

Jack Miller
Mayor

Eric Granillo
Vice -Mayor

Tom Armstrong
Councilmember

John McCafferty
Councilmember

Annie Perkins
Councilmember

Sherri Phillips
Councilmember

Robert Schacherer
Councilmember



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, SEPTEMBER 12, 2023
6:00 P.M.**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Presentation and discussion from Dan Jackson with Willdan Financial Services regarding the Town's Water and Wastewater Rate Study.
3. **CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**
Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.
4. **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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.
 - a. Status reports by Mayor and Council regarding current events.
 - b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. 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 award a Professional Services Agreement to MTO Janitorial, LLC, for Town Hall and Police Department Cleaning Services in the amount of \$5,500 per month.
- b. Consideration and possible action to approve a Second amendment to the Professional Services Agreement with EHS Support, LLC, to provide a physical availability determination (PAD) for the Wine Glass Ranch in the Big Chino Sub-basin, to increase the total amount by \$10,000 and extend the contract term from September 30, 2023, to March 30, 2024.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Public hearing, consideration, and possible action regarding an application from Agent Anita Martinez, Family Dollar, LLC, Store #24151 (Beer and Wine Store), for a new Series 10 Liquor License located at 314 Business Park Drive, Chino Valley, AZ 86323.

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 10 Liquor License for Family Dollar, LLC, Store #24151.

7. ADJOURNMENT

Dated this 6th day of September, 2023.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request 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/agendacenter>, and in the Town Clerk's Office.

Council meetings are live-streamed on Town of Chino Valley Website and Facebook page.

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: _____
Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. a.

Meeting Date: 09/12/2023
Contact Person: Joe Duffy, Finance Director
Department: Finance
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to award a Professional Services Agreement to MTO Janitorial, LLC, for Town Hall and Police Department Cleaning Services for \$5,500 per month.

RECOMMENDED ACTION:

Award a Professional Services Agreement to MTO Janitorial, LLC, for Town Hall and Police Department Cleaning Services for \$5,500 per month.

SITUATION AND ANALYSIS:

The Town issued an RFP for Town Hall and Police Department Cleaning Services on June 25, 2023.

With the opening of the new police department that is operating 24 hours a day, 7 days a week, it is necessary to have janitorial services provided more frequently than our current facilities staff can provide. The company will also provide services for Town Hall.

Fiscal Impact

Fiscal Impact?: 66,000
If Yes, Budget Code: 01-60-5211
Available: 66,000
Funding Source:

The amount was included in the FY 2023/2024 budget.

Attachments

Cleaning Service RFP and PSA



REQUEST FOR PROPOSALS

Town of Chino Valley
Finance Department
1982 Voss Drive
Chino Valley, Arizona 86323

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title:	RFP – Town Hall and Police Department Cleaning Services
Release Date:	July 25, 2023
Advertisement Dates:	July 25 - 28, 2023 – Prescott Daily Courier
Non-Mandatory Pre-Submittal Conference:	August 9, 2023 Town Hall Conference Room 10:00 a.m. 202 N State Route 89 Chino Valley, Arizona 86323
Final Date for Inquiries:	August 17, 2023
Proposal Due Date and Time:	August 29, 2023 3:00 p.m.
Target Town Council Award Date:	September 12, 2023 3:00 p.m.
Anticipated Agreement Start Date:	October 1, 2023
RFP Administrator:	Joe Duffy jduffy@chinoaz.net 928-636-2646

ATTENTION

If a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the Town's sole discretion.

The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.

All times are local to Chino Valley, Arizona.

**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****SECTION A****TABLE OF CONTENTS**

<u>Section A</u>	<u>Page</u>
I. RFP Process; Award of Agreement	A-1
II. Proposal Format; Scoring	A-7
III. Oral Interviews; Scoring	A-10
IV. Vendor Information Form	A-11
 <u>Section B</u>	
Sample Professional Services Agreement	B-1

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****PART I. RFP PROCESS; AWARD OF AGREEMENT**

1.1 Purpose; Scope of Work. The Town of Chino Valley (the "Town") is issuing this Request For Proposals (this "RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Vendors") interested in providing professional cleaning services at the Town Hall and the Police Department, both located at 202 N State Route 89, Chino Valley, AZ 86323 (the "Services"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement included in Section B of this RFP (the "Scope of Work"). In accordance with the Town's Procurement Policy, the Town will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The Town may consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance with the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, are intended to mislead the Town in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one hardcopy original** and **one PDF copy** of the Proposal on a CD-ROM or similar electronic storage device. The PDF copy must be in one electronic file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being deemed non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes, and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11," showing a proposed project schedule or

