20.6.1. The State reserves the right to review a request for price increase due to model year change at any time during the term of the contract. The written request from the Contractor shall provide justification for the increase. If requested at any other time other than contract renewal, the request shall include written documentation for the manufacturer stating the availability of the new model year vehicles.

20.6.2. All written requests for price adjustments made by the Contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

20.6.3. All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

20.7. **Price Reductions**. Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;

- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

20.8. **Sales Promotions.** In addition to decreasing contract pricing in accordance with the provision entitled Price Reduction, the Contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision, the Contractor shall submit:

20.8.1. A formal request that identifies the affected contract product or product groups

20.8.2. The promotional price vs. the existing contract price

20.8.3. The start and end date of the sales promotion

Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the Contractor shall provide conspicuous notice of the promotion.

21. PRODUCTS

21.1. Product Removal. The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.

21.2. Product Discontinuance. In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the

State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
- Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

21.3. New Products. The State, at its sole discretion, reserves the right to include additional products or product categories that are within the Specifications and in the best interest of the State. The request may be submitted at any time during the contract period and shall be supplemented with the information below. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

21.3.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

21.3.2. Documentation from the manufacturer that cites the effected products by item number and description.

21.3.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. NO OTHER PRODUCTS SHALL BE ALLOWED.

21.3.4. That States prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percent %) from list price as existing products.

21.4. Warranty. All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the Eligible Agency. The written warranty shall be included with the delivered vehicles to the Eligible Agency.

21.5. Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

21.6. Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.**

22. SUBCONTRACTS

22.1. Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment III, Proposed Subcontractors, or a document containing the information requested in Attachment III.

22.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

23. TRAINING QUALITY ASSESSMENT

If determined by the eligible agency that training was insufficient and did not meet all requirements of the contract, the Contractor must conduct additional training at the same location and at the Contractor's expense. Scheduling of any repeated classes shall be coordinated through the requesting eligible agency.

24. VEHICLE DOCUMENTATION

The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

25. VEHICLE CONTRACTS PHASE I AND PHASE II (INCLUDING PURCHASES FROM STOCK)

25.1. The State of Arizona shall continue to have two-phase contracts for vehicles. The intent of the two-phase contract is to allow eligible agencies vehicle contract coverage for a full 12-month period.

25.2. Phase I shall take effect upon award of this Invitation for Bid and shall expire on the factory cut-off date.

25.2.1. The Contractor shall notify the State of a contracted vehicle's Production Cut-off date in writing and received by the contract administrator no later than thirty (30) calendar days prior to the effective date of the Production Cut-off. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Production Cut-off to the Contractor, the Contractor shall notify by telephone, email or letter, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of Production Cut-off to the Contract Administrator upon request.

26. VEHICLE PRICING-PHASE II (PURCHASES FROM STOCK)

26.1. Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which shall be effective upon the expiration date of Phase I and shall expire upon the award of the succeeding year vehicle contract.

26.2. Eligible agencies have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

26.3. Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

26.4. The Phase II, or purchase from stock, contract price for the vehicles shall be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering eligible agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. **Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering eligible agency.**

27. FEDERAL TERMS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS

27.1. **BUS TESTING** The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:

Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

27.2 **BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. RoIling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

27.3 **CARGO PREFEREENCE REQUIREMENTS**

The Contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

27.4 **CIVIL RIGHTS**

The Contractor is required to comply with Executive Order 99-4 “Non-Discrimination in Employment by Government Contractors and Subcontractors,” which is hereby included in its entirety by reference and considered a part of this Contract.

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled “ Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

27.5 **CLEAN AIR**

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

27.6 **CLEAN WATER**

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

To include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

27.7 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

Withholding for unpaid wages and liquidated damages: The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and basic records: Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.8 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

27.9 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

27.10 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

27.11 **LOBBYING RESTRICTIONS**

Contractors who apply or bid for an award of $100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

27.12 **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

27.13 **PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27.14 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27.15 **PRIVACY ACT**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27.16 **STATE AND LOCAL LAW DISCLAIMER**

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

	Uniform Terms and Conditions	**State of Arizona** **State Procurement Office** 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

Version 9 (Revised 7-1-2013)

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. <u>Arizona Law</u>. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and it's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;
4.5.2. Cancel the Contract; or
4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

	Exhibit A	**State of Arizona** **State Procurement Office** 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

Quote Sheet
State of Arizona Contract
Medium and Heavy Duty Cab and Chassis

DATE:	
CUSTOMER:	
State Contract Number:	ProcureAZ Line Item Number:
Vehicle Description: Make, Model, Vehicle Code, And Trim Level	
Base Vehicle Price	$
Manufacturer Options Upgrades or Upfit/Modifications Requirements	
1.	$
2.	$
3.	$
4.	$
5.	$
6.	$
7.	$
8.	$
9.	$
10.	$
$	**Subtotal (Including Destination and Options)**
$	**Upfit/Modification Requirements**
$	**SALES TAX**
$	**TIRE TAX**
$	**DELIVERY FEE**
$	**TOTAL DELIVERED PRICE**

	END OF DOCUMENT	**State of Arizona** **State Procurement Office** 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063241	
	Description: Medium and Heavy Duty Cab and Chassis	

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. f.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Chino Meadows

AGENDA ITEM TITLE:

Consideration and possible action to approve change order number 1 to the existing Yavapai County Intergovernmental Agreement by $447,020.00 for phase 1 of the Chino Meadows Flood Control Project for a total project amount of $450,000.00.

RECOMMENDED ACTION:

Approve change order number 1 to the existing Yavapai County Intergovernmental Agreement by $447,020.00 for phase 1 of the Chino Meadows Flood Control Project.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	05-90-5515
Available:	$450,000

Funding Source:

Funds to be accounted for in the Capital Improvement Fund.

Attachments

Staff Report

Supporting Information

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

Yavapai County has committed to fund three stormwater projects within the Town of Chino Valley. This commitment is contingent on the availability of funding. In the current fiscal year, Yavapai County has committed to fund $450,000.00 to the Chino Meadows Units 2 & 5 Drainage project. The engineering estimate for the entire project is $1,084,000.00. Therefore, with insufficient funding to complete the entire project in one fiscal year, the project has been split into 2 phases. The first phase of the project is to construct a box culvert at Porcupine Pass at Little Doggie Draw and begin the channel improvements to Little Doggie Draw. The construction drawings for this phase of the project are nearing completion. The right-of-way for the project is currently being negotiated. The project will be completed within the current fiscal year.

The second phase of the project will be to continue the channel improvements to Little Doggie Draw, construct a new box culvert at the Peavine Trail and Little Doggie Draw, and extend a significant detention pond on the east of the Peavine Trail parallel to Railroad Avenue.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- N/A

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

Yavapai County has prepared the change order necessary to fund $450,000.00 to the Chino Meadows Units 2 & 5 Drainage project. This funding will construct phase 1 of the project within the current fiscal year. Pending the availability of funding from Yavapai County, Phase 2 of the project will be funded in the next fiscal year.

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- N/A

YAVAPAI COUNTY FLOOD CONTROL DISTRICT
WWW.YCFLOOD.COM

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX

10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

August 5, 2014

Ron Grittman, P.E.
Public Works Director/Town Engineer
Town of Chino Valley
1982 Voss Drive
Chino Valley, AZ 86323

Re: Town of Chino Valley, Flood Control District Project Funding for Fiscal Year 2014/15

Dear Ron:

This letter is being written to confirm funding availability for an Intergovernmental Agreements (IGA) between the Yavapai County Flood Control District and the Town of Chino Valley for fiscal year 2014/15. On August 4th, 2014, the District Board of Directors approved the below IGA with the listed funding amount.

The funded project (Chino Meadows Drainage Improvement Project) is simply a change order to the existing recorded IGA that will likely just need signature and confirmation of the funding by the Mayor or his representative. If you would like to put the change order before your Town Council for formal approval, that is perfectly acceptable to the Flood Control District as well, but I do need a signed copy returned to me for our records. To summarize, the following project has funding provided to the Town of Chino Valley via a Change Order to an existing IGA, totaling $450,000 for FY 14/15:

Chino Meadows Drainage Improvement Project -	$450,000 funding
TOTAL (FY 2014/15):	**$450,000**

If you have any questions about the above matters, please do not hesitate to call or email.

Sincerely,

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

Daniel A. Cherry

Dan Cherry, P.E., CFM
District Director
Yavapai County Flood Control District
(928) 771-3197

YAVAPAI COUNTY FLOOD CONTROL DISTRICT
WWW.YCFLOOD.COM

1120 COMMERCE DRIVE
PRESCOTT, AZ 86305
928.771.3197 PHONE
928.771.3427 FAX

10 S. 6TH STREET
COTTONWOOD, AZ 86326
928.639.8151 PHONE
928.639.8118 FAX

CHANGE ORDER
INTERGOVERNMENTAL AGREEMENT
FISCAL YEAR 2014/15

PROJECT: ADMS Project #3, Chino Meadows Drainage Improvement Project

FCD Project#: FC0071

Date of Original Intergovernmental Agreement (IGA): July 15, 2013

OWNER: Yavapai County Flood Control District — Change Order No. 1

COMMUNITY: Town of Chino Valley — Change Order Date: 8/4/2014

The following changes shall be made to this Contract:

The Project added to this Contract is	construction of proj.
The original IGA Contract Sum was	$ 120,000.00
Net change by previous Change Orders (+ or -)	$ 0.00
IGA Funds spent to date (through end FY 13/14)	$ 117,020.00
IGA Funds remaining at end of FY 13/14	$ 2,980.00
The Contract IGA Sum will be changed by	$ 447,020.00
Contract IGA Sum for FY 2014/15	$ 450,000.00

The term of this agreement will be extended to June 30th, 2015, and shall be automatically renewed for additional one year terms, until the completion of identified drainage improvements.

Comments: The Town of Chino Valley spent $117,020.00 of the original IGA amount for this project in FY 13/14 for design of the drainage improvements. The Town has requested that the proposed District contribution of $450,000 for FY 14/15 on the same Chino Meadows Drainage Improvement Project. The proposed amount on this IGA for FY 14/15 is $450,000. It is understood that subsequent years will continue construction on this drainage project.

Yavapai County Flood Control District
1120 Commerce Dr.
Prescott, AZ 86305

By: [signature]

Date: August 4, 2014

Town of Chino Valley
ATTN: CHRIS MARLEY, MAYOR
202 N. State Route 89
Chino Valley, AZ 86323

By: ______________________

Date: ______________________

Ht

B: 4980 P: 85 09/06/2013 03:46:59 PM INAG
2013-0051456 Page: 1 of 5
Leslie M. Hoffman
OFFICIAL RECORDS OF YAVAPAI COUNTY $0.00
YAVAPAI CO FLOOD CONTROL

When recorded in the Office of the
Yavapai County Recorder return to:

Yavapai County Flood Control District
1120 ~~Commerce Drive~~ Interoffice
~~Prescott, AZ 86305~~

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 15th day of July, 2013, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special district legally created in the State of Arizona (hereinafter called "District") and the Town of Chino Valley, a municipal corporation of the State of Arizona, (hereinafter called "Town") for a period commencing, July 15th, 2013, and extending through completion of the named project.

This agreement provides for financial contribution from the District to the Town in support of the ADMS Project #3; Chino Meadows Drainage Improvement Project. This agreement is funded in an amount not to exceed $120,000.00 for Fiscal Year 2013/2014. Funding contributions for the project in future fiscal years will be dependant on project progress and funding availability. Funding for future Fiscal Years must be requested in writing and will be at the discretion of the Board of Directors of the Yavapai County Flood Control District. All design, engineering, bidding, contracts, inspection and project management shall be the sole responsibility of the Town. The District's involvement in the project is limited to financial contribution as approved by the Board of Directors.

WITNESSETH:

WHEREAS, the District and the Town have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the Town lies within the legal boundaries of the District (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the Town pay ad valorem taxes to support the District; and,

WHEREAS, the Town has experienced storm water control and flooding problems for a number of years in various locations; and,

WHEREAS, the District is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED as follows:

PURPOSE

1. The purpose of this Agreement is to authorize the Flood Control District to pay and contribute to the Town funds in support of the Town's ADMS Project #3; Chino Meadows Drainage Improvement Project. Funding for Fiscal Year 2013-2014 shall not exceed One Hundred Twenty Thousand Dollars ($120,000.00). Funding contributions for the projects in future fiscal years will be dependant on project progress and funding availability and will be at the discretion of the Board of Directors of the Yavapai County

Flood Control District. The District shall make said contributions to the Town in partial payments based upon periodic invoices from the Town. Invoices shall be provided to the District for review prior to reimbursement. The District agrees to pay said invoices monthly or upon an alternate schedule as agreed to between the Town and District.

2. The Town shall use said District funds exclusively for reimbursement of approved costs associated with the projects described above.

3. The Town shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the project.

DURATION

The term of this Agreement is for the entire period of construction of the ADMS Project #3; Chino Meadows Drainage Improvement Project.

TERMINATION

Either party may terminate this Agreement upon ninety (90) days' written notice to the other Party. If terminated by District and if the Project is active and completion is dependent upon funding as provided by this Agreement, District shall pay all invoices for expenses already committed by Town.

RENEWAL

The Parties may, upon mutual written consent, extend this agreement as necessary to carry out its purposes. Upon a written request from the Town, the Board of Directors of the District may provide additional funding for this agreement in future Fiscal Years if the project is not completed within Fiscal Year 2013/2014.

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The Town and the Flood Control District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF CHINO VALLEY

~~Chris Marley~~, Mayor

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

Arlo G. (Chip) Davis, Chairman
Yavapai County Flood Control District
Board of Directors

SEAL

ATTEST:

~~Cecilia Watts, Deputy Clerk~~ Town Clerk
Town of Chino Valley Jami C. Lewis

ATTEST:

Ana Wayman-Trujillo, Clerk of the Board
Yavapai County Flood Control District

APPROVED AS TO CONTENT AND FORM:

Town Attorney

APPROVED AS TO CONTENT AND FORM:

Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the Town has been reviewed by the undersigned town attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Town of Chino Valley.

Town Attorney

Date: 8/13/13

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding contributions for flood mitigation work performed by the Town has been reviewed by the undersigned town attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.

Deputy County Attorney

Date: 8/6/13

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. g.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	10 minutes
Physical location of item:	Townwide

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 14-1047 adopting a policy for the prioritization of roadways for the Town's annual roadway resurfacing program.

RECOMMENDED ACTION:

Adopt Resolution No. 14-1047 adopting a policy for the prioritization of roadways for the Town's annual roadway resurfacing program.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Staff Report

Resolution 14-1047

Policy

Chip Sealed Streets List

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

This resolution will create a policy the will be applied to creation of the Town's annual roadway resurfacing program. The policy will create criteria that will be applied to the Town's roads and street in an effort to rank the streets in order to create an equitable prioritization of the limited funds that the Town has for its annual roadway resurfacing program.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- N/A

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

Over the past several years, the Town has had its Highway User Revenue Funds (HURF) diminished to the point that there is only sufficient funding to resurface approximately 2 miles of its 106 miles of surfaced streets. This policy will create a prioritization of the roadways to be resurfaced and give the Town a road map to future needs of the Town's assests.

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- N/A

RESOLUTION NO. 14-1047

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ADOPTING A POLICY FOR THE PRIORITIZATION OF ROADWAYS FOR THE TOWN'S ANNUAL ROADWAY RESURFACING PROGRAM

WHEREAS, the Town of Chino Valley faces significant funding challenges to conduct its planned annual roadway resurfacing program; and

WHEREAS, the Town has approximately 75 miles of roadways surfaced with a chip seal surface and approximately 31 miles of roadways surfaced with asphalt that are in need of maintenance; and

WHEREAS, the Town desires to use its limited road resurfacing funds economically and expeditiously to maintain its roads in as reasonably safe condition as possible for the benefit of its residents and the travelling public; and

WHEREAS, the Roads and Streets Committee reviewed the proposed policy and recommended its approval to the Town Council to provide the Public Works Department with consistent and need-based criteria for prioritizing the competing needs of these roadways;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona that:

1. The Mayor and Common Council hereby adopts the Town of Chino Valley Policy for Prioritization of Roadways for the Town's Annual Roadway Resurfacing (the "Policy"), as set forth in Exhibit A which is attached hereto and incorporated herein by this reference; and

2. The Public Works Department is hereby authorized and directed to maintain and update annually a prioritized list of roadways to be resurfaced or reconstructed in accordance with the Policy.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of September, 2014 by the following vote:

AYES:	_______________	ABSENT:	_______________
NAYS:	_______________	ABSTAINED:	_______________

____
Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1047 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY, ARIZONA

POLICY FOR PRIORITIZATION OF ROADWAYS FOR THE TOWN'S ANNUAL ROADWAY RESURFACING PROGRAM

PURPOSE: To provide a consistent need-based criterion to determine which roads will be resurfaced or reconstructed as part of the Town's annual resurfacing or reconstruction program.

POLICY: The Public Works Department shall assess the condition of all roads in the Town in order to prioritize which roads will be resurfaced or reconstructed during the annual road resurfacing program. The assessment shall be based upon the following criteria:

- Overall roadway condition; and
- Number of residences that are serviced by the road; and
- Traffic volumes (when such data is available).

The Public Works Department will maintain, and annually update, a list of roadways in need of resurfacing or reconstruction. The list is intended to provide a 5 year plan. However, the limited amount of the available funding does not fund the project as a typical 5 year plan. Based on current prices, funding for the project will enable approximately 2 miles of resurfacing or reconstruction.

In the event that additional funds become available for roadway resurfacing or reconstruction projects, those funds will be applied to roadways in the order as prioritized above. However, other factors such as significant traffic volumes may move a roadway to a higher rank because of its critical nature to the overall transportation system. Other factors such as how it fits the funding and timing available for the overall project will also be applied.

BACKGROUND AND BASIS FOR THE POLICY:

The Town of Chino Valley has had significant reductions in its State shared revenues for the Highway User Revenue Fund (HURF) due to the Arizona State Legislature sweeping HURF funds for the past 6 years. These sweeps have reduced available funding for the Town's annual roadway resurfacing program to approximately $90,000. Town staff has looked for inventive ways to stretch these limited funds. Through the efforts of the Public Works Department by purchasing the Town's chip spreader and contracting for the provision of oil, distributor truck, chips, and trucking, the 2014 cost of providing a double chip sealed surface, with a fog seal, is approximately $45,000 per mile.

<u>Types of Roads in Chino Valley:</u>

1. <u>Chip Sealed Roads</u>. Chino Valley constructs many of its roadways to a fairly low engineering section. Many streets in the Town are simply a chip sealed surface over the native

dirt. Over the years, many streets have had as many as 8 layers of chip seal laid on top of each other. Approximately 70% of the chip sealed streets have an aggregate base material under the many layers of chip seal. The Town currently has 74.45 miles of roadways surfaced with chip seal.

2. Asphalt Roads. Roads constructed within the more recently developed subdivisions have a more typical engineered roadway section. Typically, these roads have 4”-8” of aggregate base course under 2”-4” of an asphaltic concrete surface. Some of these subdivisions have received a chip seal surface over the existing asphalt many years ago and now are in need of some additional maintenance. The Town currently has 30.83 miles of asphalt streets.

3. Unsurfaced (dirt) Roads. Typically, Chino Valley’s unsurfaced roads consist of 6”-12” of aggregate base course with no bituminous surfacing. Water, rutting, wash boarding, fugitive dust, and a need for frequent blading are the most common issues relating to dirt roads. The Town currently has 36.68 miles of unsurfaced roads.

Maintenance Requirements:

Typically a roadway surfaced with chip seal will last approximately 7-10 years before resurfacing is required. Whereas a roadway constructed out of asphaltic concrete has a life span of approximately 20-25 years with routine maintenance.