TOWN OF CHINO VALLEY
FINANCE DEPARTMENT

SECTION A

organizational chart and only having information on one side. A cover, back, table of contents, and tabs may be used and shall not be included in the page count unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of Proposals. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size, and font criteria shall result in the Proposal being deemed non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II below and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required by the Town prior to the submittal deadline.
- (5) Resumes, Licenses, and Certifications (if required for the Services).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal, and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP title, **RFP – Town Hall and Police Department Cleaning Services**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be directed to the following address: Town Clerk, 202 North State Route 89, Chino Valley, Arizona 86323. Proposals must be received in the

**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT**

SECTION A

Town Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail), or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail or hard copy by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title, page and paragraph. However, the Vendor shall not place the RFP title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time. Any Vendor found to be communicating with any member of Town staff about this solicitation shall be prohibited from submitting a Proposal, or if a Proposal is received, such Proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator in writing as described in Subsection 1.4(A) above. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the Town's website at <https://www.chinoaz.net/Bids.aspx>. The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****SECTION A**

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the Town at this conference. The Town may issue a written addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum will result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the Town with respect to this RFP will be posted on the Town's procurement website at <https://www.chinoaz.net/Bids.aspx>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, Vendor shall include in the submission a statement advising the RFP Administrator of this fact and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Town Manager, or authorized designee, makes a written determination. The Town Manager, or authorized designee shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT**

with the Town Finance Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee described below, elected officials, the Town Manager, Department Heads and other Town staff. All inquiries must be addressed to the Town's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of an Agreement related to this Project.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the Town and best meets

TOWN OF CHINO VALLEY
FINANCE DEPARTMENT

SECTION A

the overall needs of the Town, taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the Town shall not be a factor in determining the most advantageous Proposal. After the Town has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

C. Multiple Award. The Town, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the Town with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Policy.

1.13 Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP, the attached Professional Services Agreement, and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town has approved, a Professional Services Agreement between the Town and the Vendor in the form acceptable to the Town Attorney.

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****PART II. PROPOSAL FORMAT; SCORING**

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest-ranked Vendors based on the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards, and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization, including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address, and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT**

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 25 pts.

(1) Provide a detailed description of the Vendor's experience in providing cleaning services to municipalities or other entities of a similar size to the Town.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

C. Key Positions - 20 pts.

(1) Identify each key personnel member that will render services to the Town, including title and relevant experience, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the Town.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT**

(4) Attach a resume and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Resumes should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 30 pts.

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling, and staff.

(2) Describe any alternate approach that would best suit the needs of the Town. Include rationale for any alternate approach, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's representatives.

E. Pricing - 15 pts.

Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(C)(6) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must list the costs for each facility and include all labor and all materials, supplies, equipment, and consumable products (no markup on expenses will be allowed) not supplied by the Town.

Total Possible Points for Proposal:

100

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****PART III. ORAL INTERVIEWS; SCORING**

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP:

200

SECTION A**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT****PART IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

<u>MTO JANITORIAL LLC</u>	<u>42-0839266</u>
VENDOR SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER
<u>Luciela Leyva, Owner</u>	<u>Luciela Leyva</u>
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE
<u>5810 N Prairie Lane</u>	<u>928-772-0004</u>
ADDRESS	TELEPHONE FAX #
<u>Prescott Valley, AZ 86314</u>	<u>August 25, 2023</u>
CITY STATE ZIP	DATE
WEB SITE: <u>www.mtojanitorial.com</u>	E-MAIL ADDRESS: <u>MTOJ@mtojmail.com</u>
ARIZONA CORPORATION COMMISSION FILE NO. <u>L17756001 (established 7/16/2012)</u>	

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

☐ Small Business Enterprise (SBE)
☒ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☒ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? No

If yes, please provide details and documentation of the certification.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MTO JANITORIAL, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of September 12, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and MTO Janitorial, LLC, an Arizona limited liability company (the “Consultant”).

RECITALS

A. The Town issued a Request for Proposals, “RFP – Town Hall and Police Department Cleaning Services” (the “RFP”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking proposals from vendors to provide professional cleaning services at the Town Hall and the Police Department for cleaning services (the “Services”).

B. The Consultant responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

“Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$66,000 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign the specific individuals to the key positions stated in its Proposal. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding

30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town.

Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

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

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

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said

abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

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

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such

termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

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

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will 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, this Agreement will promptly be physically amended to make such insertion or correction.

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

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

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

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

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: MTO Janitorial, LLC
5810 North Prairie Lane
Prescott Valley, AZ 86314
Attn: Luciela Leyva

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy,

must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

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

16.24 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

16.25 Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the

Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]

SECTION B**TOWN OF CHINO VALLEY
FINANCE DEPARTMENT**

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

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Consultant"

MTO Janitorial
a(n) LLC licensed in the State of Arizona

By: Luciela Leyva

Name: Luciela Leyva

Title: Owner

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MTO JANITORIAL, LLC

[Consultant's Proposal]

See following pages.



AUGUST 28, 2023

TOWN OF CHINO VALLEY
RFP – Town Hall and Police Department Cleaning Services

PRESENTED BY:
MTO JANITORIAL LLC
5810 N Prairie Lane Prescott Valley AZ 86314



Why Choose MTO Janitorial over the rest?

We are not your average janitorial company. We have implemented technology and teamwork into the way we do business, not only with our customers but our entire organization. With this technology, we can track, design and reduce labor costs that would usually affect the way your facility is being cleaned. In many cases, we also find the reasons why new prospects are looking for change and, on many occasions, it is because the current company is sacrificing quality for pricing. This is where we make sure we tailor our services to the highest level of service, quality and standards with minimal cost of labor.

Our experience and expertise in the cleaning industry allows us to use current and past contracts in order to determine the best solution for your cleaning needs by sticking to a strategic cleaning plan and removing unnecessary practices that will slow our team down or reduce quality. Our current customers are our proven formulas that work with what we have done.

Our hiring process is a great example of what separates us from the rest. Each one of team members is fully screened with multiple interviews, background and drug screening.

We also have the Maid to Order Group cleaning academy, where we evaluate new team members, and determine placement and guidance for more efficient teams. Training is an important part of the process, and we take pride in ensuring that when our cleaning specialist is at your facility, they are there to provide top-quality results!

Please accept the following proposal for cleaning as outlined in ***RFP – Town Hall and Police Department Cleaning Services***. We hope you make the best decision for your business.

Thank you for your consideration.

A handwritten signature in black ink that reads "Luciel Leyva". The script is fluid and cursive.

Luciel Leyva, Owner

MTO Janitorial LLC



ORGANIZATION

MTO Janitorial LLC is a Single Member LLC formed in the State of Arizona on July 16, 2012.

Authorized member: Luciel Leyva

Primary Location:

5810 N Prairie Lane

Prescott Valley, AZ 86314

Description:

MTO Janitorial LLC has been providing cleaning services for commercial buildings and new construction since 2012. During this time our customers have included a wide range of businesses from the local chamber of commerce in both Prescott and Prescott Valley to the VA Medical Center in Prescott, a number of local schools, real estate offices, medical offices and non-profit organizations.

ADMINISTRATIVE PERSONNEL:

Owner:

Luciel Leyva

MTOJ@mtojmail.com

Office Manager:

April Chavez

928-899-8518 Ex 1004

April@pmtoaz.com

With MTOJ since inception

Project Manager/Inspector:

Iliana Flores

CustomerCare@pmtoaz.com

928-899-8518 Ex 1001

8/1/2018 to Present

Customer Service and Scheduling:

Emily Chenoweth

Emily@mtojmail.com

928-899-8518 Ex 1001

8/1/2023 to Present

Accounting:

PJ Johnston

Pj@pmtoaz.com

928-899-8518 Ex 1020

3/2018 to Present



REFERENCES:

Town of Chino Valley

Contact: M Easton
measton@chinoaz.net
Police Department
Chino Valley, AZ
Facility Cleaning
June, 2020 to Present

Town of Chino Valley

Contact: M Easton
measton@chinoaz.net
Pro-Force LE Tactical Range
Chino Valley, AZ
Facility Cleaning
June, 2020 to Present

Yavapai County

Contractor: Hensel Phelps
Contact: Aaron Fiore
480-904-4426, afiore@henselphelps.com
Yavapai County Criminal Justice Center
Prescott, AZ
Construction and Facility Cleaning
September, 2022 to July 31, 2023

Drake Cement

Contact: Karen Otis
928-636-6004, kotis@DrakeUS.com
Paulden, AZ
Daily Facility Cleaning
July, 2017 to Present



SCOPE OF WORK

Police Department Scope of Work – 16,022 sq. ft.

Mon-Fri – vacuum and mop floors; wipe down and disinfect phones, printers, desks, and chairs; empty all waste receptacles and replace bags if applicable; disinfect exterior of waste receptacles; refill paper towels, toilet paper and soap dispensers; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; clean front lobby glass doors; clean interior accessible office windows as needed; spot clean doors; dust all décor on a rotational basis; dust vents; dust and wipe down blinds; and dust high for cobwebs.