All Town roads, regardless of category, require attention from the Public Works road crews, but time and money available for this purpose are limited. The 2008 reduction in forces reduced road crews from 11 full time employees to 6. If the road crews took on a task such as resurfacing 10 miles of roadway, that task would monopolize their time making them unable to perform their regular duties of weed mowing, pot hole maintenance, maintenance of Highway 89, sign repair, and other required maintenance tasks. Coupled with the fact that the roadway resurfacing program occurs during the demanding monsoon season, it is necessary to balance the crew’s available time between regular duties and immediate roadway needs such as repairs from flooding from a monsoon storm, weed mowing, keeping in mind the funding and time available.

The funds necessary to maintain just the existing 74.45 miles of chip seal roadways range from $335,000 to $475,000 based on the lifecycle of 7-10 years before resurfacing is required. To include a chip seal once every 10 years over the 30.83 miles of asphalt surfaced roads requires an additional $150,000, bringing the necessary funds to maintain just the 105.28 miles of surfaced streets to a range of $485,000 to $625,000. Because the amount of time that a 20 mile chip seal program would require, significant additions to personnel would be required. Even a program that would resurface or reconstruct 10 miles would require that the original staffing levels of 11 be returned.

DISCUSSION:

Given the financial and time limitations outlined above, roadway resurfacing or reconstruction must be prioritized based not only on the limitations of Town personnel and funding, but other factors of the community or neighborhood as well. These factors include current roadway conditions, the number of vehicles traveling that roadway, and the number of residences that are serviced by that roadway. The Town collects traffic data for all the major numbered streets but not for *every* road that is maintained by the Town. When traffic volume is available, it will be incorporated into the decision making process of roadway prioritization.

The Public Works Department proposed, with concurrence from the Roads and Streets Committee, to use a three-tiered evaluation that will be applied to Town roadways to prioritize the roadways for purposes of resurfacing or reconstruction. The conditions to be evaluated are:

- Overall roadway condition;
- Number of residences or businesses that are serviced by the roadway; and
- Traffic volumes (when such data is available).

Overall condition of the roadway will be determined by the Public Works Department based on its database that includes an overall ranking of Town roadways. This overall ranking is based on the roadway surface condition, alligatoring, transverse and longitudinal cracking, shoving, rutting, and condition of the shoulders. Many of the chip seal surfaced streets have a current rating ranging from 5 to 9 meaning complete reconstruction of the roadway is recommended.

The number of residences that are served by the roadway are the immediate homes within the actual neighborhood that the roadway services. This type of roadway is typically called a residential roadway as opposed to other roads that are defined as collector or arterial street.

Traffic volume data is collected annually by the Public Works Department. Typically, this data is collected for the major collector and arterial streets. Local residential streets are not included in the normal traffic counting program but such data sometimes becomes available.

At the time of adoption of this policy in 2014, approximately $90,000 is available for roadway resurfacing. Through the efforts of the Public Works Department by purchasing the Town’s chip spreader and contracting for the provision of oil, distributor truck, chips, and trucking, the 2014 cost of providing a double chip sealed surface, with a fog seal, is $45,000 per mile. This equates to the ability to resurface approximately 2 miles per year. The Town has 74.45 miles of chip sealed roadways. At the current level of funding, a chip sealed roadway will be resurfaced every 37.22 years. Unfortunately, a chip sealed roadway will last approximately 7-10 years.

A listing of roadways will be maintained and periodically updated by the Public Works Department depicting the ranking and staff’s recommended roadways to be reconstructed or resurfaced. The intention of the list is to create a 5 year plan. The listing of streets on this list will have a significantly large number of roadways over the availability of funding. The intention of the listing of roadways does not imply that there are sufficient funds to provide for the actual maintenance of the roadway within the 5 year time limitation. As additional funding becomes available roadways that meet the funding, timing availability and ranking will be selected from the list for resurfacing. However, other factors such as significant traffic volumes may move a roadway to a higher rank because of its critical nature to the overall transportation system. Other factors such as how it fits the funding and timing available for the overall project will also be applied.

Chip Seal Roads

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
Adair 01	E Road 2 South	Road 1 East	24	869	1.00	Chipseal
Angus Pl 01	Perkinsville Rd	END	24	986	6.00	Chipseal
Antelope Dr 01	Perkinsville Rd	END	24	993	6.00	Chipseal
Arizona Tr 01	Colorado Way	Granite Creek Ln	24	1822	3.40	Chipseal
Arlene St 01	Eldred Rd	END	20	618	1.00	Chipseal
Autumn Ln 01	Road 3 South	END	24	134	1.00	Chipseal
Barbara Ave 01	Cactus Wren Dr.	Judy Ave.	22	817	4.00	Chipseal
Ben Dr 01	Karen Dr	Stacey Dr	24	748	9.00	Chipseal
Bernice Dr 01	E Road 1 South	End	24	3435	4.00	Chipseal
Beverly Ln 01	Cactus Wren	Judy Ave	24	854	4.40	Chipseal
BOTTLEBRUSH DR 01	E Road 2 North	Lakeshore Dr	24	1756	3.60	Chipseal
Branding Iron Ln 01	Red Cinder Rd	END	24	1259	2.80	Chipseal
Bucky ONeill 01	Hall Ln	Merritt Ln	20	2035	4.00	Chipseal
Bumblebee Dr 01	Reed Rd	End	24	2727	8.00	Chipseal
Butterfield Rd 01	Highway 89	Voss Dr	24	3677	2.00	Chipseal
Cactus Wren 01	Center St.	Jackie Wy.	24	3653	2.00	Chipseal
Caliche Dr 01	Center St	END	24	1168	2.80	Chipseal
California Dr 01	Georgia Ave	Arizona Tr	24	1330	4.00	Chipseal
Campbell Ave 01	Perkinsville Rd	END	24	990	5.00	Chipseal
Cantfield Ave 01	Perkinsville Rd	END	24	1007	5.00	Chipseal
Chaparral Ln 01	Palomino Rd	Butterfield Rd	20	452	2.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
Chino Dr 01	Center St	END	24	1268	2.00	Chipseal
Cindy Ct 01	Lois Ln	Margaret Rd	25	274	4.00	Chipseal
Cochise St 01	W Road 3 North	Navajo St	20	2594	4.00	Chipseal
Colorado Way 01	Georgia Ave	Arizona Tr	24	1331	4.00	Chipseal
Copper Dr 01	Meadow Ln	Foster Dr	24	694	2.00	Chipseal
Cottontail Dr 01	Center St	END	24	1205	2.00	Chipseal
Couling Rd 01	S Road 1 East	END	24	1118	2.00	Chipseal
Coyote Corner 01	Cactus Wren	E Center St	24	606	4.00	Chipseal
Del Rio Rd 01	E Perkinsville Rd	Union Ln	24	2444	5.00	Chipseal
Donna Rd 01	Wren Rd	Judy Ave	24	852	3.00	Chipseal
Dueno Dr 01	Encanto Dr	Granada Dr	24	1234	1.00	Chipseal
E Center St 01	Cottonwood Ln	Ho Ho Kam Dr	24	2231	6.00	Chipseal
E Damion Loop 01	W Damion Loop	Road 2 South	24	510	9.00	Chipseal
E Grasshopper Ln 01	Ho Ho Kam Dr	Cottonwood Ln	24	1336	3.00	Chipseal
E Perkinsville Rd 01	Highway 89	Road 1 East	24	979	2.00	Chipseal
E Road 1 North 01	Highway 89	Road 1 East	24	1964	5.00	Chipseal
E Road 1 South 01	Hwy 89	Liana Dr.	24	8919	3.00	Chipseal
E Road 2 North 01	Hwy 89	Liberty Ln	24	8831	4.00	Chipseal
E Road 2 South 01	HWY 89	End	24	5945	2.00	Chipseal
E Road 3 North 01	Highway 89	Road 1 East	24	1618	4.00	Chipseal
E Road 3 South 01	Highway 89	End	24	4317	1.00	Chipseal
E Road 4 North 01	HWY 89	Georgia Ave	24	3098	4.00	Chipseal
E Road 4 South 01	Highway 89	Solar Field	24	6365	3.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
E Will Dr 01	W Will Dr.	End	24	1089	4.00	Chipseal
Eldred Rd 01	W Road 3 North	W Road 4 North	20	5292	4.00	Chipseal
Encanto Dr 01	Granada Dr	Dueno Dr	24	672	1.00	Chipseal
Flint Way 01	Keno Dr	Golden Dr	24	1052	3.00	Chipseal
Florida Ln 01	Georgia Ave	Arizona Tr	24	1324	4.00	Chipseal
Foster Dr 01	Keno Dr	Golden Dr	24	1010	3.66	Chipseal
Fox Rd 01	Grasshopper Ln	Cottonwood Ln	25	1792	3.00	Chipseal
Georgia Ave 01	Colorado Way	Granite Creek Ln	24	1871	4.00	Chipseal
Gilson St 01	Cochise St	END	24	1807	4.00	Chipseal
Gold Rush Way 01	W Grasshopper Ln	END	24	2379	4.00	Chipseal
Golden Dr 01	Flint Way	Foster Dr	24	951	2.00	Chipseal
Goodwin Dr 01	Union Ln	Hall Ln	24	956	3.00	Chipseal
Granada Dr 01	Center St	Encanto Dr	24	1166	1.00	Chipseal
Granite Vista Dr 01	Center St	END	24	888	3.00	Chipseal
GREASEWOOD ALLEY 01	JUNIPER DR	PEPPERTREE PL	24	362	3.00	Chipseal
Grove Ln 01	END	Road 1 North	24	1191	3.00	Chipseal
Hall Ln 01	Bucky ONeill Dr	Prescott Dr	24	769	3.00	Chipseal
Havasu Ave 01	Highway 89	Wipala Wiki Way	24	1167	5.00	Chipseal
Hazel Dr 01	END	Road 1 South	30	770	3.00	Chipseal
Horizon Way 01	Palomino Rd	Butterfield Rd	24	461	3.00	Chipseal
Hueco 01	END	Supai Dr	24	174	3.00	Chipseal
INDUSTRIAL DR 01	HWY 89	END	24	1186	2.00	Chipseal
Jackie way 01	cactus wren	margret Road	24	514	3.66	Chipseal
Jackrabbit Tr 01	Grasshopper Ln	Cottonwood Ln	25	332	2.00	Chipseal
James Dr. 01	Road 2 North	Juniper Dr.	24	4674	4.00	Chipseal
Javelina Path 01	Grasshopper Ln	Cottonwood Ln	25	1380	2.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
JEROME JUNCTION 01	PERKINSVILLE RD	RODEO DR	24	3728	2.60	Chipseal
Judy Ave 01	Porcupine Pass	Grasshopper Ln	24	3253	2.60	Chipseal
Juniper Dr. 01	Lake Shore Dr.	N. Road 1 East	24	4001	3.00	Chipseal
Kaibab Ln 01	Cactus Wran Dr.	Ho Ho Kam Dr.	24	335	2.30	Chipseal
Karen Dr. 01	Road 1 South	Stacy Dr.	24	1777	1.00	Chipseal
Kay St 01	Eldred Rd	END	20	641	4.00	Chipseal
Ken Dr. 01	Road 2 North	Juniper Dr.	24	3119	3.00	Chipseal
Keno Dr. 01	Flint Way	Foster Dr.	24	953	2.30	Chipseal
Lake Shore Dr. 01	Road 2 North	Juniper Dr.	24	1714	3.60	Chipseal
Liana Dr. 01	Bernice Dr.	Road 1 South	24	5594	1.30	Chipseal
Linda Ln 01	Bernice Dr	Road 1 South	30	1247	6.30	Chipseal
Little Doggie Draw 01	Porcupine Pass	Cottonwood Ln.	24	358	3.30	Chipseal
Lois Ln 01	Jackie Way	End	24	597	4.00	Chipseal
Mahan Ln. 01	Road 1 East	Prescott Dr.	24	2152	4.00	Chipseal
Margaret Rd 01	Cindy Ct	Jackie Way	25	383	1.30	Chipseal
Meadow Ln. 01	Golden Dr.	Keno Dr.	24	1071	3.60	Chipseal
Merrit Ln 01	Bucky ONeill	Prescott Dr	24	238	3.60	Chipseal
Mohave Street 01	Navajo St	Road 3 North	20	2598	3.00	Chipseal
Mule Deer Tr 01	Grasshopper Ln	Cottonwood Ln	24	494	3.00	Chipseal
N Firesky Ln. 01	Road 2 North	Center St.	24	5336	4.00	Chipseal
N Maricopa St. 01	Road 3 North	Road 4 North	24	5309	2.60	Chipseal
N Reed RD 01	W Road 3 North	W Road 5 North	24	10763	3.00	Chipseal
N ROAD 1 EAST 01	E Road 4 North	E Road 2 North	24	10760	2.00	Chipseal
N ROAD 1 EAST 01	E Road 2 North	E Center St	24	5255	2.00	Chipseal
N Road 1 West 01	Center St.	Road 2 North	24	5227	4.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
N Road 1 West 01	Road 2 North	Road 3 North	24	5337	4.00	Chipseal
N Road 1 West 01	Road 4 North	Road 5 North	24	5574	3.00	Chipseal
Navajo St. 01	Maracopa St.	Mohave Ave	24	1549	3.00	Chipseal
New York Pl 01	Georgia Ave	Arizona Tr	24	1335	4.00	Chipseal
Old Home Manor Dr 01	Perkinsville Rd.	End	24	5312	2.60	Chipseal
Palo Verde Dr. 01	Road 2 North	Lake Shore Dr.	24	1729	1.60	Chipseal
Palomino Rd 01	Highway 89	N Road 1 West	24	3698	3.00	Chipseal
Papago Dr. 01	Road 3 South	Havasu Ave	24	2579	4.00	Chipseal
Pawnee Tr 01	Road 4 1/2 North	END	30	1067	4.00	Chipseal
Peppertree Pl. 01	Road 2 North	Juniper Dr.	24	986	5.30	Chipseal
Picacho Blvd 01	Havasu Ave	790 Piacho Blvd	14	682	5.00	Chipseal
Pima St 01	Maricopa St	Yavapai St	24	689	4.00	Chipseal
Pinal St 01	Gilson St	Road 3 North	24	784	2.00	Chipseal
Piute Pl 01	Papago Dr	Havasu Ave	24	311	4.00	Chipseal
Poco Ln 01	END	Road 1 West	24	1538	2.00	Chipseal
Porcupine Pass 01	Road 2 North	Cottonwood Ln.	24	3276	4.00	Chipseal
Posey Ln 01	END	Bernice Dr	40	796	2.30	Chipseal
PRAIRIEGRA SS RD 01	JUNIPER DR	PEPPERTREE PL	24	366	4.00	Chipseal
Prescott Dr. 01	Merrit Ln.	Meadow Ln.	24	1681	4.00	Chipseal
Purple Sage Dr. 01	Road 2 North	Lakeshore Dr.	24	2386	4.00	Chipseal
Quain Dr 01	END	Road 2 South	24	578	2.00	Chipseal
Red Cinder Rd 01	N Road 1 East	Deer Dr	24	3889	3.00	Chipseal
Rhonda Rd 01	Cottonwood Ln.	Cactus Wren Rd,	24	1217	7.00	Chipseal
Roadrunner Ln 01	Cactus Wren	Center St	24	1075	3.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
Rodeo Dr. 01	Jerome Junction	Old Home Manor Dr	24	5354	3.00	Chipseal
Rustler Route 01	Little Doggie Draw	Cottonwood Ln.	25	247	2.00	Chipseal
Ruth Rd 01	END	Jackie Way	25	1098	3.00	Chipseal
S Firesky Ln 01	Center St	Road 1 South	24	2664	3.00	Chipseal
S MARICOPA ST 01	ROAD 1 SOUTH	ROAD 2 SOUTH	24	2653	4.30	Chipseal
S Road 1 East 01	E Road 3 South	E Center St	24	10513	3.00	Chipseal
S Road 1 West 01	Outer Loop	Center St.	24	9217	4.00	Chipseal
Stacy Dr. 01	Karen Dr.	Road 1 South	24	1071	4.00	Chipseal
Stagecoach Tr 01	Porcupine Pass	END	24	291	2.00	Chipseal
Supai St. 01	Havsasu Ave	End	24	905	4.00	Chipseal
Susan St. 01	Wren Rd.	End	24	1107	4.00	Chipseal
Taylor Ave 01	Perkinsville Rd	END	24	964	6.00	Chipseal
Telephone Rd 01	END	Highway 89	24	1774	3.60	Chipseal
Teri Ln 01	END	Road 1 South	30	681	4.00	Chipseal
THUNDER LN 01	RED CINDER RD	END	24	1307	1.60	Chipseal
Tumbleweed Dr. 01	Road 2 North	Lake Shore Dr.	24	1393	4.00	Chipseal
Union Ln. 01	Bucky ONiell	Prescott Dr.	24	1699	4.00	Chipseal
Val Vista Dr 01	Road 3 North	END	20	1866	3.00	Chipseal
Voss Dr 01	Road 3 North	Butterfield Rd	24	927	2.00	Chipseal
W Center St. 01	Hwy 89	Reed Rd.	24	8709	3.00	Chipseal
W DAMION LOOP 01	ROAD 2 SOUTH	E DAMION LOOP	24	1466	9.00	Chipseal
W Grasshopper Ln 01	Reed Rd	Sycamore Vista Dr	24	2676	5.00	Chipseal
W Perkinsville Rd 01	HWY 89	Road 1 West	24	3656	3.00	Chipseal
W Road 1 North 01	Hwy 89	Reed Road	24	9557	3.00	Chipseal

Road Name	From Address	To Address	Width (ft)	Length (ft)	R/R	surface type
W Road 1 South 01	Highway 89	Reed Rd	24	8931	2.00	Chipseal
W Road 2 North 01	HWY 89	Reed Rd.	24	8712	3.00	Chipseal
W Road 2 South 01	HWY 89	Reed Rd.	24	8575	3.00	Chipseal
W Road 3 North 01	Highway 89	N Road 1 West	24	3707	2.00	Chipseal
W Road 3 North 01	N Road 1 West	N Reed Rd	24	5450	2.00	Chipseal
W Road 4 1/2 North 01	Road 1 West	Reed Road	24	5333	5.00	Chipseal
W Road 4 North 01	Highway 89	N Road 1 West	24	3936	1.00	Chipseal
W Road 4 North 01	N Road 1 West	N Reed Rd	24	5459	5.00	Chipseal
W Road 5 North 01	Highway 89	N Road 1 West	24	4569	2.00	Chipseal
W Road 5 North 01	N Road 1 West	N Reed Rd	24	5360	2.00	Chipseal
W Will Dr 01	END	E Will Dr	30	857	2.00	Chipseal
Watson Rd 01	Couling Rd	END	24	393	6.00	Chipseal
Westwood Ln 01	END	Highway 89	24	892	5.00	Chipseal
Yavapai St. 01	Navajo St.	Road3 North	24	3950	4.00	Chipseal
Yo He Wah Dr 01	Road 5 North	Road 4 1/2 North	24	2714	9.00	Chipseal
Yvonne Way 01	Wren Rd	Judy Ave	24	857	3.60	Chipseal
				393116		

Total Records: 159 8/14/2014

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. h.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Townwide

AGENDA ITEM TITLE:

Consideration and possible action to approve the spring 2015 roadway resurfacing program in an amount not to exceed $170,000 from Highway User Revenue Funds and $50,000 from Road Impact Fees for the streets identified in the staff report.