Saturday – clean and disinfect bathrooms and toilets; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; refill paper towels, toilet paper and soap dispensers; and empty all waste receptacles and replace bags if applicable.

1st Floor Layout

- 2 lobby bathrooms
- Floor lobby area
- Break room and appliances
- Gym equipment
- Police officer room
- Sgt's room
- Men's locker room
 - locker/changing area
 - 3 showers
 - 2 stalls
 - 2 urinals
- Women's locker room
 - locker/changing area
 - 2 showers
 - 3 stalls
- Records Dept.
- Quartermaster room
- C.O.P room
- Interview rooms
- Gym floor

- Hallways
- Stairways
- Holding cells
- Evidence Rooms

2nd Floor Layout

- Lobby
- Hallways
- Elevator
- Training room/kitchen
- Detectives room
- 4 admin offices
- Conference room
- Interview room
- Storage closet
- Break room/printer room
- Women's restroom
 - 3 stalls
- Men's restroom
 - 1 stall
 - 2 urinals



Town Hall Scope of Work – 5,256 sq. ft.

Mon, Wed, Thurs, Fri (1.5 hours) – clean and disinfect bathrooms and toilets; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; clean front lobby glass door; refill paper towels, toilet paper and soap dispensers; and empty all waste receptacles and replace bags if applicable.

Tuesday (1.5 hours) – everything above + vacuum and mop floors and clean and disinfect kitchen area.

Saturday (4.0 hours) – deep clean the entire building; vacuum and mop floors; wipe down and disinfect phones, printers, desks, and chairs; empty all waste receptacles and replace bags if applicable; disinfect exterior of waste receptacles; refill paper towels, toilet paper and soap dispensers; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; spot clean doors; clean interior accessible office windows as needed; dust all décor on a rotational basis; dust vents; dust and wipe down blinds; and dust high for cobwebs.



GENERAL POLICIES

SERVICE SCHEDULE	Cleaning services will be scheduled for the frequency as shown in the cleaning contract.
PRICING AND TERMS	The amount quoted for cleaning services will be invoiced on a monthly basis at the beginning of the month following the services with terms of Net 15.
CLEANING SPECIFICATIONS	All cleaning tasks will be done as agreed to in the Scope of Work. If at any time you wish to revise the Scope of Work, please contact MTO Janitorial LLC at 928-772-0004 or MTOJ@mtojmail.com
SUPPLIES & EQUIPMENT	Cleaning supplies are provided as detailed in the cleaning contract.
PROOF OF INSURANCE COVERAGE	MTO JANITORIAL, LLC will provide a Certificate of Insurance upon request.
PERSONNEL	MTO Janitorial, LLC ensures that screened and trained personnel will be assigned. During cleaning hours MTO Janitorial LLC will be responsible for the security of all empty cleaning locations.



WHAT WE EXPECT FROM OUR PERSONNEL

POLICIES & PROCEDURES	MTO Janitorial, LLC has a complete list of Policies & Procedures that each team member is required to understand and sign during hiring. The policies include instructions about empty facilities, Alarm Systems, Personal or Business Files, Uniform, Cell Phone Usage during work hours, Inspections, etc. These can be made available to you upon request.
CODE OF ETHICS	We have a no-smoking policy, no cell phone use while working and ONLY members of our team are allowed on the premises.
PRIVACY	Our team members will not open any file cabinet, envelopes or any paperwork that is out on desks, nor go into any areas that are not covered in the scope of work. In addition, they will not touch any computer that may have been left on.
UNIFORMS	All our team members are required to wear uniforms. If you observe any of our team members out of uniform, please let us know for your safety and ours.
INSPECTIONS	Inspections will be performed by MTO Janitorial personnel on a scheduled basis.
CLEANING SECURITY (If applicable)	MTO Janitorial, LLC team members will only be cleaning in the public access areas of the building, and will not have keys to any suites, offices or restricted areas. Our team members are instructed to keep all facility doors closed and locked while cleaning. We ask that your facility be locked before our arrival, to ensure safety, and to be clear about who is responsible for keeping the facility locked during cleaning hours. We will always lock all facility doors when we leave, even if there is someone from your company on the premises.



WHAT WE ASK OF YOU, AS OUR PARTNER

AGREEMENT/CONTRACT	To begin services the cleaning contract must be signed and returned to MTO Janitorial LLC at MTOJ@mtojmail.com
TIMELY PAYMENT	Invoices will be sent monthly, on the first week of the month for the previous month's cleaning, and the terms of payment are Net 15.
NON PAYMENT	Services are subject to suspension for invoices outstanding for over 60 days.
PRICING	Because of changing economic situations, all contracts are subject to an annual review of services and pricing.
EMPTY FACILITIES/ (DOES NOT APPLY FOR DAY PORTERS)	Your business facility must be empty (<i>without employees</i>) for us to clean properly. If someone will be using your facility on a scheduled cleaning night, please call us in advance so we can reschedule with you or accommodate the late activity. We must have 24 hours notice to allow for rescheduling.
ALARM SYSTEM	Alarm systems must be "ON" when we arrive at your facility to clean. If the system is not functioning, please let us know in advance. This is for the safety of our crew, and to protect your space. We require a map of alarmed areas, and the emergency code should the alarm company call our crew while we are in the building. This also requires us to have a designated "password".
EMERGENCY CONTACTS	As part of our new customer information, we require an "after work hours" contact list which must include complete names and cell phone numbers.
CUSTOM CLEANING OR SPECIAL EVENTS AT YOUR FACILITY	All specifics on cleaning are to be made prior to the signing of the contract. If changes are to be made after the agreement is signed, the cleaning fee may be subject to change. Any Special events at the facility will be billed based on additional labor required if we must clean outside of our current contractual scope of work due to the event
SATISFACTION GUARANTEED	Please contact us within 24 hours if quality is not up to your standards so we can address your concerns to improve the quality of the cleaning. Please call 928-772-0004 with any quality concerns.



CLEANING CANCELLATION OR POSTPONEMENT	We require 48 hours' notice if you need to postpone or skip a cleaning. A fee may be charged if the cancellation is made less than 48 hours in advance. (Except for an emergency, of course).
DESIGNATED PARKING SPOTS	Please assign us specific parking spaces for efficiency and to guarantee accessibility to your premises.
TRASH REMOVAL	If there is a dumpster, and you have a specific key for it, we must have access to it every cleaning. All trash in trash receptacles will be disposed of in the recycle bin or the dumpster. If you don't want us to do this, please let us know in advance. We do not take any trash away from the facility. It must be disposed of on your property.
SUPPLIES	Trash bags and consumables are to be provided by the customer. The customer must maintain an inventory at all times to ensure our cleaning personnel can complete their required tasks.
PRIVACY	Any desk or workspace that has paperwork, documents, etc. on the work surface to ensure the privacy of your company.
QUALITY ASSURANCE	All inspections and visits are to be expected on a regular basis during the time of the cleaning, as well as during business hours, as permitted by your management.
COMMUNICATION	All communication with MTO Janitorial LLC team members must be done through the main office. Clients may not offer employment, direct or indirect, to any of our team members.
KEYS	It is the customer's responsibility to make sure MTO Janitorial has current keys to allow access for cleaning, as appropriate. If a key is changed, please notify us immediately so that we can pick up the new key so it is available for your next scheduled cleaning.
HOLIDAYS/CLOSURES	Please inform us at least 72 hours ahead of time of any dates when your facility will be closed and you do not want cleaning, such as holidays, plant shutdowns, remodeling, etc.
TERMINATION OF CLEANING	The customer is required to give 30 days written notice to cancel cleaning services. If the estimate was annualized, an early termination proration may be applied to the final invoice.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MTO JANITORIAL, LLC

[Scope of Work]

See following pages.

SCOPE OF WORK

RFP – TOWN HALL AND POLICE DEPARTMENT CLEANING SERVICES

Hours

Weekly Total (Mon-Sat): 33

Daily: 5.5

Weekdays (Mon-Fri): Police Department – 4.0; Town Hall – 1.5

Weekend (Sat): Police Department – 1.5; Town Hall – 4.0

Police Department Scope of Work – 16,022 sq. ft.

Mon-Fri (4.0 hours) – vacuum and mop floors; wipe down and disinfect phones, printers, desks, and chairs; empty all waste receptacles and replace bags if applicable; disinfect exterior of waste receptacles; refill paper towels and soap dispensers; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; spot clean doors; dust all décor on a rotational basis; dust vents; dust and wipe down blinds; and dust high for cobwebs.

Saturday (1.5 hours) – clean and disinfect bathrooms and toilets; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; refill paper towels and soap dispensers; and empty all waste receptacles and replace bags if applicable.