RECOMMENDED ACTION:

Approve the spring 2015 roadway resurfacing program in an amount not to exceed $170,000 from Highway User Revenue Funds and $50,000 from Road Impact Fees for the streets identified in the staff report.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 02-78-5398
Available:

Funding Source:

Funds to come from HURF Road Materials line item (02-78-5398) and Roads Impact Fees as outlined in the staff report (05-90-5510).

Attachments

Staff Report
2015 Program
Conceptual 5 Year Plan

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

Under the previously approved resolution, the spring 2015 roadway resurfacing program has been created and is in accordance with this policy. As has been previously established, the Town is far behind on the maintenance of its surfaced streets because of significant budget cuts to the Highway User Revenue Fund. As a means of trying to bridge the financial gap between the budget constraints and the needs of the transportation system, the Public Works Department purchased a chip spreading machine last year and developed an on call oil contract. The intent of these actions is to perform the chip seal program in-house at a reduced cost in order to surface more roadways.

Town staff recently resurfaced Granada Estates and portions of Road 3 South with the proposed double chip seal covered with a fog seal. With this change in the methods that Town staff are resurfacing its streets, working with oil supplier, it has proven itself to be good product. The minimum chip seal surface will be a double chip. In addition, after the chip seal has had sufficient time to volatize, a fog seal shall be placed over the final surface with the oil CSS1H.

The 2015 roadway resurfacing program will reconstruct the Damien Loop and Bumblebee areas and resurface Road 3 North from Highway 89 to Reed Road along with Road 1 East from Perkinsville Road to Road 4 North from the maintenance portion of the Public Works Department budget. Damien Loop and Bumblebee have ratings of 9 and 8 respectively. While other streets have comparable rating, the roadways have a significant number of single family homes that would greatly benefit the neighborhoods. Road 3 North and Road 1 East are prioritized because of the failed chip seal program from 2013.

Center Street will be surfaced from Road 1 East to Railroad Avenue from the Roads Impact Fees portion of the budget.

Based on the availability of funds in the spring of 2015, the following streets may be added to the resurfacing program:

- Road 1 North from Road 1 East to Cactus Wren
- Patsy Court
- Karen Acres
- Yo He Wah
- Portions of Chino Meadows where significant surface deterioration has occurred
- Reed Road from Road 5 North to Road 4 South

The listed roadways are significantly in excess of the availability of funds. The roadways will be addressed in the order listed until the Town’s Road Materials funds are exhausted.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- N/A

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

Town staff proposes to reconstruct under this road resurfacing program Damien Loop an Bumblebee, and resurface Road 3 North between Highway 89 and Reed Road, along with Road 1 East from Perkinsville Road to Road 4 North. The 2014-15 budget has $170,000 budgeted under Road Materials for the 2014-15 Resurfacing program. Staff estimates that the cost to resurface the proposed streets at approximately $170,000.00. The current stockpile of chips is more than enough to complete the proposed program.

As stated in previous agenda memos the 2013 chip seal program did not result in the desired outcome. Places where a single chip seal was laid did not result in the chips being properly adhered to the roadway. The section of Road 4 North that was double chipped, rather than single chipped, is adhering properly.

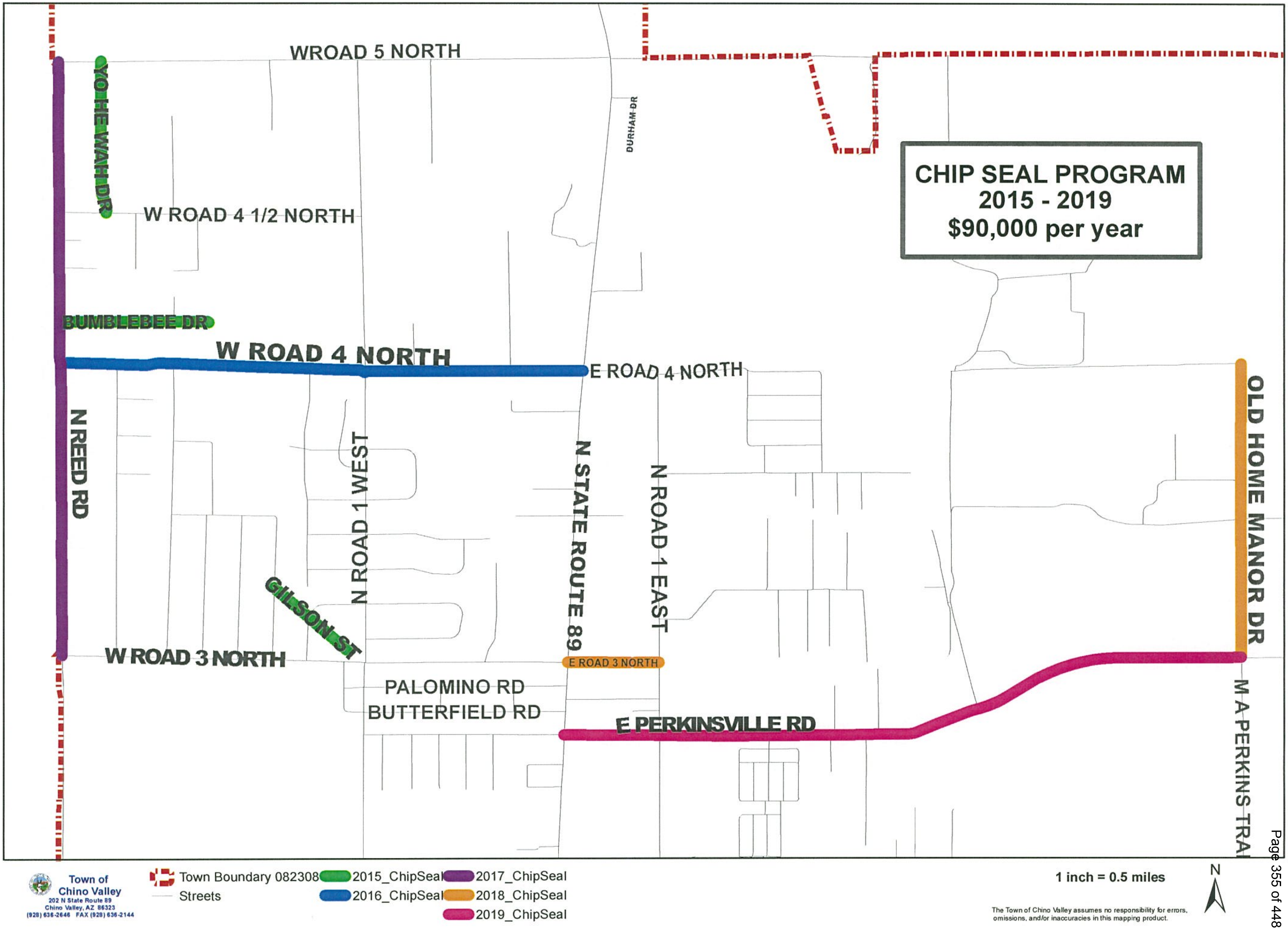
The 2015 spring resurfacing program will all be double chipped with oil called CRS-2P rather than CRS-2 that was used on 2013 chip seal program. In addition, a fog seal will be placed over the double chip sealed roadway to assure the all surfaces of the chip are properly adhered to the roadway. No single chip seals will be placed again.

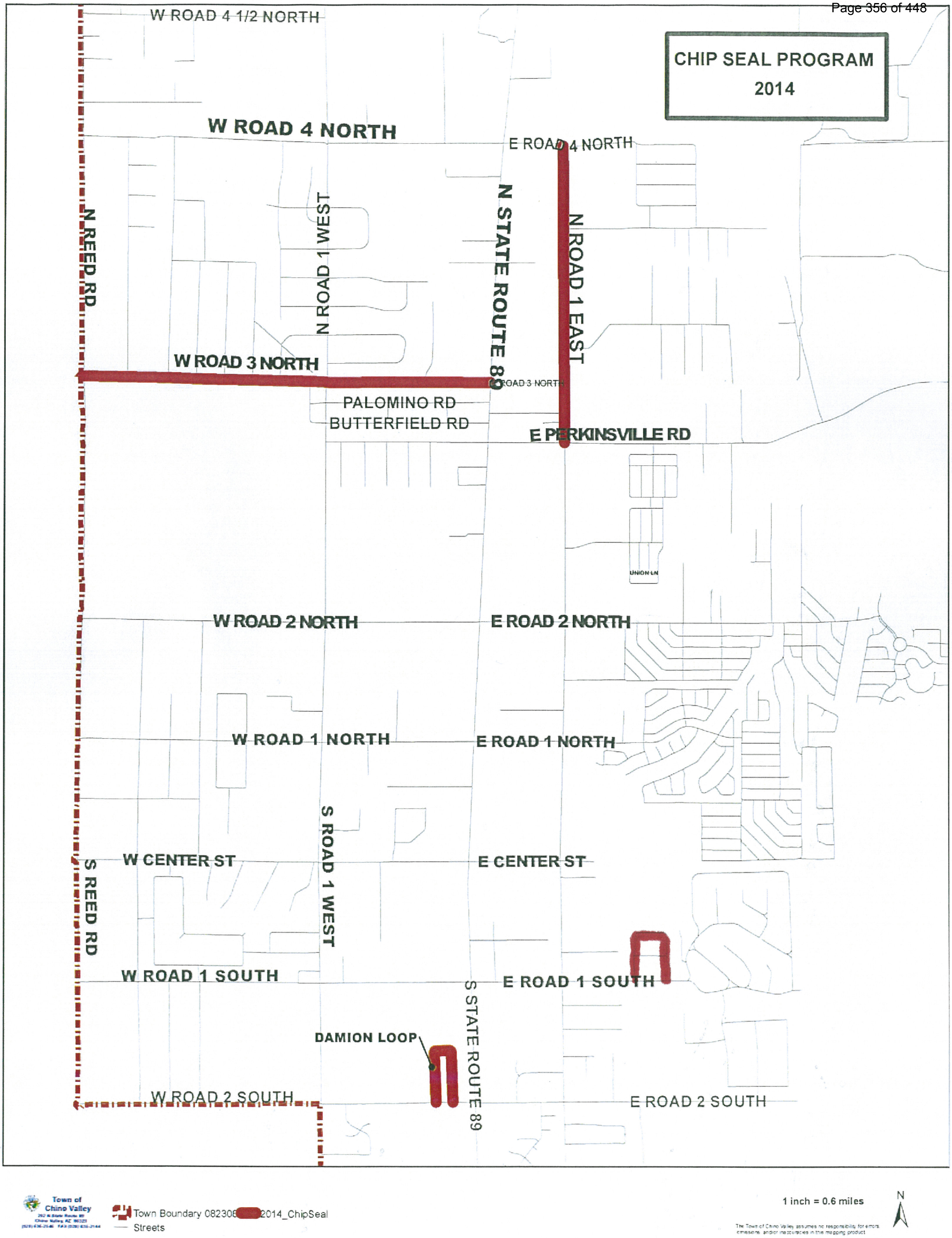
Attached is a conceptual 5-year program for the resurfacing program. This 5-year plan is conceptual because the roadways will be analyzed annually and reprioritized in accordance with the policy adopted.

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- N/A


CHIP SEAL PROGRAM
2015 - 2019
$90,000 per year
WROAD 5 NORTH
DURHAM DR
YO HE WAH DR
W ROAD 4 1/2 NORTH
BUMBLEBEE DR
W ROAD 4 NORTH
E ROAD 4 NORTH
N REED RD
N ROAD 1 WEST
N STATE ROUTE 89
N ROAD 1 EAST
OLD HOME MANOR DR
GILSON ST
W ROAD 3 NORTH
E ROAD 3 NORTH
PALOMINO RD
BUTTERFIELD RD
E PERKINSVILLE RD
M A PERKINS TRAI
Town of Chino Valley
202 N State Route 89
Chino Valley, AZ 86323
(928) 636-2646 FAX (928) 636-2144
Town Boundary 082308
Streets
2015_ChipSeal
2016_ChipSeal
2017_ChipSeal
2018_ChipSeal
2019_ChipSeal
1 inch = 0.5 miles
N
The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.


CHIP SEAL PROGRAM
2014
W ROAD 4 1/2 NORTH
W ROAD 4 NORTH
E ROAD 4 NORTH
N REED RD
N ROAD 1 WEST
N STATE ROUTE 89
N ROAD 1 EAST
W ROAD 3 NORTH
E ROAD 3 NORTH
PALOMINO RD
BUTTERFIELD RD
E PERKINSVILLE RD
UNION LN
W ROAD 2 NORTH
E ROAD 2 NORTH
W ROAD 1 NORTH
E ROAD 1 NORTH
S ROAD 1 WEST
W CENTER ST
E CENTER ST
S REED RD
W ROAD 1 SOUTH
E ROAD 1 SOUTH
S STATE ROUTE 89
DAMION LOOP
W ROAD 2 SOUTH
E ROAD 2 SOUTH
Town of Chino Valley
Town Boundary 082308
2014_ChipSeal
Streets
1 inch = 0.6 miles
N

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No.** **7. i.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Center Street at Box Culvert

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 14-1046 authorizing acquisition of real property for right-of-way purposes for Center Street from Road 1 East to the East side of the Santa Cruz Wash and accepting the dedication of said property as set forth in the deeds attached to the staff report.

RECOMMENDED ACTION:

Adopt Resolution No. 14-1046 and accept the dedications of real property as set forth in the deeds attached to the staff report.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

The residents have asked that Center Street be surfaced. This will be included in the 2015 Spring Resurfacing Program that will awarded at under a different agenda item.

Attachments

Staff Report

Resolution 14-1046

Resolution 14-1046, Exhibit A

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

This item will authorize Town Staff to acquire certain real property for right-of-way (ROW) and accept the dedications of right-of-way (ROW) along the Center Street alignment between Road 1 East to the eastern side of the Santa Cruz Wash. ROW from the eastern portion of the Santa Cruz Wash to the Railroad was dedicated under previous Chino Meadows subdivisions.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- The Town is authorized to acquire property for rights-of-way pursuant to A.R.S. §§ 9-240(B) and 9-241.
- The Town Code requires that the Town formally accept the dedication of ROW. The resolution under this item will meet the Town's requirements.

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

The ROW listed under this resolution is required to construct the necessary roadway of Center Street and the requisite box culvert that will allow for the construction of these improvements in the future. All property owners listed under this resolution have been contacted and are generally in favor of the project, provided that the Town surface and maintain Center Street. Some property owners (such as Ginn) will require a separate agreement. This agreement is currently being refined between staff and the property owner. The approval of the agreement will come at a future Council meeting. The box culvert is currently out for bid and will be awarded at the second Council meeting in September. The construction of the roadway is scheduled for the later winter/early spring of 2015. The roadway will be surfaced under the 2015 spring roadway resurfacing program.

The property to be acquired includes portions of the following Yavapai County Assessor's Parcels:

Property Owner	Parcel Number
Brisbane	306-25-002V

Ginn	306-25-003A
Thompson	306-24-011A
Falkner	306-26-273

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- See attached Resolution.

RESOLUTION NO. 14-1046

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES FOR THE CENTER STREET IMPROVEMENTS PROJECT, AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires acquisition of certain real property described in Exhibit A, attached hereto and made a part hereof, for drainage and roadway improvements to Center Street and the Santa Cruz Wash (the "Project"), as previously authorized by the Town Council pursuant to Resolution 13-1014; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way and easement purposes for the Project, and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley have considered alternatives available to it, have balanced the public good and the private injury resulting from the acquisition of the property and have determined that locating the public improvements on the property results in the greatest public good and the least private injury;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona:

1. That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibit A, plus any additional real property required for completion of the Project as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

2. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

3. That by approving this Resolution authorizing the acquisition of the real property legally described in Exhibit A, the Town Council accepts the dedication of said property as of the date of recordation of the executed deed[s].

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of September, 2014 by the following vote:

AYES: _______________ ABSENT: _______________

NAYS: _______________ ABSTAINED: _______________

____

Chris Marley, Mayor

ATTEST:

____

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1046 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____

Jami C. Lewis, Town Clerk

The following exhibits are attached:

1. Exhibit A – Deed, Legal Description and Map of Property/Easement[s] to be acquired.

EXHIBIT A

Deed, Description and Map of Property to be Acquired

EXHIBIT A-1

Deed, Description and Map of Property to be Acquired

Brisbane

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to A.R.S. §§ 11-1134(A)(3) & 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Brisbane Properties L.L.C., a Wyoming limited liability company, does hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR: Brisbane Properties L.L.C., a Wyoming limited liability company

By: _________________________________
Its: ___________________________

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared _________________, its _______________ of Brisbane Properties L.L.C., a Wyoming limited liability company (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO BRISBANE PROPERTIES, L.L.C. IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, RECORDED IN BOOK 4977, PAGE 764 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS...

BEGINNING AT THE NORTHWEST CORNER OF SAID BRISBANE PROPERTIES LAND, SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CENTER STREET AS DESCRIBED IN INSTRUMENT NO. 9248528 RECORDED IN BOOK 2555, PAGE 045 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE WEST LINE OF SAID BRISBANE PROPERTIES LAND SOUTH 00°31'34" EAST A DISTANCE OF 35.00 FEET;

THENCE NORTH 87°20'34" EAST A DISTANCE OF 78.00 FEET;

THENCE NORTH 81°47'12" EAST A DISTANCE OF 70.00 FEET;

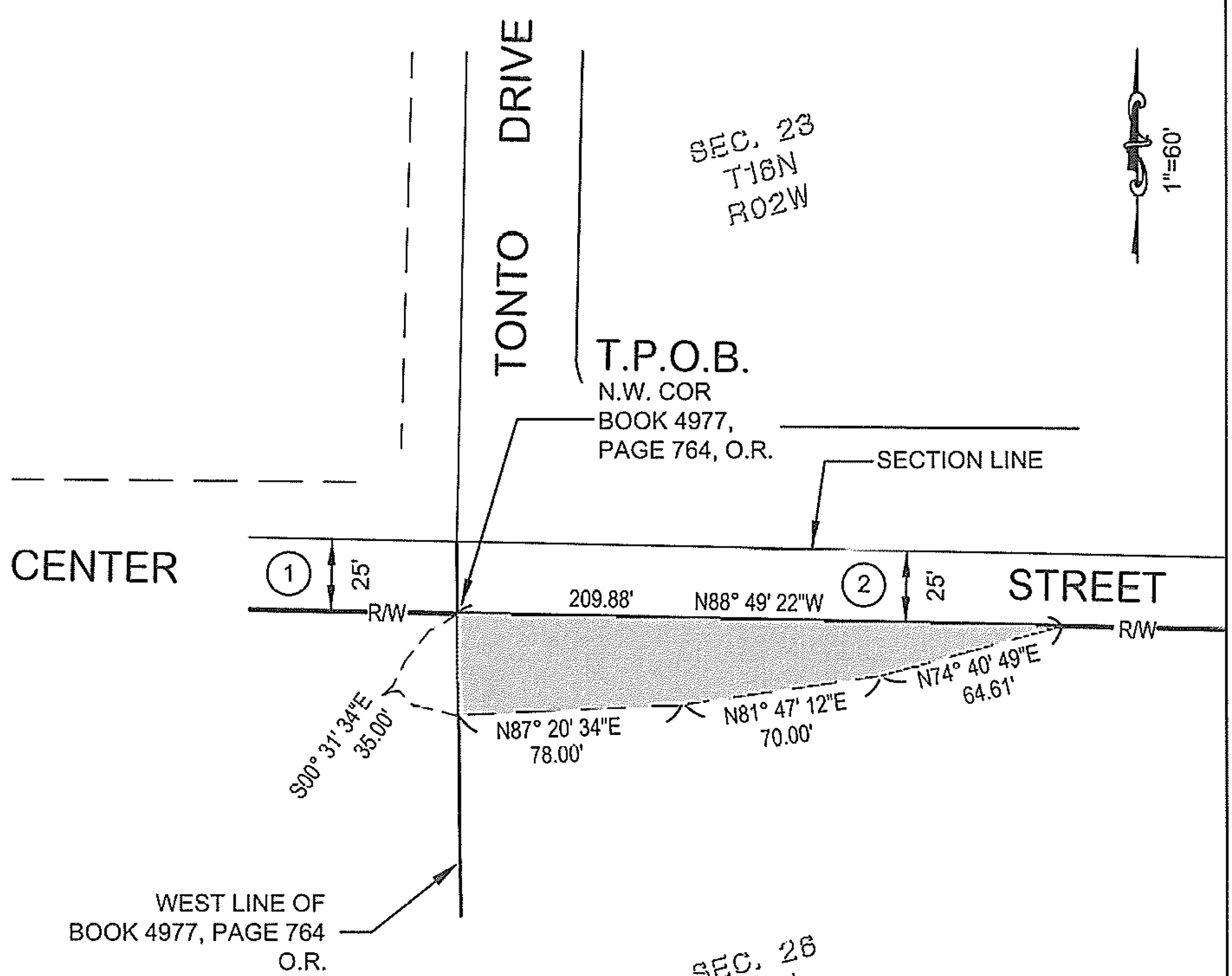
THENCE NORTH 74°40'49" EAST A DISTANCE OF 64.61 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID BRISBANE PROPERTIES LAND;

THENCE ALONG SAID RIGHT OF WAY LINE AND NORTHERLY LINE NORTH 88°49'22" WEST A DISTANCE OF 209.88 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 4,768 SQUARE FEET, OR 0.110 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016



LEGEND

VARIABLE WIDTH RIGHT OF WAY FOR PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY PER THIS DOCUMENT

1 25' WIDE DEDICATION OF A PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY PER BK. 3088, PG. 844, O.R.

2 25' WIDE DEDICATION OF A PUBLIC HIGHWAY TO THE TOWN OF CHINO VALLEY PER BK. 2555, PG. 45, O.R.

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 51524
KENNETH R. DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
Kenneth R. Davidson
EXPIRES 09/30/2016

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
CENTER STREET

DE: KRD	CH: RHS	DR: KRD	JOB # 2013720
P: X:\2012\2012720 - Chino Valley Road Circle\Dwg\Exhibits D: Exhibit Brisbane.dwg DA: May 28 , 2014			SHEET 1 OF 1

When recorded return to:

Phyllis L.N. Smiley, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
501 East Thomas Road
Phoenix, Arizona 85012

DRAINAGE AND RETENTION BASIN EASEMENT

That for and in consideration of $___________, Brisbane Properties L.L.C., a Wyoming limited liability company ("Grantor"), hereby conveys to the Town of Chino Valley, Arizona ("Grantee"), 202 North State Route 89, Chino Valley, Arizona 86323, an easement for drainage and retention basin purposes in and upon the property legally described in **Exhibit A** (the "Easement Area"). This easement is granted conditioned upon all of the following:

1. This easement shall continue in perpetuity, commencing upon recordation.

2. The use granted herein shall be limited exclusively to the purposes of construction and maintenance of drainage and retention basin in the Easement Area, and uses incidental to such purposes, including removal of trees and fences. As used herein "drainage" shall mean the flow of normal and excess rainwater across the Easement Area.

3. Grantee or its assigns shall have the right to enter the Easement Area at all times necessary to maintain the drainage and retention basin. Grantee shall be responsible for maintenance of the basin.

4. No building or structure of any nature or kind whatsoever shall be constructed or placed on or over the Easement Area without the prior written consent of Grantee, provided, however, that Grantor, or its successors and assigns may plant, install or construct such landscaping improvements and related facilities as shall be depicted on a site plan and landscape plan that shall be approved administratively by Grantee prior to installation.

5. This easement constitutes a covenant running with the land for the benefit of Grantee, its successors and assigns.

6. This easement may be terminated by a written termination of easement signed by the Town Manager and recorded in the Official Records of Yavapai County, Arizona.

IN WITNESS WHEREOF, this instrument is executed on the date and year first herein written.

GRANTOR:

BRISBANE PROPERTIES, L.L.C.,
a Wyoming limited liability company

By: ________________________________
Its: ________________________________

ACKNOWLEDGEMENT

STATE OF _________)
) ss.
County of _________)

On this _____ day of _______________, 2014, before me, a notary public in and for said state, personally appeared __________________, the __________________ of Brisbane Properties L.L.C., a Wyoming limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the foregoing Drainage and Retention Basin Easement and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Drainage and Retention Basin Easement
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A

LAND DESCRIPTION
MARCH 3, 2014

THAT PORTION OF PARCEL 1 AS RECORDED IN BOOK 61, PAGE 36 OF LAND SURVEYS LOCATED IN SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHWEST CORNER OF CHINO MEADOWS UNIT IV SUBDIVISION RECORDED IN BOOK 15, PAGE 86, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 26 SOUTH 88° 49' 22" EAST A DISTANCE OF 662.60 FEET;

THENCE SOUTH 01°10' 38" WEST A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CENTER STREET (WIDTH VARIES) AS RECORDED IN BOOK 2555, PAGES 45 TO 49;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 88°49'22" WEST A DISTANCE OF 57.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 SOUTH 18°52'27" EAST A DISTANCE OF 142.18 FEET

THENCE SOUTH 31°04'02 WEST A DISTANCE OFF 47.35 FEET;

THENCE SOUTH 56°18'25" WEST A DISTANCE OF 49.78 FEET;

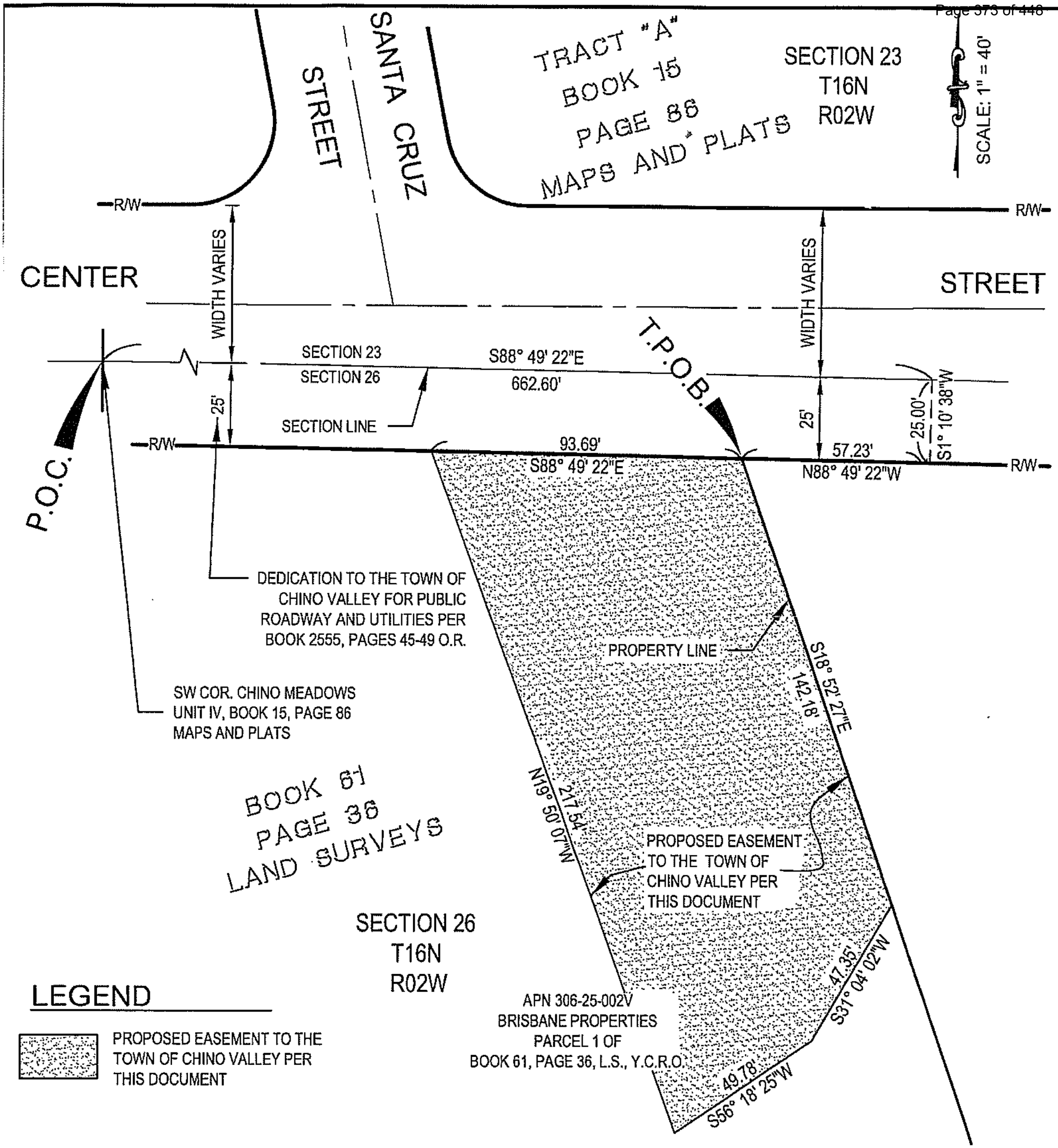
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 3-3-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

THENCE NORTH 19°50'07" WEST A DISTANCE OF 217.54 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 88°49'22" EAST A DISTANCE OF 93.69 TO THE TRUE POINT OF BEGINNING.

CONTAINING 16,013 SQUARE FEET, OR 0.368 ACRES, MORE OR LESS.



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Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
P: X:\2012\2012720 - chino valley road circle D: Deep Well Ranch Easement Strip DA: Sep 10 , 2013			SHEET 1 OF 1

EXHIBIT A-2

Deed, Description and Map of Property to be Acquired

Ginn

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, John Ginn and Karen Ginn, as Trustees of The Ginn Living Trust, dated May 23, 2011 as to an undivided 50% interest, and Eugene L. Ginn and Ellen E. Ginn, as Trustees of The Ginn Family Trust, dated October 31, 1986 as to an undivided 50% interest, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR: The Ginn Living Trust, dated May 23, 2011

By: ________________________________
John Ginn, Trustee

By: ________________________________
Karen Ginn, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared John Ginn and Karen Ginn, as Trustees of The Ginn Living Trust, dated May 23, 2011, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	3
ADDITIONAL SIGNORS	Eugene L. Ginn and Ellen E. Ginn
(other than those named in	
the notarial certificate)	

Dated this ______ day of ______________________, 2014.

GRANTOR: The Ginn Family Trust, dated October 31, 1986

By: ________________________________
Eugene L. Ginn, Trustee

By: ________________________________
Ellen E. Ginn, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Eugene L. Ginn and Ellen E. Ginn, as Trustees of The Ginn Family Trust, dated October 31, 1986, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	3
ADDITIONAL SIGNORS	John Ginn and Karen Ginn
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO JOHN GINN AND KAREN GINN AS TRUSTEES OF THE GINN LIVING TRUST IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, RECORDED IN BOOK 4858, PAGE 266 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS...

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°32’28” EAST A DISTANCE OF 25.76 FEET;

THENCE NORTH 89°27’29” EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ROAD 1 EAST AS DESCRIBED IN INSTRUMENT NO. 9551633 RECORDED IN BOOK 3088, PAGE 844, OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF CENTER STREET AS DESCRIBED IN SAID INSTRUMENT;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF CENTER STREET SOUTH 88°49’22” EAST A DISTANCE OF 24.23 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 275.00 FEET, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING;**

THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 59.93 FEET THROUGH A CENTRAL ANGLE OF 12°29’08”;

THENCE SOUTH 76°20’14” EAST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 325.00 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

THENCE EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 70.82 FEET THROUGH A CENTRAL ANGLE OF 12°29’08” TO ITS POINT OF TANGENCY WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 25.00 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) FROM SAID SOUTH RIGHT OF WAY OF CENTER STREET;

THENCE ALONG SAID PARALLEL LINE SOUTH 88°49’22” EAST A DISTANCE OF 959.34 FEET;

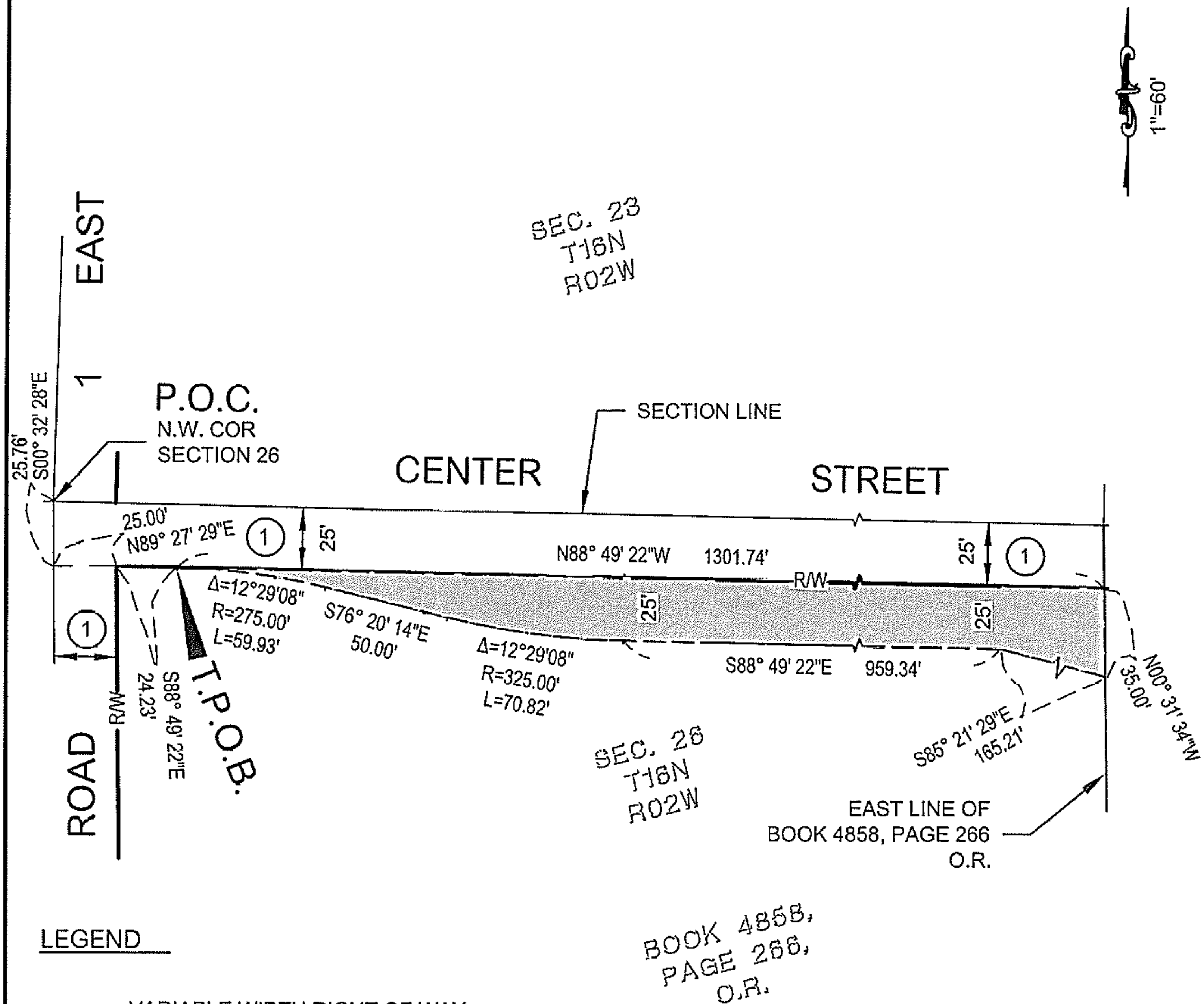
THENCE SOUTH 85°21’29” EAST A DISTANCE OF 165.21 FEET TO THE EAST LINE OF SAID LAND DESCRIBED IN DEED TO JOHN GINN AND KAREN GINN AS TRUSTEES OF THE GINN LIVING TRUST;

THENCE ALONG SAID EAST LINE NORTH 00°31’34” WEST A DISTANCE OF 35.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF CENTER STREET;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 88°49’22” WEST A DISTANCE OF 1301.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,199 SQUARE FEET, OR 0.716 ACRES, MORE OR LESS.

EXHIBIT B



LEGEND

VARIABLE WIDTH RIGHT OF WAY FOR PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY PER THIS DOCUMENT

1 25' WIDE DEDICATION OF A PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY PER BK. 3088, PG. 844, O.R.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

CIVILTEC
engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
CENTER STREET

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
P: X:\2012\2012720 - Chino Valley Road Circle\Dwg\Exhibits D: Exhibit Ginn.dwg DA: May 27 , 2014			SHEET 1 OF 1

EXHIBIT A-3

Deed, Description, and Map of Property to be Acquired

Thompson

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Bruce Thomson and Judy Thomson, husband and wife, as community property with right of survivorship, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

By: ________________________________
Bruce Thomson

By: ________________________________
Judy Thomson

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Bruce Thomson and Judy Thomson, husband and wife, as community property with right of survivorship,, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO BRUCE THOMSON AND JUDY THOMSON IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA RECORDED IN BOOK 4449, PAGE 765 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 23 SOUTH 88°49'22" EAST A DISTANCE OF 25.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ROAD 1 EAST AS DESCRIBED IN INSTRUMENT NO. 9749976 RECORDED IN BOOK 3474, PAGE 818 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 23 SOUTH 88°49'22" EAST A DISTANCE OF 203.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 59.93 FEET THROUGH A CENTRAL ANGLE OF 12°29'08";

THENCE NORTH 76°20'14" WEST A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 325.00 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
Kenneth R. Davidson

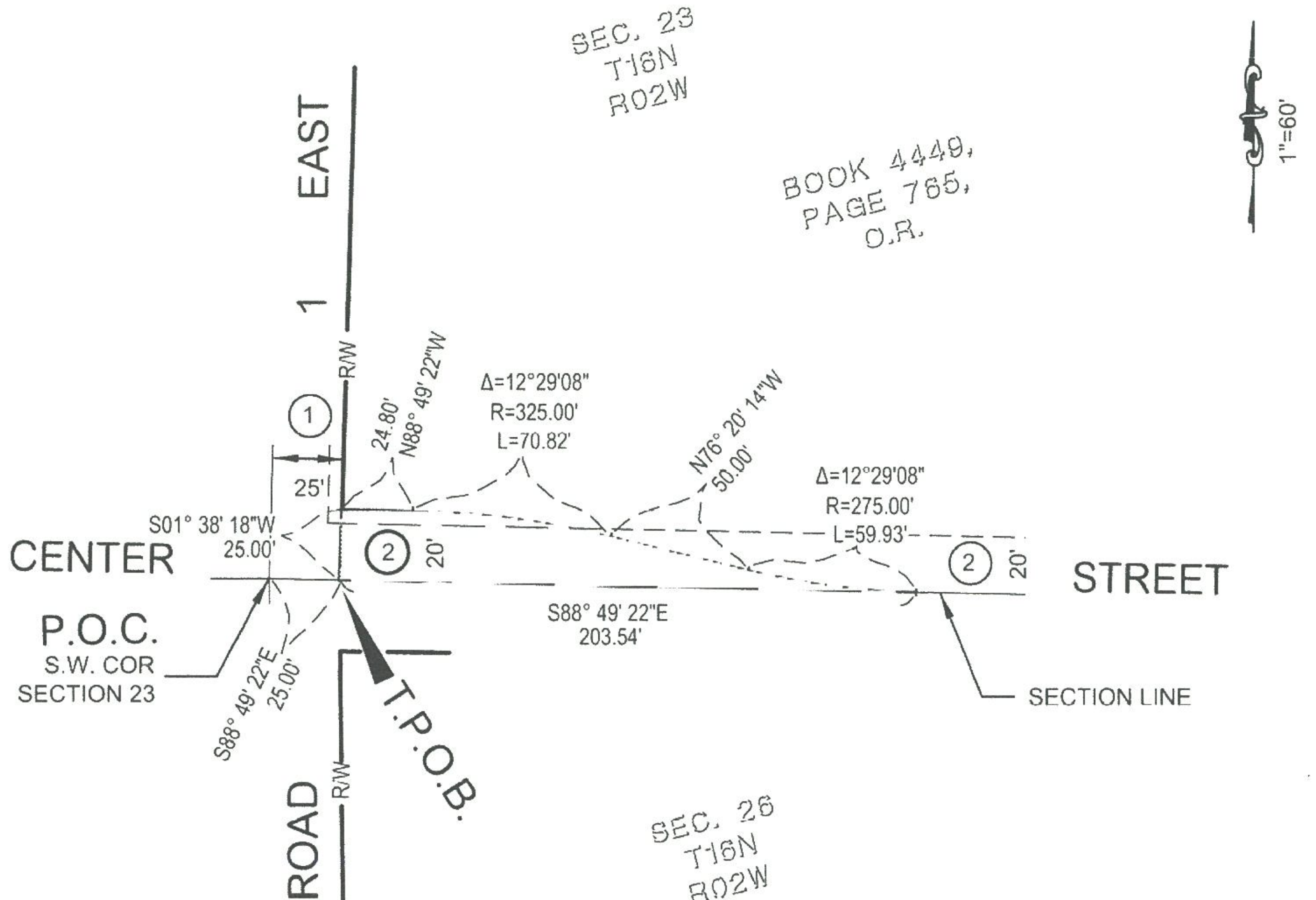
EXPIRES 09/30/2016

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 70.82 FEET THROUGH A CENTRAL ANGLE OF 12°29'08" TO ITS POINT OF TANGENCY WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 25.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) FROM SAID SOUTH LINE OF SECTION 23;

THENCE ALONG SAID PARALLEL LINE, NORTH 88°49'22 WEST A DISTANCE OF 24.80 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF ROAD 1 EAST;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 01°38'18" WEST A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2,910 SQUARE FEET, OR 0.067 ACRES, MORE OR LESS.