1st Floor Layout

- 2 lobby bathrooms
- Floor lobby area
- Break room and appliances
- Gym equipment
- Police officer room
- Sgt's room
- Men's locker room
 - locker/changing area
 - 3 showers
 - 2 stalls
 - 2 urinals
- Women's locker room
 - locker/changing area
 - 2 showers
 - 3stalls
- Records Dept.
- Quartermaster room
- C.O.P room
- Interview rooms
- Gym floor

- Hallways
- Stairways
- Holding cells
- Evidence Rooms

2nd Floor Layout

- Lobby
- Hallways
- Elevator
- Training room/kitchen
- Detectives room
- 4 admin offices
- Conference room
- Interview room
- Storage closet
- Break room/printer room
- Women's restroom
 - 3 stalls
- Men's restroom
 - 1 stall
 - 2 urinals

Town Hall Scope of Work – 5,256 sq. ft.

Mon, Wed, Thurs, Fri (1.5 hours) – clean and disinfect bathrooms and toilets; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; refill paper towels and soap dispensers; and empty all waste receptacles and replace bags if applicable.

Tuesday (1.5 hours) – everything above + vacuum and mop floors and clean and disinfect kitchen area.

Saturday (4.0 hours) – deep clean the entire building; vacuum and mop floors; wipe down and disinfect phones, printers, desks, and chairs; empty all waste receptacles and replace bags if applicable; disinfect exterior of waste receptacles; refill paper towels and soap dispensers; clean and polish metal dispensers, fixtures, and mirrors; damp wipe all door handles and light switches; spot clean doors; dust all décor on a rotational basis; dust vents; dust and wipe down blinds; and dust high for cobwebs.

Supplies, Materials, and Consumable Products

The Consultant will supply, but is not limited to using, vacuums, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, and porcelain ware cleaner.

The Consultant shall not use any supplies or materials that the Town's representative determines are unsuitable for the purpose intended or offensive or harmful to any part of the facilities, their contents, equipment, employees, or patrons.

The Town will provide chemical cleaning supplies.

The Town will provide consumable products, including, but not limited to, trash bags, hand towels, toilet paper, seat covers, urinal mats, and hand soap; however, the Consultant shall maintain an inventory of consumable products and provide a weekly list to the Town Representative of those products that need to be ordered to keep stock at an acceptable level.

Project Manager

The Consultant shall assign a project manager who will be responsible for the proper performance of the Services and who will be the Town's contact person for the duration of the Agreement.

The project manager must have a minimum of two years of current experience managing janitorial services comparable in size to this Scope of Work.

The project manager shall establish a routine for communications with the Town's representative to promptly respond to any concerns or problems that may arise.

The project manager shall perform a monthly inspection of the facilities and provide a written report to the Town's representative after each inspection. A copy of any report containing unsatisfactory conditions shall also be provided to the proper crew supervisor for immediate

resolution. The Town's representative may choose to inspect the facilities with the project manager.

Consultant's Personnel

The Consultant shall provide trustworthy, reliable personnel trained in proper cleaning and janitorial methods to satisfactorily maintain the facilities.

Experienced supervisors shall ensure personnel arrive at assigned posts on time, perform their duties throughout their shifts, and provide backup assistance if needed. The Consultant shall make a good-faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a staff change is to occur, the Consultant shall notify the Town's representative in writing before the change or as quickly as possible thereafter.

Personnel must not have been convicted of any crime.

Personnel must pass a criminal background check that will be performed by Chino Valley Police Department.

Personnel must understand written and oral rules and regulations and apply them tactfully and non-confrontationally.

Personnel must carry Town-issued identification and access the facilities following the Town's sign-in/out procedures.

Personnel must wear uniforms, be well-groomed, and present a professional appearance. Hats are not permitted inside buildings.

Personnel shall conduct themselves respectably and courteously.

Personnel may use tobacco products only in designated smoking areas.

Personnel must adhere to the Town's Drug and Alcohol Policy.

Personnel are not permitted to play loud music, make unnecessary loud noise, or use inappropriate language.

Personnel may not carry firearms.

The Consultant shall provide hazardous chemical communication training to all personnel and provide proof of training to the Town's representative.

The Consultant's personnel are responsible for safeguarding all equipment, materials, and supplies while on Town property. The Town will not assume any responsibility for vandalism.

The Town will be the sole judge of the efficiency and acceptability of each employee's performance. Upon request by the Town's representative, the Consultant shall promptly remove and replace an employee.

Security

Propping open doors and entryways is prohibited; security must not be breached.

Keys or access cards to various facilities will be given to the Consultant. All costs incurred by the Town in reinstating facility security due to the Consultant or its employees' loss of facility keys/access cards will be charged to the Consultant.

Upon completion of Services each day, the Consultant must secure all entries to offices and buildings before departure.