LEGEND

VARIABLE WIDTH RIGHT OF WAY TO THE TOWN OF CHINO VALLEY PER THIS DOCUMENT

1. 25' WIDE DEDICATION OF A PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY PER BK. 3474, PG. 818, O.R.

2. 20' WIDE ROADWAY EASEMENT OF HASSAYAMPA ALFALFA FARMS PER BK. 111, PG. 231, DEEDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 51524
KENNETH R. DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
Kenneth R. Davidson
EXPIRES 09/30/2016

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Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
CENTER STREET

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
P: X:\2012\2012720 - Chino Valley Road Circle\Dwg\Exhibits D: Exhibit Thomson.dwg DA: May 27, 2014			SHEET 1 OF 1

EXHIBIT A-4

Deed, Description, and Map of Property to be Acquired

Falkner

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, I Janet M. Falkner, does hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

By: ________________________________
Janet M. Falkner

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Janet M. Falkner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A

LAND DESCRIPTION
MARCH 3, 2014

THAT PORTION OF LAND DESCRIBED IN DEED TO JANET FALKNER RECORDED IN BOOK 4583, PAGE 859 OF OFFICIAL RECORDS LOCATED IN SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHWEST CORNER OF CHINO MEADOWS UNIT IV SUBDIVISION RECORDED IN BOOK 15, PAGE 86, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 23 SOUTH 88° 49' 22" EAST A DISTANCE OF 643.09 FEET;

THENCE NORTH 00°13' 50" EAST A DISTANCE OF 50.79 FEET TO THE NORTHERLY RIGHT-OF-WAY OF CENTER STREET (WIDTH VARIES), SHOWN AS LEAPING LIZARD LANE ON SAID SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°46'10" WEST A DISTANCE OF 103.20 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE RIGHT-OF-WAY OF SANTA CRUZ STREET (50.00 FEET WIDE) AS SHOWN ON SAID CHINO MEADOWS UNIT IV SUBDIVISION;

THENCE NORTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY AN ARC LENGTH OF 34.63 FEET THOUGH A DELTA ANGLE OF 79°21'53" TO ITS POINT OF TANGENCY WITH THE EASTERLY RIGHT-OF-WAY OF SAID SANTA CRUZ STREET AS SHOWN ON SAID SUBDIVISION;

K. R. Davidson

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 3-3-14
ARIZONA U.S.A.

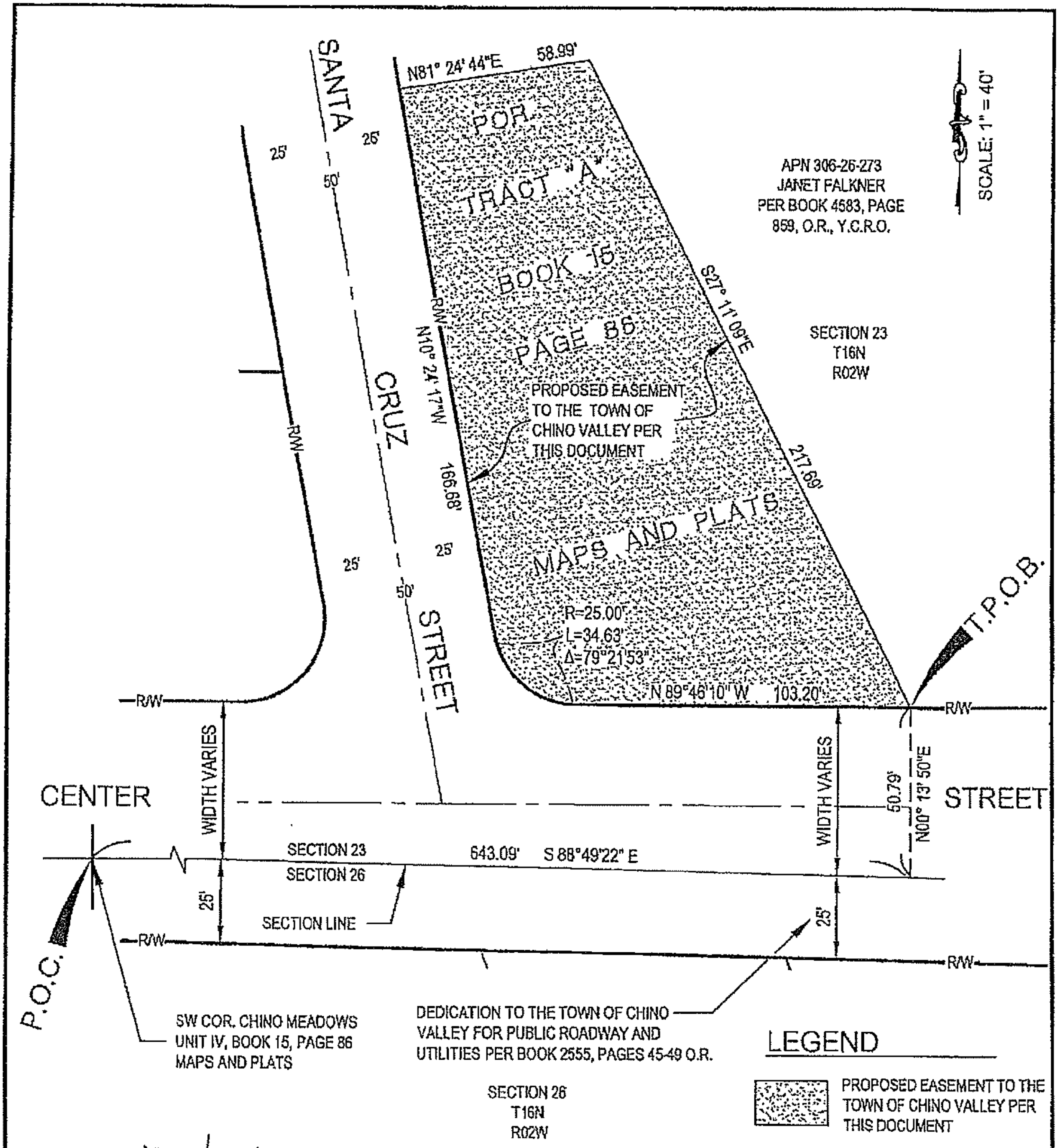
EXPIRES 09/30/2016

THENCE ALONG SAID RIGHT-OF-WAY NORTH 10°24'17" WEST A DISTANCE OFF 166.68 FEET;

THENCE NORTH 81°24'44" EAST A DISTANCE OF 58.99 FEET;

THENCE SOUTH 27°11'09"EAST A DISTANCE OF 217.69 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 17,415 SQUARE FEET, OR 0.399 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 3-3-14
ARIZONA, U.S.A.

EXPIRES 09/30/2016

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Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
P: X:\2012\2012720 - chino valley road circle D: Deep Well Ranch Easement Strip DA: Sep 10, 2013			SHEET 1 OF 1

EXHIBIT A-5

Deed, Description, and Map of Property to be Acquired

Abshire

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Donald C. Abshire and Katherin V. Abshire, husband and wife, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

By: _________________________________
Donald C. Abshire

By: _________________________________
Katherin V. Abshire

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Donald C. Abshire and Katherin V. Abshire, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A

LAND DESCRIPTION
MARCH 3, 2014

THAT PORTION OF PARCEL 2 AS RECORDED IN BOOK 61, PAGE 36 OF LAND SURVEYS LOCATED IN SECTION 26, TOWNSHIP 16 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHWEST CORNER OF CHINO MEADOWS UNIT IV SUBDIVISION RECORDED IN BOOK 15, PAGE 86, MAPS AND PLATS OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 26 SOUTH 88° 49' 22" EAST A DISTANCE OF 662.60 FEET;

THENCE SOUTH 01°10' 38" WEST A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CENTER STREET (WIDTH VARIES) AS RECORDED IN BOOK 2555, PAGES 45 TO 49, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°20'02 WEST A DISTANCE OF 115.85 FEET;

THENCE SOUTH 31°03'34 WEST A DISTANCE OF 20.45 FEET TO THE WESTERLY LINE OF SAID PARCEL 2;

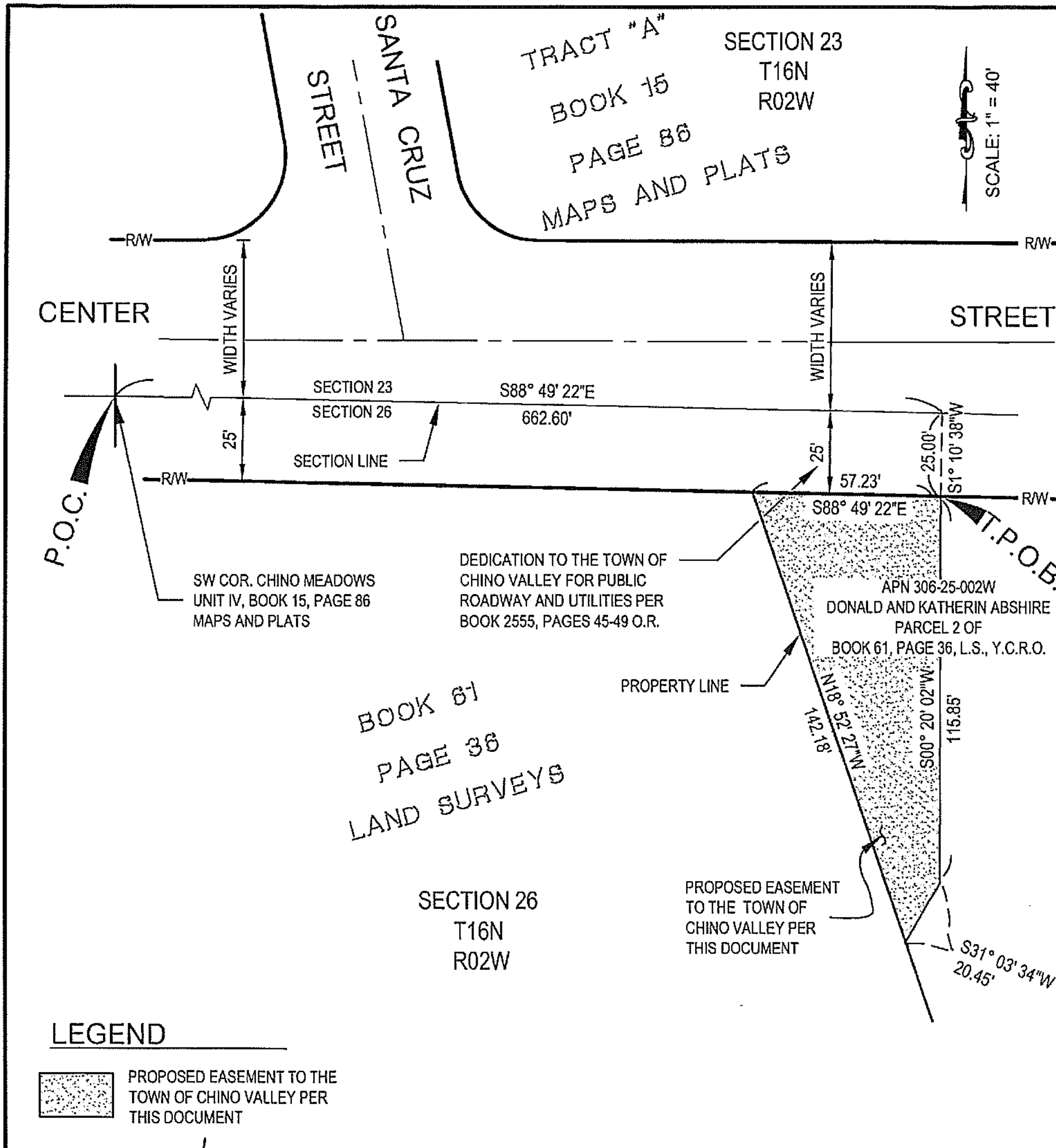
THENCE ALONG SAID WESTERLY LINE NORTH 18°52'27 WEST A DISTANCE OF 142.18 FEET TO SAID SOUTHERLY RIGHT-OF-WAY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 88°49'22" EAST A DISTANCE OF 57.23 FEET TO THE TRUE POINT OF BEGINNING

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 3-3-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

CONTAINING 4,427 SQUARE FEET, OR 0.102 ACRES, MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 3-3-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

CIVILTEC engineering inc.
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Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
P: X:\2012\2012720 - chino valley road circle			SHEET 1 OF 1

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. j.**

Meeting Date:	09/09/2014
Contact Person:	Ron Grittman, Town Engineer Phone: 928-636-2646 x-1223
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	Road 1 East, Brownlow, Kalinich, and Road 4 1/2 ROW

AGENDA ITEM TITLE:

Consideration and possible action to accept the Right-of-Way dedications for Road 1 East between Road 4 South and Kalinich Avenue, Brownlow Avenue, Road 4 1/2 South, and Kalinich Avenue.

RECOMMENDED ACTION:

Accept the Right-of-Way dedications for Road 1 East between Road 4 South and Kalinich Avenue, Brownlow Avenue, Road 4 1/2 South, and Kalinich Avenue.

SITUATION AND ANALYSIS:

See Attached

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Staff Report

Resolution 14-1046

Resolution 14-1046, Exhibit A

Agenda Item Staff Report
SITUATION & ANALYSIS

Issue Statement

Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.

This item will authorize Town Staff to acquire certain real property for right-of-way (ROW) and accept the dedications of ROW along Road 1 East along the Karcic parcel South from Road 4 South, Brownlow Avenue between Road 1 East and Highway 89, Road 4 1/2 South between Road 1 East and Highway 89, and Kalinich Avenue between Road 1 East and Highway 89.

Applicable "Policy"

Bulleted list, by section number and title, of the statue, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.

- The Town is authorized to acquire property for rights-of-way pursuant to A.R.S. §§ 9-240(B) and 9-241.
- The Town Code requires that the Town formally accept the dedication of ROW.

Satisfaction of "Policy"

Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.

- N/A

Summary of Issues and Staff Rationale

Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.

The ROW listed under this resolution is required to construct the necessary roadways of Road 1 East along the Karcic parcel South from Road 4 South and the necessary east/west streets connecting Road 1 east to Highway 89 at Brownlow, Road 4 1/2 and Kalinich. All property owners listed under this resolution have been contacted and are generally in favor of the project, provided that the Town surface and maintain roadways. Some property owners (such as Karcic) will require a separate agreement. This agreement is currently being refined between staff and the property owner. The approval of the agreement will come at a future Council meeting. The construction of these roadways is scheduled for six months after ADOT completes its improvements along Highway 89 between Road 4 South and Deep Well Ranch Road.

The property to be acquired includes portions of the following Yavapai County Assessor's parcels:

Property Owner	Parcel Number
Karcic	102-01-217F

Kay Trust (Mary Kay Dill)	102-01-001M
Windy Valley Properties	102-01-001S
Dirt on the Range	102-01-001Z, 102-01-219E, 102-01-219G, 102-01-219H
Wadhams	102-01-216
Skura	102-01-219
Palm Harbor Homes	102-01-225A

Findings of Fact

Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.

- See attached Resolution.

RESOLUTION NO. 14-1046

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES FOR THE CENTER STREET IMPROVEMENTS PROJECT, AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires acquisition of certain real property described in Exhibit A, attached hereto and made a part hereof, for drainage and roadway improvements to Center Street and the Santa Cruz Wash (the “Project”), as previously authorized by the Town Council pursuant to Resolution 13-1014; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way and easement purposes for the Project, and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley have considered alternatives available to it, have balanced the public good and the private injury resulting from the acquisition of the property and have determined that locating the public improvements on the property results in the greatest public good and the least private injury;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona:

1. That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibit A, plus any additional real property required for completion of the Project as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

2. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

3. That by approving this Resolution authorizing the acquisition of the real property legally described in Exhibit A, the Town Council accepts the dedication of said property as of the date of recordation of the executed deed[s].

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of September, 2014 by the following vote:

AYES: _______________ ABSENT: _______________

NAYS: _______________ ABSTAINED: _______________

____
Chris Marley, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1046 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 9, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

The following exhibits are attached:

1. Exhibit A – Deed, Legal Description and Map of Property/Easement[s] to be acquired.

EXHIBIT A

Deed, Description and Map of Property to be Acquired

EXHIBIT A-1

Deed, Description and Map of Property to be Acquired

Anthony M. Karcic Trust

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 E. Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, I, Anthony, M. Karcic, Trustee of the Anthony M. Karcic Trust, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

ANTHONY M. KARCIC TRUST

By: _________________________________
Anthony M. Karcic, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Anthony M. Karcic, Trustee of the Anthony M. Karcic Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
AUGUST 28, 2013

THE EASTERLY 50.00 FEET OF THE LAND DESCRIBED IN DEED TO ANTHONY M. KARCIC, TRUSTEE OF THE ANTHONY M. KARCIC TRUST RECORDED IN BOOK 4141, PAGE 701 OF OFFICIAL RECORDS LOCATED IN SECTION 3, TOWNSHIP 15 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, GILA AND SALT RIVER BASE AND MERIDIAN.

EXCEPTING THEREFROM:

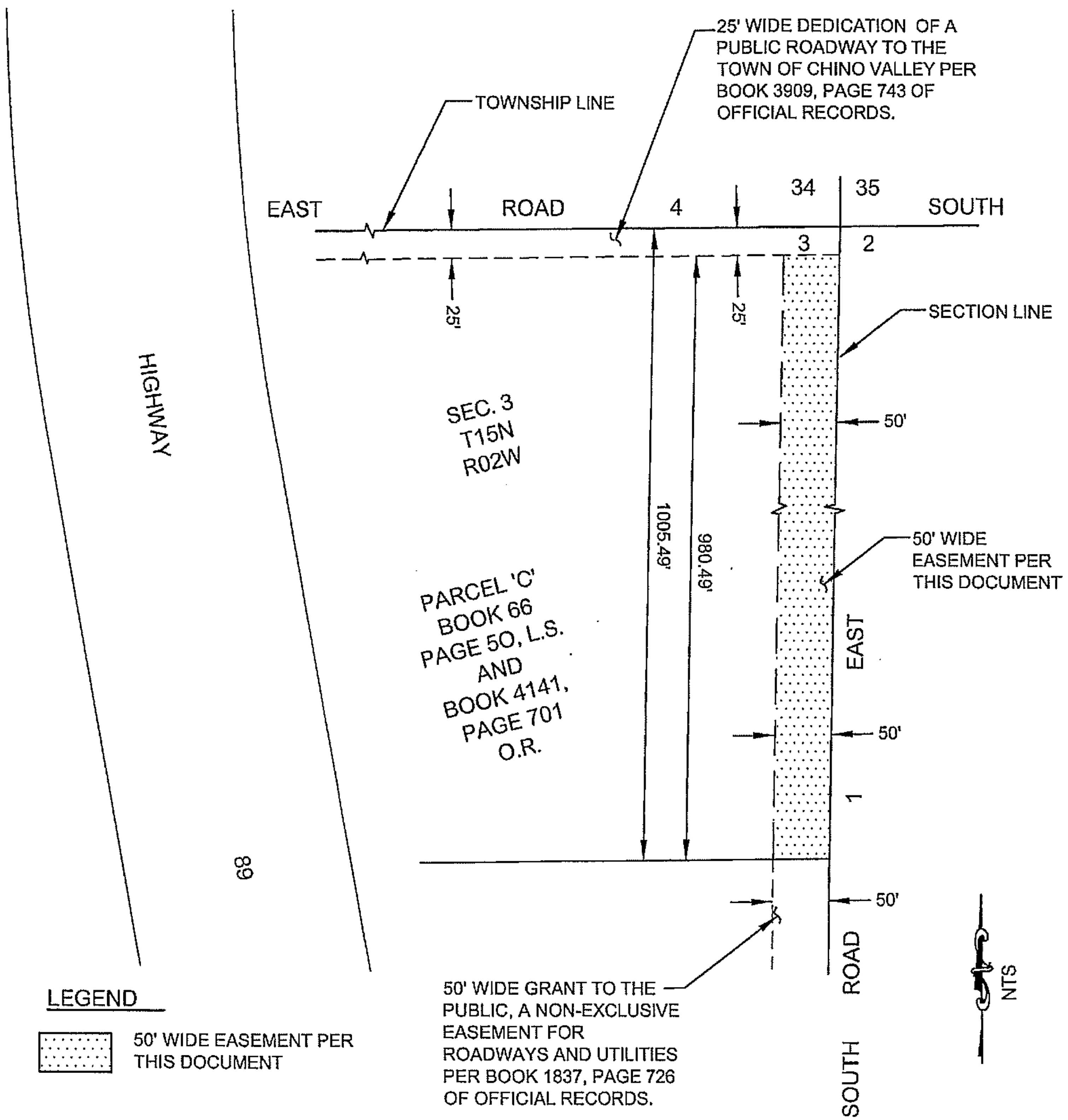
THE NORTHERLY 25.00 FEET OF THE DESCRIBED IN SAID DEED AND ALSO BEING DESCRIBED IN DEDICATION OF A PUBLIC ROADWAY TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 3909, PAGE 743 OF OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 49,025 SQUARE FEET, OR 1.125 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 8-28-13
ARIZONA U.S.A.

EXPIRES 09/30/2013

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 51524
KENNETH R. DAVIDSON
DATE SIGNED 8-28-13
ARIZONA U.S.A.
Kenneth R Davidson
EXPIRES 09/30/2013

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
KARCIC EXHIBIT
ROAD 1 EAST

DE: KRD	CH: RHS	DR: KRD	JOB # 2013722
P: X:\2013\2013722 - Karcic Legal Description - Chino Valley\DWG D: Karcic Exhibit.dwg DA: Aug 28 , 2013			SHEET 1 OF 1

EXHIBIT A-2

Deed, Description and Map of Property to be Acquired

Mary Kay Dill Trust

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, I Mary Kay Dill, Trustee of The Mary Kay Dill Trust, dated September 30, 2008, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of _____________________, 2014.

GRANTOR: The Mary Kay Dill Trust, dated September 30, 2008

By: ________________________________
Mary Kay Dill, Trustee

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of _______________, 2014 before me, a notary public in and for said state, personally appeared Mary Kay Dill, Trustee of The Mary Kay Dill Trust, dated September 30, 2008, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO MARY KAY DILL AND JAMES P. KIRCHNER IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, RECORDED IN BOOK 4264, PAGE 366 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 3, TOWNSHIP 15 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS…

BEGINNING AT THE SOUTHWEST CORNER OF SAID DILL AND KIRCHNER LAND, SAID CORNER ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 89 (220.00 FEET WIDE);

THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89°37’51” EAST A DISTANCE OF 818.76 FEET;

THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID SOUTHERLY LINE NORTH 89°37’51” EAST A DISTANCE OF 136.39 FEET;

THENCE SOUTH 26°17’13” EAST A DISTANCE OF 29.50 FEET;

THENCE NORTH 89°37’51” EAST A DISTANCE OF 19.50 FEET;

THENCE NORTH 25°32’56” EAST A DISTANCE OF 29.50 FEET;

THENCE NORTH 89°37’51” EAST A DISTANCE OF 105.30 FEET;

THENCE SOUTH 37°03’16” EAST A DISTANCE OF 29.50 FEET;

THENCE NORTH 89°37’51” EAST A DISTANCE OF 17.00 FEET;

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

THENCE NORTH 36°18’58” EAST A DISTANCE OF 29.50 FEET;

THENCE NORTH 89°37’51” EAST A DISTANCE OF 447.18 FEET TO THE EASTERLY LINE OF SAID SECTION 3;

THENCE ALONG SAID EASTERLY LINE NORTH 01°29’45” EAST A DISTANCE OF 50.02 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 50.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO SAID EASTERLY PROLONGATION;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 430.95 FEET;

THENCE NORTH 37°53’42” WEST A DISTANCE OF 23.00 FEET;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 16.00 FEET;

THENCE SOUTH 37°09’25” WEST A DISTANCE OF 23.00 FEET;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 143.54 FEET;

THENCE NORTH 29°05’19” WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 16.00 FEET;

THENCE SOUTH 28°21’02” WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 490.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 370.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 72.52 FEET THROUGH A CENTRAL ANGLE OF 11°13’49”;

THENCE NORTH 48°33’30” WEST A DISTANCE OF 29.14 FEET;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 47°49’13” WEST A DISTANCE OF 53.00 FEET TO THE BEGINNING OF NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 320.00 FEET, AND A RADIUS POINT WHICH BEARS NORTH 06°47’14” WEST;

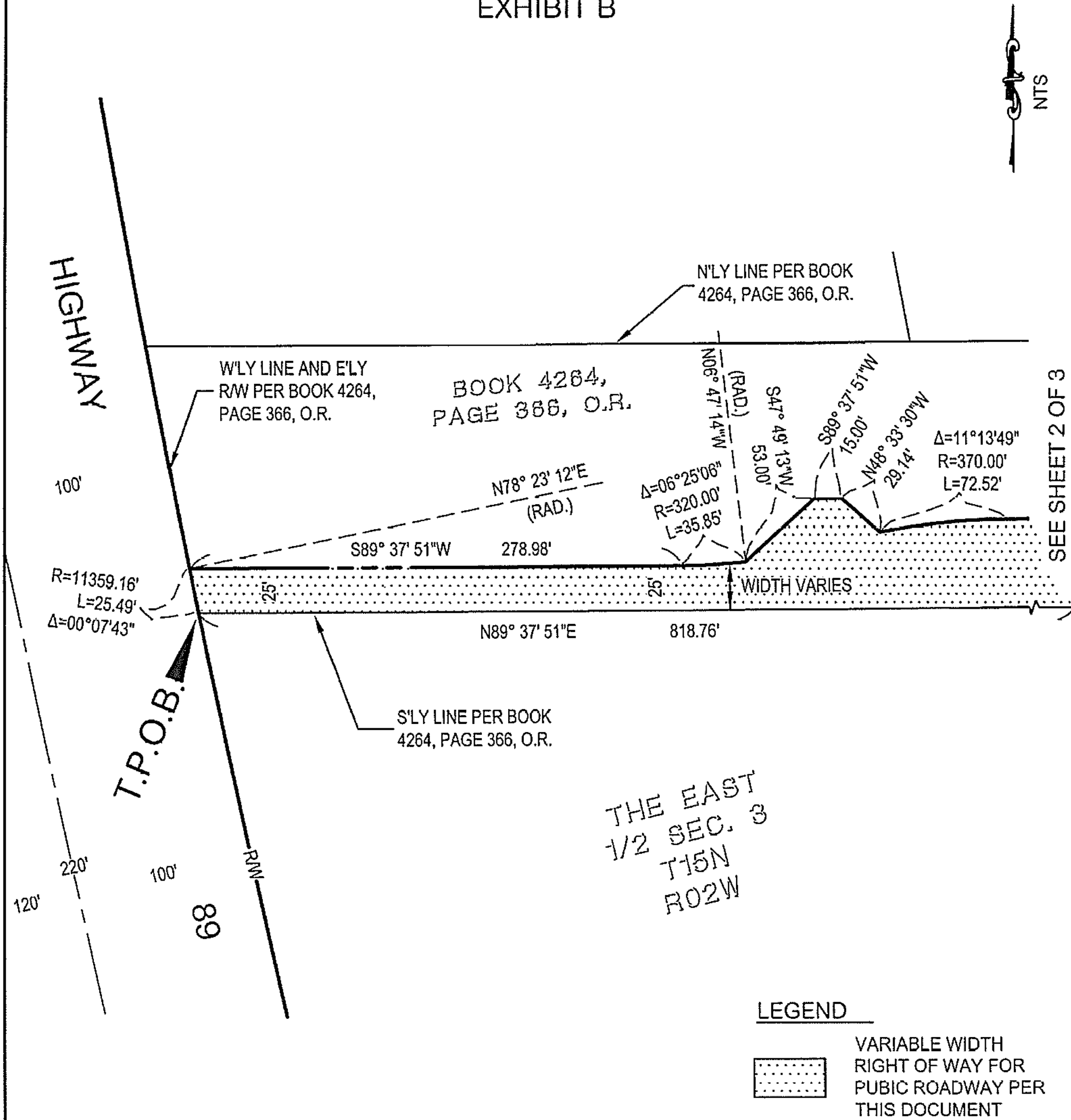
THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 35.85 FEET THROUGH A CENTRAL ANGLE OF 06°25’06”;

THENCE SOUTH 89°37’51” WEST A DISTANCE OF 278.98 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 89 (220.00 FEET WIDE), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,359.16 FEET, AND A RADIUS POINT WHICH BEARS NORTH 78°23’12” EAST;

THENCE SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY AN ARC LENGTH OF 25.49 FEET THROUGH A CENTRAL ANGLE OF 00°07’43” TO **THE TRUE POINT OF BEGINNING**.

CONTAINING 75,344 SQUARE FEET, OR 1.730 ACRES, MORE OR LESS.

EXHIBIT B



REGISTERED LAND SURVEYOR CERTIFICATE NO. 51524 KENNETH R. DAVIDSON DATE SIGNED 5-20-14 ARIZONA U.S.A.

EXPIRES 09/30/2016

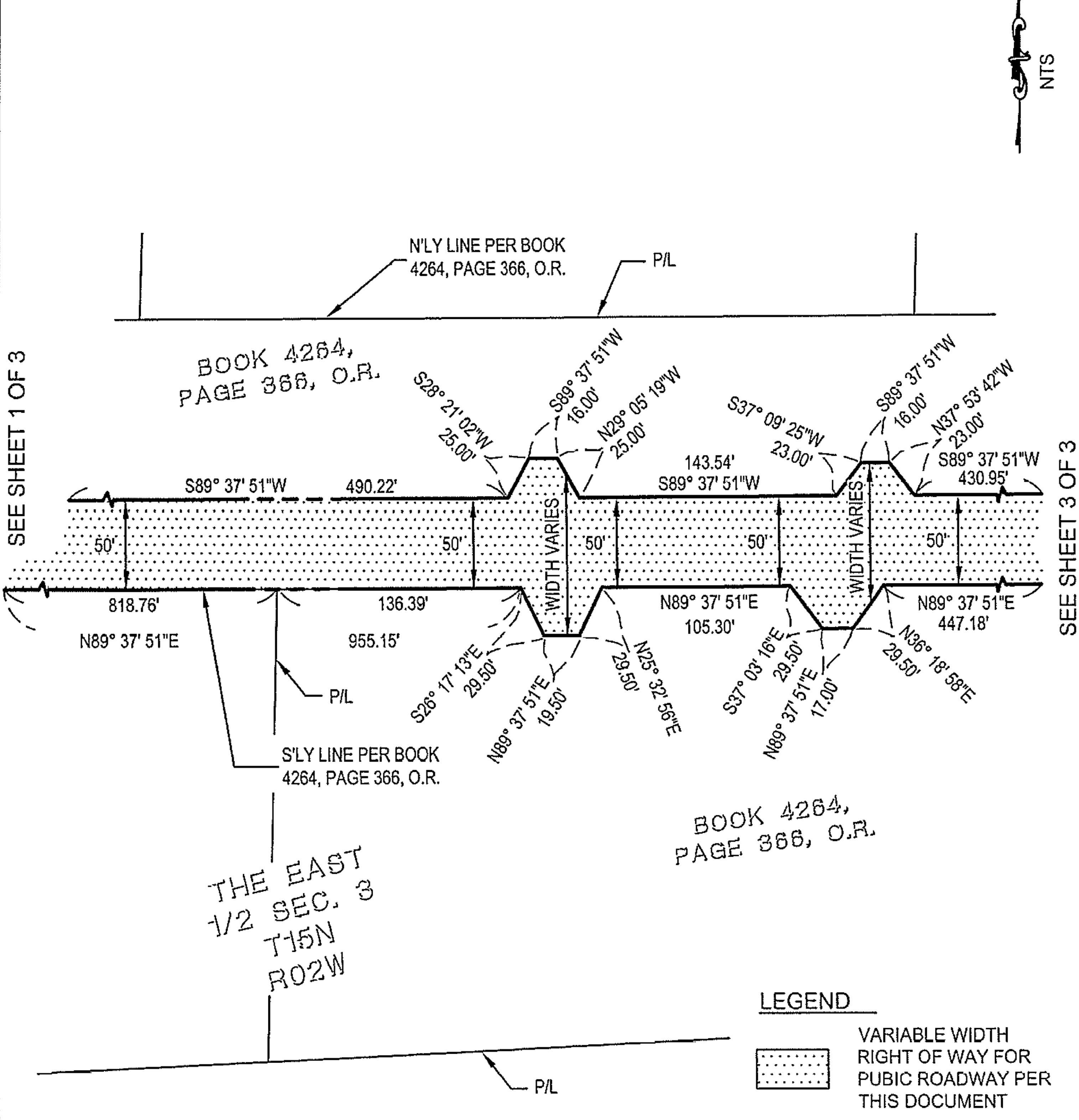
CIVILTEC engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014711
P: X:\2014\2014711 D: Exhibit Gheral Brownlow Dill.dwg DA: May 27 , 2014			SHEET 1 OF 3

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

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Prescott, AZ 86301
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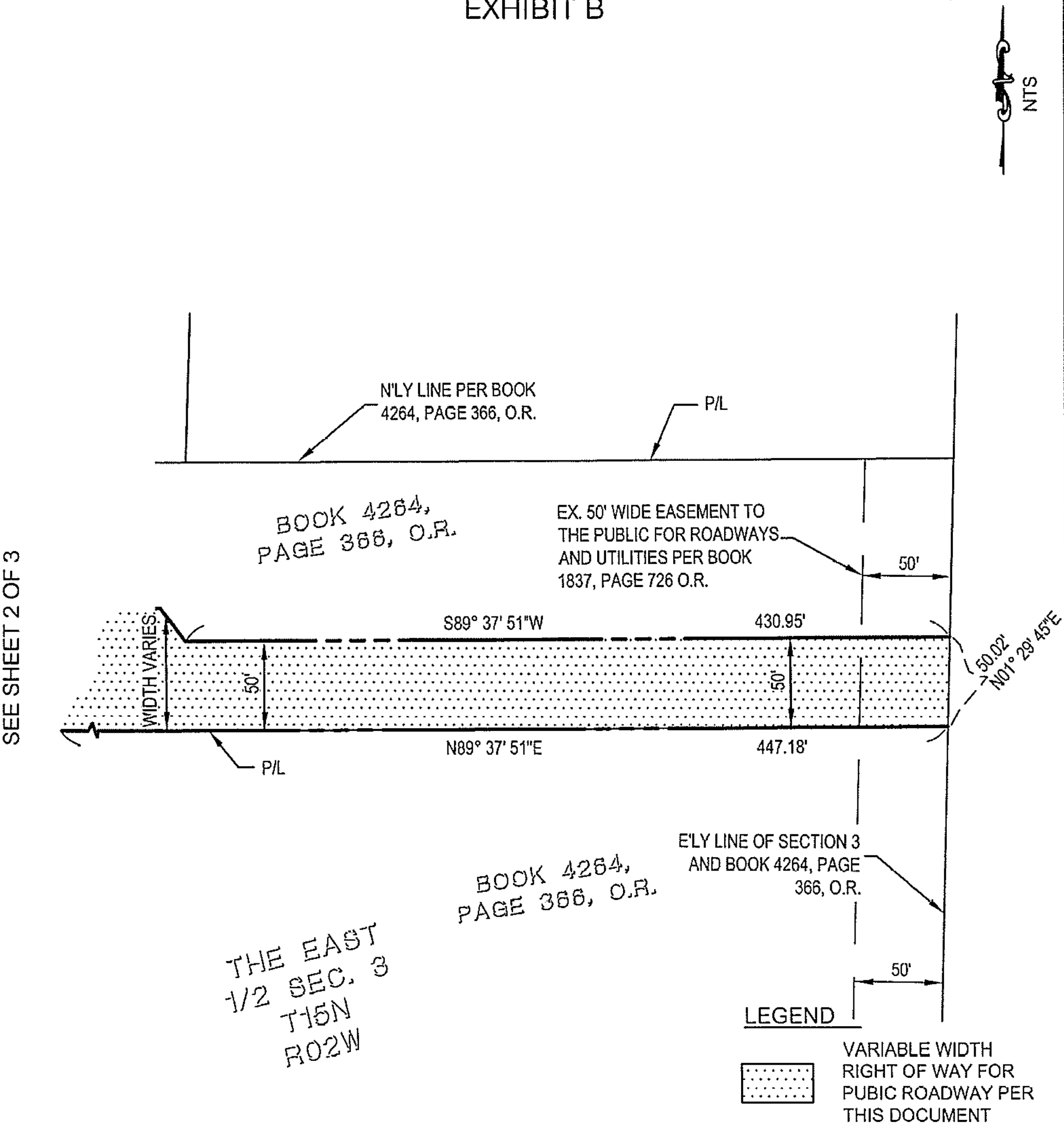
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014711
P: X:\2014\2014711	D: Exhibit Gheral Brownlow Dill.dwg	DA: May 27 , 2014	SHEET 2 OF 3

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

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CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014711
P: X:\2014\2014711 D: Exhibit Gheral Brownlow Dill.dwg DA: May 27, 2014			SHEET 3 OF 3

EXHIBIT A-3

Deed, Description, and Map of Property to be Acquired

Windy Valley Properties, LLC

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Windy Valley Properties, L.L.C., an Arizona limited liability company, does hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ____________________, 2014.

GRANTOR: Windy Valley Properties, L.L.C., an Arizona limited liability company

By: ______________________________
Its: ________________________

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of _______________, 2014 before me, a notary public in and for said state, personally appeared ________________, its ______________ of Windy Valley Properties, L.L.C., an Arizona limited liability company (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO WINDY VALLEY PROPERTIES, L.L.C., IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, RECORDED IN BOOK 3391, PAGE 395 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 3, TOWNSHIP 15 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS…

BEGINNING AT THE NORTHWEST CORNER OF SAID WINDY VALLEY PROPERTIES LAND;

THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°37'51" EAST A DISTANCE OF 458.05 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 320.00 FEET, AND A RADIUS POINT WHICH BEARS SOUTH 00°22'09" EAST;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 86.40 FEET THROUGH A CENTRAL ANGLE OF 15°28'14" TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 99.90 FEET THROUGH A CENTRAL ANGLE OF 15°28'14" TO ITS POINT OF TANGENCY WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 25.00 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) FROM THE NORTHERLY LINE OF SAID WINDY VALLEY PROPERTIES LAND;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°37'51" WEST A DISTANCE OF 268.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 89 (220.00 FEET WIDE), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,359.16 FEET, AND A RADIUS POINT WHICH BEARS NORTH 78°07'46" EAST;

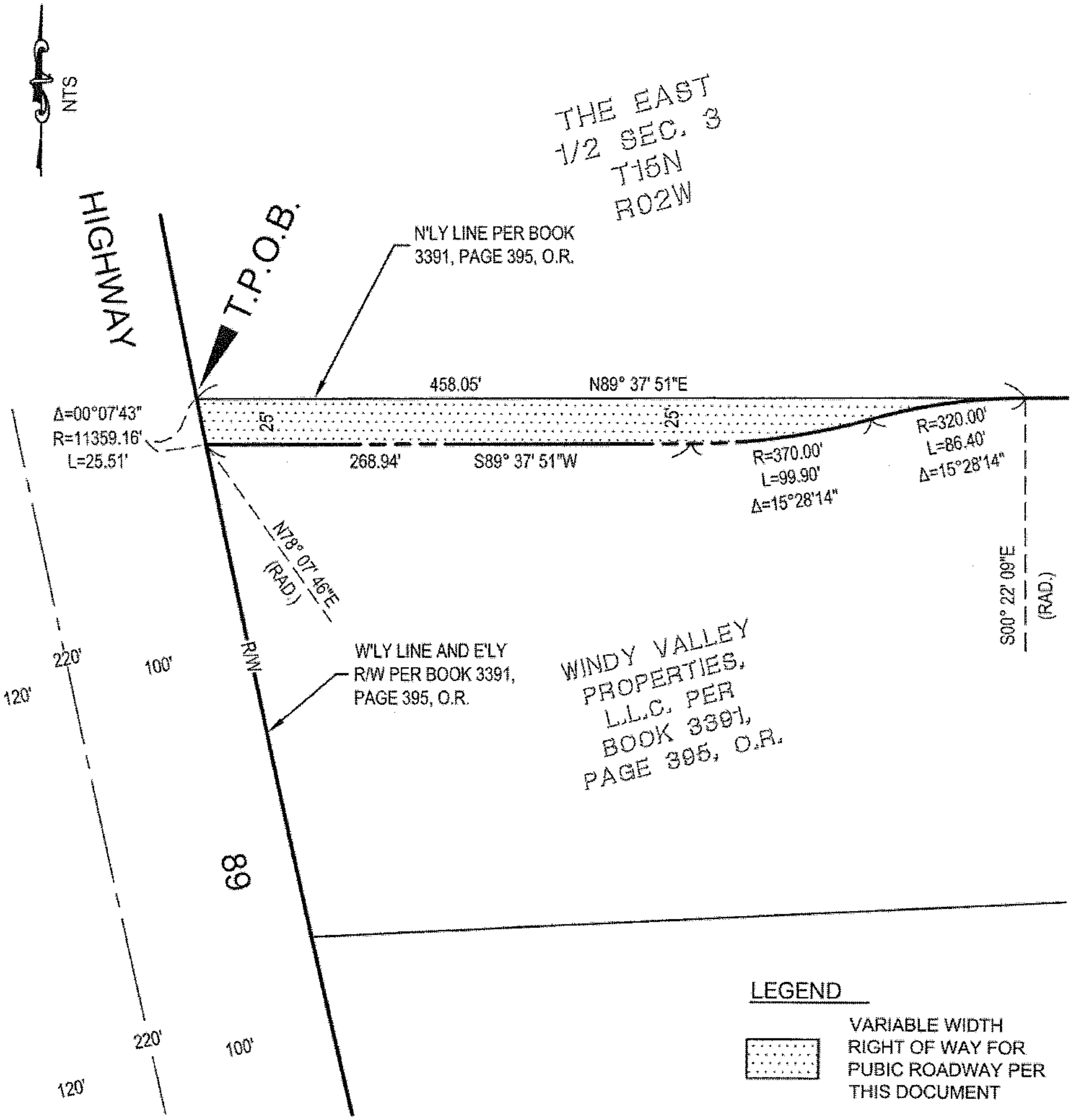
THENCE NORTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY AN ARC LENGTH OF 25.51 FEET THROUGH A CENTRAL ANGLE OF 00°07'43" TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 9,144 SQUARE FEET, OR 0.209 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 51524
KENNETH R. DAVIDSON
DATE SIGNED 5-2014
ARIZONA U.S.A.
EXPIRES 09/30/2016

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CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014711
P: X:\2014\2014711 D: Exhibit Gheral Brownlow Windy Valley.dwg		DA: May 27, 2014	SHEET 1 OF 1

EXHIBIT A
LAND DESCRIPTION
MAY 20, 2014

THAT PORTION OF THE LAND DESCRIBED IN DEED TO WINDY VALLEY PROPERTIES, L.L.C., IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, RECORDED IN BOOK 3391, PAGE 395 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING WITHIN SECTION 3, TOWNSHIP 15 NORTH, RANGE 2 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS...

BEGINNING AT THE NORTHWEST CORNER OF SAID WINDY VALLEY PROPERTIES LAND;

THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°37'51" EAST A DISTANCE OF 458.05 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 320.00 FEET, AND A RADIUS POINT WHICH BEARS SOUTH 00°22'09" EAST;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 86.40 FEET THROUGH A CENTRAL ANGLE OF 15°28'14" TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 99.90 FEET THROUGH A CENTRAL ANGLE OF 15°28'14" TO ITS POINT OF TANGENCY WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 25.00 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) FROM THE NORTHERLY LINE OF SAID WINDY VALLEY PROPERTIES LAND;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°37'51" WEST A DISTANCE OF 268.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HIGHWAY 89 (220.00 FEET WIDE), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,359.16 FEET, AND A RADIUS POINT WHICH BEARS NORTH 78°07'46" EAST;

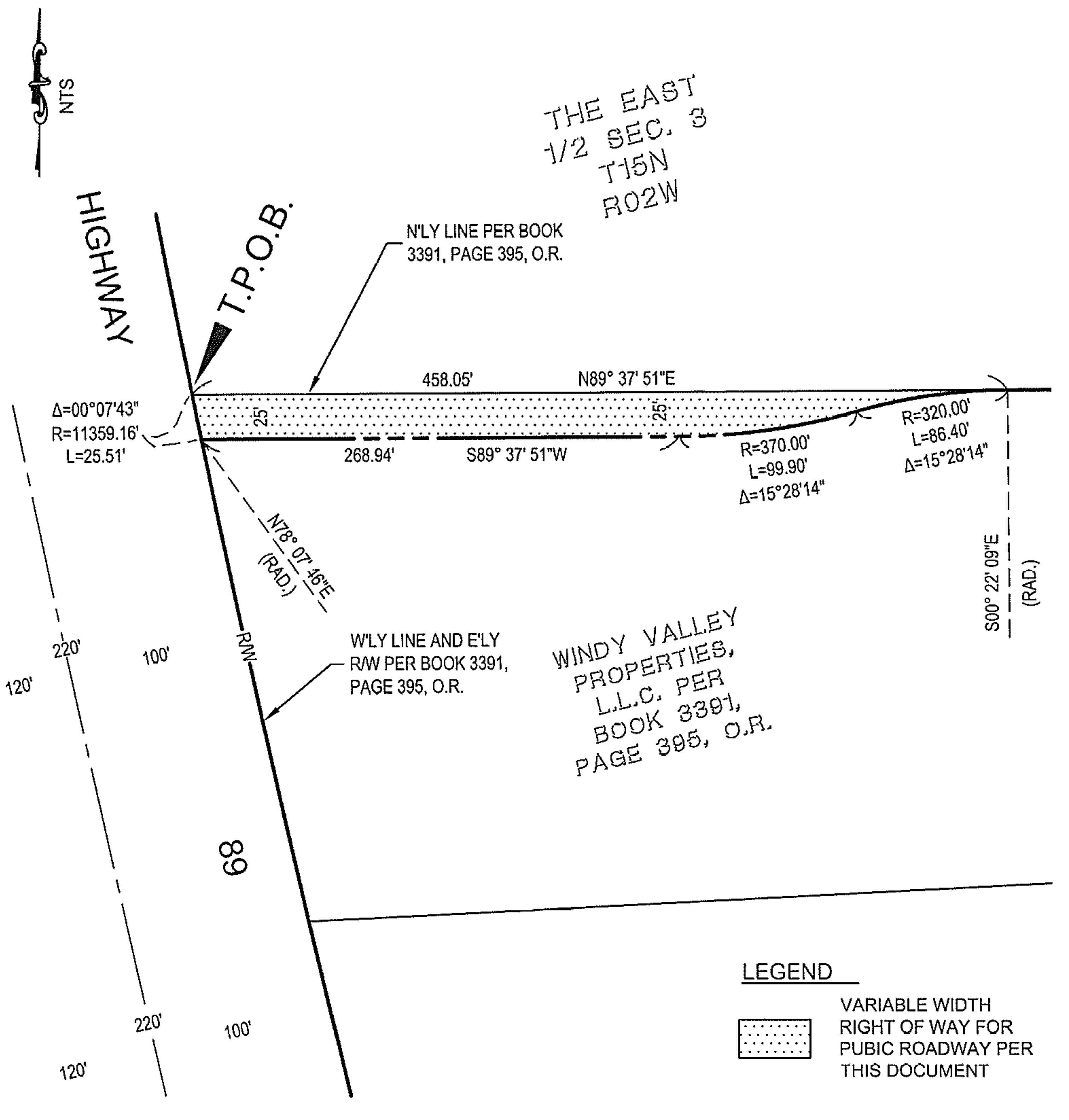
THENCE NORTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY AN ARC LENGTH OF 25.51 FEET THROUGH A CENTRAL ANGLE OF 00°07'43" TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 9,144 SQUARE FEET, OR 0.209 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R.
DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

EXHIBIT B



LEGEND

VARIABLE WIDTH RIGHT OF WAY FOR PUBIC ROADWAY PER THIS DOCUMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51524
KENNETH R. DAVIDSON
DATE SIGNED 5-20-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria

2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2014711
P: X:\2014\2014711 D: Exhibit Gheral Brownlow Windy Valley.dwg		DA: May 27, 2014	SHEET 1 OF 1

EXHIBIT A-4

Deed, Description, and Map of Property to be Acquired

Dirt on the Range, LLC

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Dirt on the Range, L.L.C., an Arizona limited liability company, does hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR: Dirt on the Range, L.L.C., an Arizona limited liability company

By: ________________________________
Its: __________________________

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared _________________, its _______________ of Dirt on the Range, L.L.C., an Arizona limited liability company (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

Legal Description

APN 102-01-219G, 102-01-219E, 102-01-001Z, 102-01-219H

April 15, 2014

Those portions of the East half of Section 3, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, more particularly described as follows:

The southerly 25.00 feet of the land described in deed to DIRT ON THE RANGE, LLC recorded in Book 4254, Page 123 of Official Records, in the office of the Recorder of said County;

Together with:

The southerly 25.00 feet of the land described in deed to DIRT ON THE RANGE, LLC recorded in Book 4254, Page 122 of Official Records, in the office of the Recorder of said County;

Together with:

The southerly 25.00 feet of the land described in deed to DIRT ON THE RANGE, LLC recorded in Book 4254, Page 125 of Official Records, in the office of the Recorder of said County;

Together with:

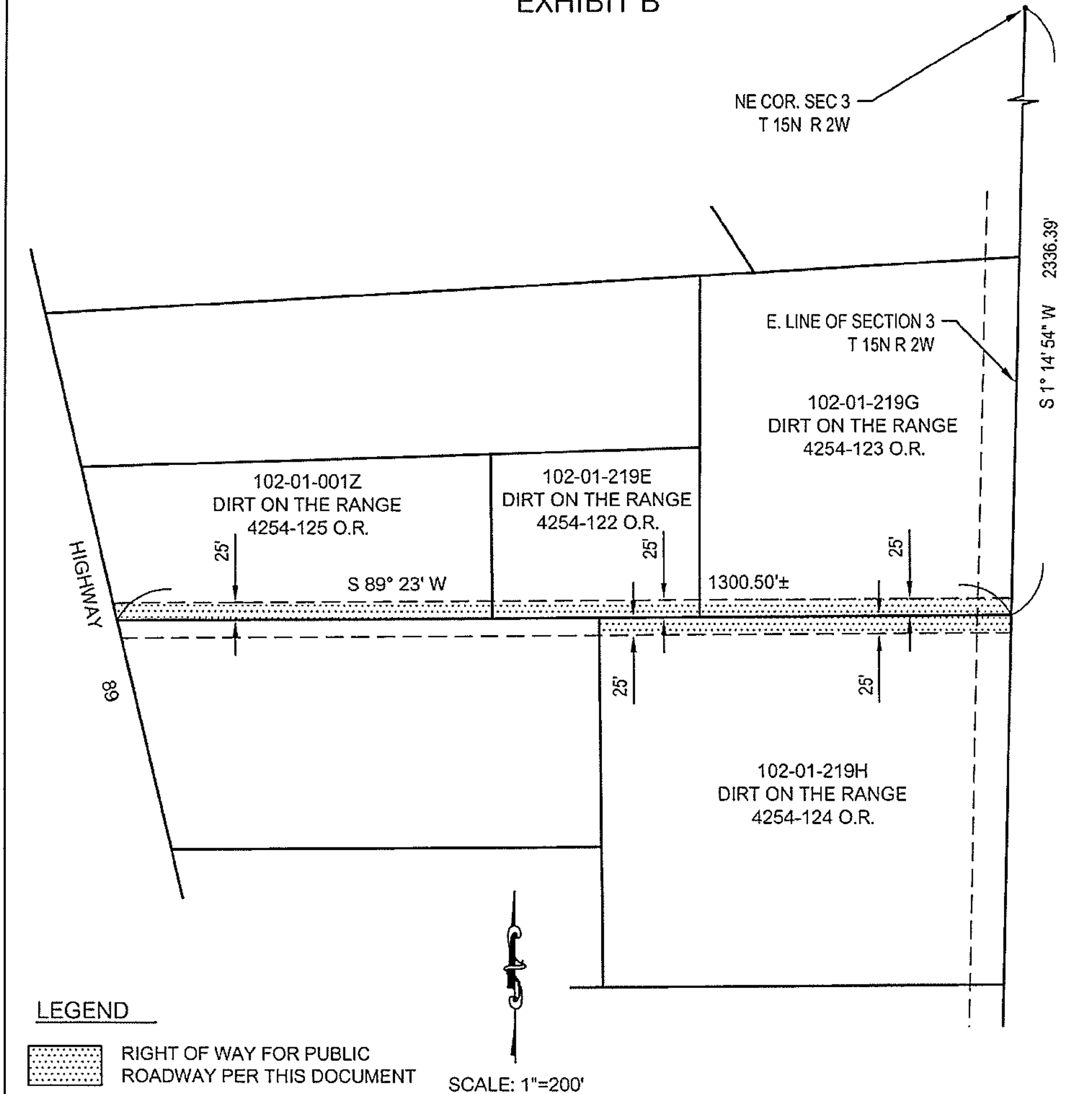
The northerly 25.00 feet of the land described in deed to DIRT ON THE RANGE, LLC recorded in Book 4254, Page 124 of Official Records, in the office of the Recorder of said County;

Containing 47626 square feet, or 1.093 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
Date Signed 4/15/14
ARIZONA, U.S.A.

EXP. 9/30/16

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
DATE SIGNED 04-15-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria

2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
DIRT-ON-THE-RANGE
ROAD 1 EAST

DE: RHS	CH: RHS	DR: MM	JOB # 2014710
X:\2014\2014710 - Dirt On The Range\DWG\Sheets\LEGALS\ Exhibit B-Dirt On The Range.dwg Date: Apr 29 , 2014			SHEET 1 OF 1

EXHIBIT A-5

Deed, Description, and Map of Property to be Acquired

Kermit and Virginia Wadhams

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Kermit Wadhams and Virginia Wadhams, husband and wife, as joint tenants with right of survivorship, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

By: ________________________________
Kermit Wadhams

By: ________________________________
Virginia Wadhams

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared Kermit Wadhams and Virginia Wadhams, husband and wife, as joint tenants with right of survivorship,, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

Legal Description

APN 102-01-216

April 15, 2014

That portion of the East half of Section 3, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, more particularly described as follows:

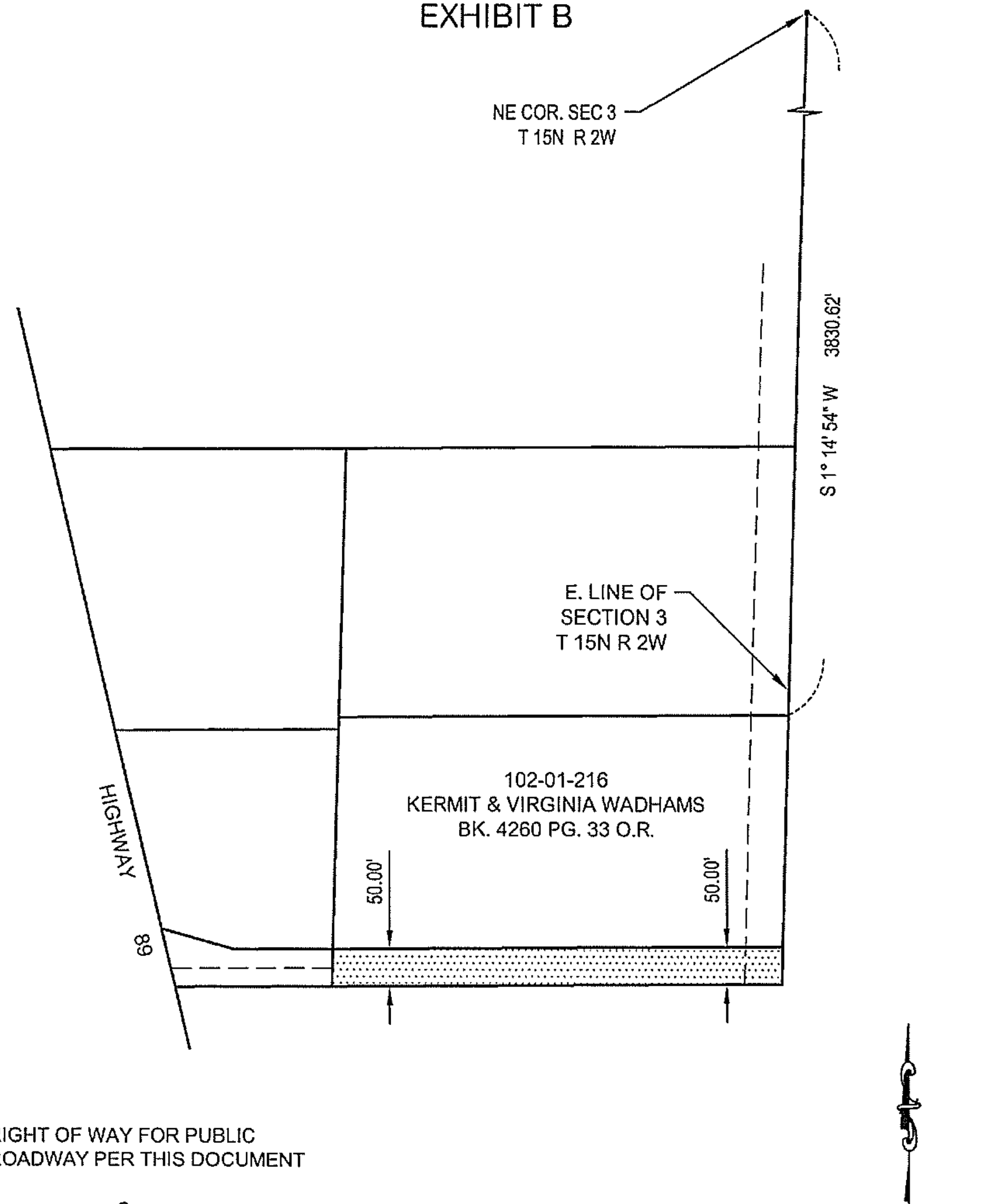
The southerly 50.00 feet of the land described as PARCEL 1 in deed to KERMIT WADHAMS AND VIRGINIA WADHAMS recorded in Book 4260, Page 33 of Official Records, in the office of the Recorder of said County.

Containing 30323 square feet or 0.696 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25405
RICHARD H.
SHROADS
4/15/14

Exp. 9.30.16

EXHIBIT B



LEGEND

RIGHT OF WAY FOR PUBLIC ROADWAY PER THIS DOCUMENT

SCALE: 1"=200'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H. SHROADS
DATE SIGNED 04-15-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
WADHAMS
KALINICH AVENUE

DE: RHS	CH: RHS	DR: MM	JOB # 2014709
X:\2014\2014709 - Palm Harbor\DWG\Sheets\Legals\Exhibit B-Wadhams.dwg Date: Apr 15 , 2014			SHEET 1 OF 1

EXHIBIT A-6

Deed, Description, and Map of Property to be Acquired

Stanley J. and Dorothy Skura

When Recorded Return to:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Stanley J. Skura and Dorothy Skura, husband and wife, as joint tenants with right of survivorship, do hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ____________________, 2014.

GRANTOR:

By: ______________________________
Stanley J. Skura

By: ______________________________
Dorothy Skura

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of _______________, 2014 before me, a notary public in and for said state, personally appeared Stanley J. Skura and Dorothy Skura, husband and wife, as joint tenants with right of survivorship,, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

Legal Description

APN 102-01-219

April 15, 2014

That portion of the East half of Section 3, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, more particularly described as follows:

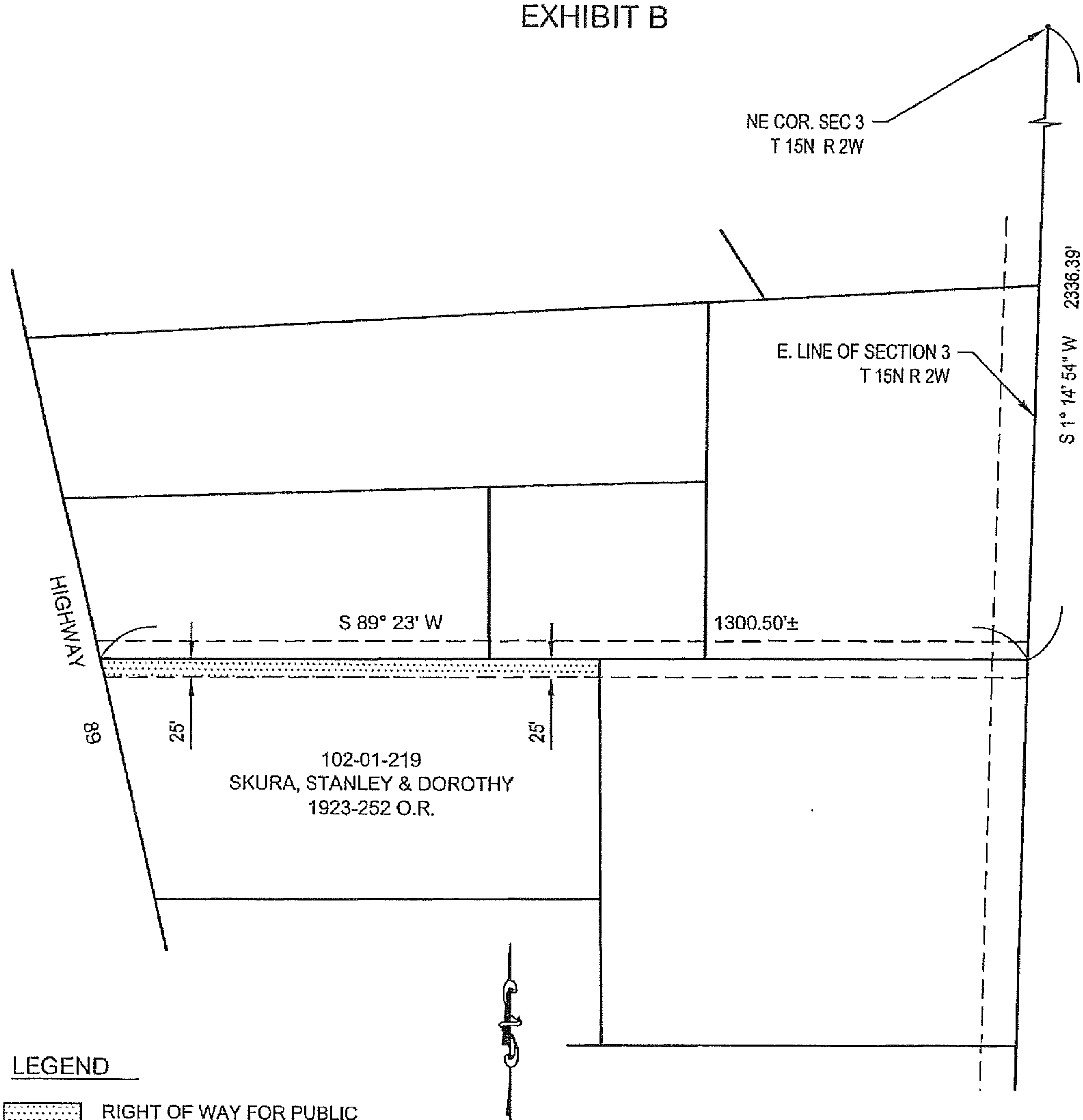
The northerly 25.00 feet of the land described in deed to STANLEY J. SKURA AND DOROTHY SKURA recorded in Book 1923, Page 252 of Official Records, in the office of the Recorder of said County.

Containing 17398 square feet or 0.399 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
4/15/14
ARIZONA, U.S.A.

Exp. 9/30/16

EXHIBIT B



LEGEND

RIGHT OF WAY FOR PUBLIC ROADWAY PER THIS DOCUMENT

SCALE: 1"=200'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
DATE SIGNED 04-15-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

CIVILTEC engineering inc.
Montrose • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
SKURA
ROAD 1 EAST

DE: RHS	CH: RHS	DR: MM	JOB # 2014710
X:\2014\2014710 - Dirt On The Range\dwg\Sheets\Legals\Exhibit B.dwg Date: Apr 15 , 2014			SHEET 1 OF 1

Legal Description

APN 102-01-219

April 15, 2014

That portion of the East half of Section 3, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, more particularly described as follows:

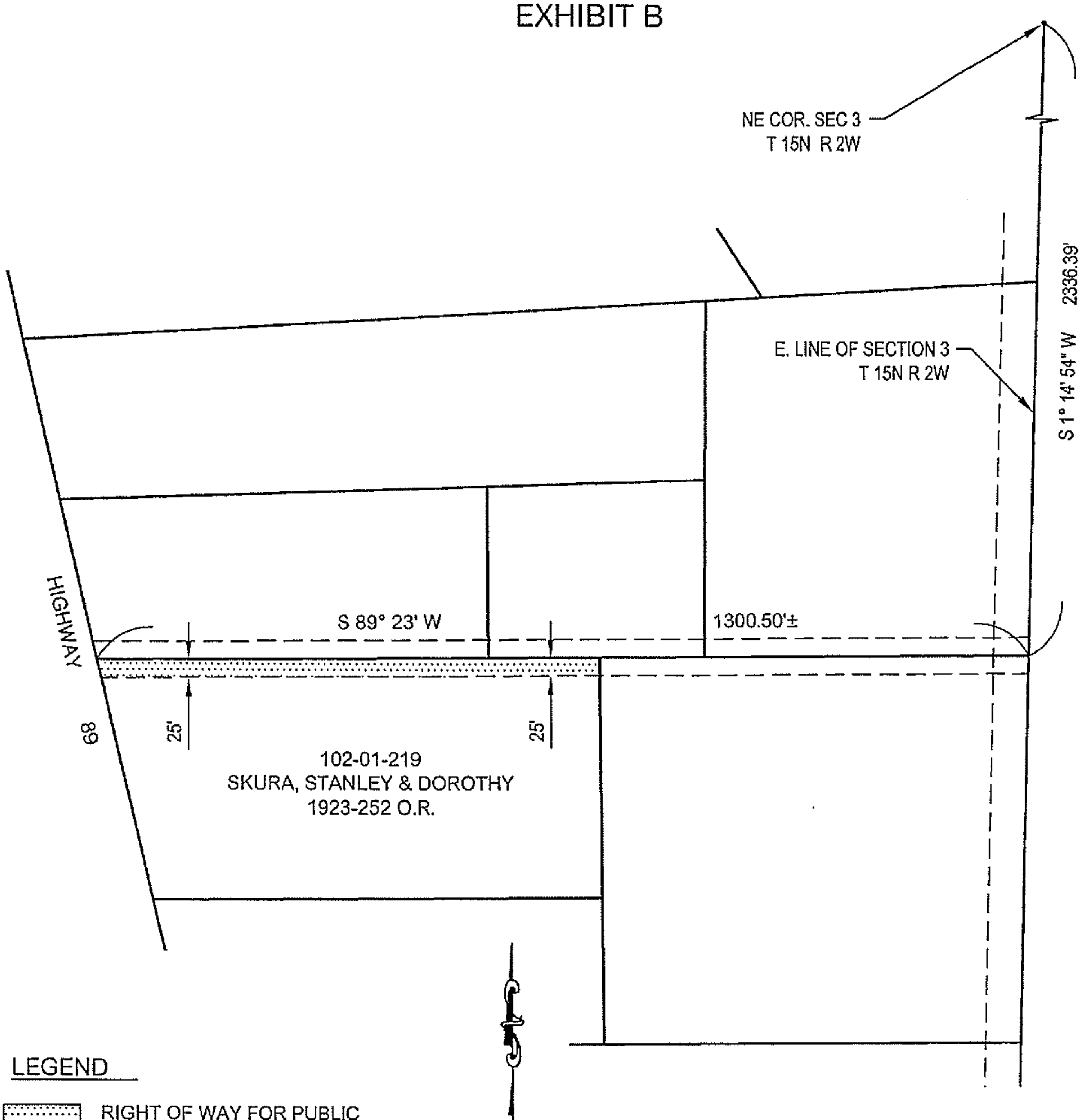
The northerly 25.00 feet of the land described in deed to STANLEY J. SKURA AND DOROTHY SKURA recorded in Book 1923, Page 252 of Official Records, in the office of the Recorder of said County.

Containing 17398 square feet or 0.399 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26408
RICHARD N.
SHROADS
Date Signed 4/15/14
ARIZONA, U.S.A.

Exp. 9/30/16

EXHIBIT B



LEGEND

RIGHT OF WAY FOR PUBLIC ROADWAY PER THIS DOCUMENT

SCALE: 1"=200'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
DATE SIGNED 04-15-14
ARIZONA U.S.A.

EXPIRES 09/30/2016

CIVILTEC engineering inc.
Monrovia • Prescott • Peoria
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
SKURA
ROAD 1 EAST

DE: RHS	CH: RHS	DR: MM	JOB # 2014710
X:\2014\2014710 - Dirt On The Range\ dwg\Sheets\Legals\Exhibit B.dwg Date: Apr 15 , 2014			SHEET 1 OF 1

EXHIBIT A-7

Deed, Description, and Map of Property to be Acquired

Palm Harbor Homes, Inc.

When Recorded Return to:

Town of Chino Valley
c/o Susan D. Goodwin
Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.
501 E. Thomas Road
Phoenix, Arizona 85012-3205

WARRANTY DEED

Exempt pursuant to
A.R.S. §§ 11-1134(A)(3)
& 42-11102(A)

For the consideration of Ten Dollars, and other valuable considerations, Palm Harbor Homes, Inc., a Delaware corporation, does hereby convey to the Town of Chino Valley, a municipal corporation, 202 North State Route 89, Chino Valley, Arizona 86323, the following real property situated in the County of Yavapai, State of Arizona.

See Exhibit A

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this ______ day of ______________________, 2014.

GRANTOR:

PALM HARBOR HOMES, INC., a Delaware corporation

By: ________________________________
Its: ________________________________

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this _____ day of ________________, 2014 before me, a notary public in and for said state, personally appeared ___________________, the _____________ of Palm Harbor Homes, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Warranty Deed
DATE OF DOCUMENT	
NUMBER OF PAGES	2
ADDITIONAL SIGNORS	None
(other than those named in	
the notarial certificate)	

Legal Description

APN 102-01-225A

April 15, 2014

That portion of the East half of Section 3, Township 15 North, Range 2 West, Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of PARCEL 1 of the land described in Deed to Palm Harbor Homes, Inc. recorded in Book 4808, Page 391 of Official Records, in the office of the Recorder of said County;

Thence S89°23'W along the southerly line of said parcel, a distance of 209.24 feet to the westerly line of said parcel, being the easterly right-of-way line of State Route 89;

Thence N13°31'19"W along said right-of-way line a distance of 80.02 feet;

Thence S74°21'25"E 100.00 feet to a line which is parallel with and distant 50.00 feet northerly (measured at right angles) from the southerly line of said parcel;

Thence N89°23'E along said parallel line, a distance of 132.77 feet to the easterly line of said parcel;

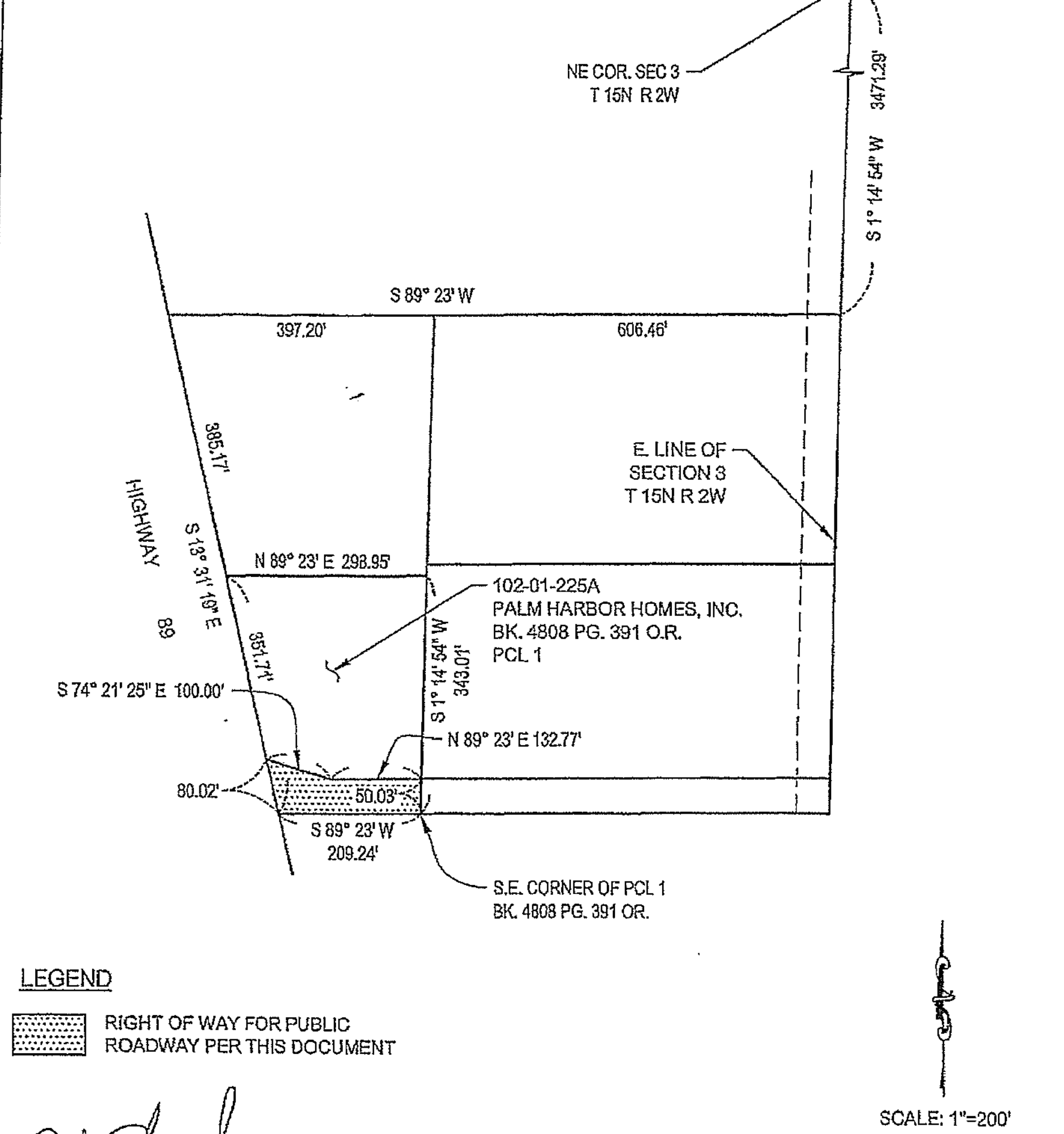
Thence S1°14'54"W along said easterly line, a distance of 50.03 feet to the TRUE POINT OF BEGINNING.

Containing 12045 square feet or 0.277 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
ARIZONA, U.S.A.

EXP. 9-30-2016

EXHIBIT B



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26405
RICHARD H.
SHROADS
DATE SIGNED 04-15-14
ARIZONA U.S.A.
EXPIRES 09/30/2016

CIVILTEC
engineering inc.
Monrovia • Prescott • Phoenix
2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B
PALM HARBOR HOMES, INC.
KALINICH AVENUE

DE: RHS	CH: RHS	DR: MM	JOB # 2014709
X:\2014\2014709 - Palm Harbor\DWG\Sheets\Legals\ Exhibit B-Palm Harbor Homes.dwg Date: Apr 15, 2014			SHEET 1 OF 1

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