The Consultant shall ensure that only its personnel properly identified and listed with the Town's representative are permitted on the premises during the performance of Services.

The Consultant will be held strictly accountable for damages or security breaches caused by its employees.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MTO JANITORIAL, LLC

[Fee Proposal]

See following page.



PROPOSAL

Service Schedule:

Weekdays (Monday – Friday): Police Department and Town Hall

Weekends (Saturday): Police Department and Town Hall

The amount quoted for the proposal as defined by the Scope of Work that follows:

Monthly Service Rate: \$5,500

General Policy and Procedures follow

Respectfully Submitted

X Luciela Leyva

Luciela Leyva

Owner



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

5. b.

Meeting Date: 09/12/2023
Contact Person: Terri Denemy, Assistant to the Town Manager
Department: Town Manager
Estimated length of staff presentation: None
Physical location of item: NA

AGENDA ITEM TITLE:

Consideration and possible action to approve a Second amendment to the Professional Services Agreement with EHS Support, LLC, to provide a physical availability determination (PAD) for the Wine Glass Ranch in the Big Chino Sub-basin, to increase the total amount by \$10,000 and extend the contract term from September 30, 2023, to March 30, 2024.

RECOMMENDED ACTION:

Approve the Second amendment to the Professional Services Agreement with EHS Support, LLC, to provide a physical availability determination (PAD) for the Wine Glass Ranch in the Big Chino Sub-basin, increasing the total compensation by \$10,000 and extending the contract term from September 30, 2023, to March 30, 2024.

SITUATION AND ANALYSIS:

The Town and The Nature Conservancy (TNC) executed an agreement on January 12, 2021, to 50/50 cost share the proposed work by EHS Support to utilize the Northern Arizona Regional Groundwater Flow Model (NARGFM) for the Town's Physical Availability Determination (PAD) permit application for the Wine Glass Ranch. EHS and the Town also approved a professional services agreement on January 12, 2021, for professional services to complete the proposed work in an amount not to exceed \$153,883. The Town's portion of expenses for the proposed work is \$78,883. Due to the fact the Town is the first to utilize this model for an assured water supply permit application and the complexities of the model, there have been some required adjustments to the modeling work imposed by the Arizona Department of Water Resources (ADWR). A first amendment to the EHS professional services agreement was approved by the Council on April 11, 2023, in the amount of \$10,000. ADWR recently issued to the Town a deficiency letter and a meeting was called to meet and confer to determine solutions for the NARGFM modeling. The Town, EHS, and ADWR have agreed upon three remaining items and when completed and incorporated into the updated model, ADWR will then approve the permit. EHS has indicated the total amount of additional funding to complete what ADWR is requiring the Town to complete is \$10,000. Therefore, an additional amount of \$10,000 will be required to complete the work for the Wine Glass Ranch PAD and meet the deliverable requirement of an ADWR approved NARGFM model to TNC. Lastly, with the 50/50 cost share with TNC and the prior approved and proposed amendment for additional funding, the Town has still saved substantially through the partnership with TNC.

Fiscal Impact

Fiscal Impact?: YES

If Yes, Budget Code: 05-90-5543

Available: 10,000

Funding Source:

Attachments

Second Amendment to EHS Support PSA re: Wine Glass Ranch

**SECOND AMENDMENT
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EHS SUPPORT, LLC**

THIS SECOND AMENDMENT to the Professional Services Agreement dated January 12, 2021 (this “Second Amendment”), is entered into as of _____, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and EHS Support, LLC, a Pennsylvania limited liability company (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated January 12, 2021, for the Consultant to analyze assured and adequate water supplies and apply for a related permit from the Arizona Department of Water Resources (the “Initial Agreement”).

B. The Town and the Consultant amended the Initial Agreement for the first time on April 11, 2023, to increase compensation and extend the term (collectively, the Initial Agreement and the prior amendment are the “Agreement”).

C. The Town and the Consultant desire to enter into this Second Amendment to revise certain terms and conditions of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Incorporation of Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

2. Modification of Term. Section 1 of the Agreement is hereby amended as follows (deletions in ~~strikethrough~~ and additions in **bold**):

Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until ~~September 30, 2023,~~ **March 30, 2024**, unless terminated as otherwise provided in this Agreement.

3. Modification of Compensation. Section 3 of the Agreement is hereby amended as follows (deletions in ~~strikethrough~~ and additions in **bold**):

Compensation. The Town shall pay Consultant an amount not to exceed ~~\$163,883~~ **\$173,883** for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.

4. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default and has not been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

EHS SUPPORT, LLC,
a Pennsylvania limited liability company

By:_____

Name:_____

Title:_____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting 2023

6. a.

Meeting Date: 09/12/2023
Contact Person: Erin Deskins, Town Clerk
Department: Town Clerk
Estimated length of staff presentation: 5 minutes
Physical location of item: 314 Business Park Drive

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action regarding an application from Agent Anita Martinez, Family Dollar, LLC, Store #24151 (Beer and Wine Store), for a new Series 10 Liquor License located at 314 Business Park Drive, Chino Valley, AZ 86323.

RECOMMENDED ACTION:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 10 Liquor License for Family Dollar, Store #24151.

SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. The local governing body may also vote to make no recommendation should they prefer that approval or denial be up to the State. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council may recommend that the State Liquor Board grant or deny the license, or vote to make no recommendation.

Anita Martinez has applied with the State for a new Series 10 (Beer and Wine Store) Liquor License. This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet sale of liquor is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The Police, Fire, and Planning Departments reviewed the application and offered no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Family Dollar Liquor License Application

Acceptable Reasons to Protest

Guidelines for Granting License

State of Arizona
Department of Liquor Licenses and Control

Created 07/28/2023 @ 02:12:44 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	FAMILY DOLLAR #24151		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	314 BUSINESS PARK DRIVE CHINO VALLEY, AZ 86323 USA		
Mailing Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA		
Phone:	[REDACTED]		
Alt. Phone:			
Email:	AB-LICENSING@DOLLARTREE.COM		

AGENT

Name:	ANITA MARTINEZ
Gender:	Female
Correspondence Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	AB-LICENSING@DOLLARTREE.COM

OWNER

Name:	FAMILY DOLLAR, LLC		
Contact Name:	ANITA MARTINEZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23489731	State of Incorporation:	NC
Incorporation Date:	02/27/2023		
Correspondence Address:	500 VOLVO PARKWAY ATTN: 8TH FLOOR ALCOHOL / TOBACCO TEAM CHESAPEAKE, VA 23320 USA		
Phone:	[REDACTED]		
Alt. Phone:			
Email:	AB-LICENSING@DOLLARTREE.COM		

Officers / Stockholders

Name:	Title:	% Interest:
FAMILY DOLLAR STORE HOLDINGS LLC	MEMBER	100.00
HARRY RASHAD SPENCER	ASST SECRETARY	
PETER ALLEN BARNETT	PRESIDENT	
ROGER WAYNE DEAN	VP	

FAMILY DOLLAR STORES INC - Shareholder

Name: DOLLAR TREE INC
 Contact Name: BRENDA E SALLARD
 Type: CORPORATION
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 500 VOLVO PARKWAY
 CHESAPEAKE, VA 23320
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: AB-LICENSING@DOLLARTREE.COM

FAMILY DOLLAR, LLC - ASST SECRETARY
FAMILY DOLLAR STORES INC - ASST
SECRETARY
FAMILY DOLLAR STORE HOLDINGS LLC - ASST
SECRETARY

Name: HARRY RASHAD SPENCER
 Gender: Male
 Correspondence Address: 500 VOLVO PARKWAY
 CHESAPEAKE, VA 23320
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: AB-LICENSING@DOLLARTREE.COM

FAMILY DOLLAR STORE HOLDINGS LLC -
Shareholder

Name: FAMILY DOLLAR STORES INC
 Contact Name: VARIOUS AGENTS
 Type: CORPORATION
 AZ CC File Number: F08710462 State of Incorporation: NC
 Incorporation Date: 04/01/1999
 Correspondence Address: 500 VOLVO PARKWAY
 CHESAPEAKE, VA 23320
 USA
 Phone: [REDACTED]
 Alt. Phone:
 Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR, LLC - VP
FAMILY DOLLAR STORE HOLDINGS LLC - VP
FAMILY DOLLAR STORES INC - VP**

Name: ROGER WAYNE DEAN
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: [REDACTED]
Alt. Phone:
Email: AB-LICENSING@DOLLARTREE.COM

**FAMILY DOLLAR, LLC - PRESIDENT
FAMILY DOLLAR STORES INC - PRESIDENT
FAMILY DOLLAR STORE HOLDINGS LLC -
PRESIDENT**

Name: PETER ALLEN BARNETT
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

FAMILY DOLLAR, LLC - MEMBER

Name: FAMILY DOLLAR STORE HOLDINGS LLC
Contact Name: VARIOUS AGENTS
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: [REDACTED]
Alt. Phone:
Email: AB-LICENSING@DOLLARTREE.COM

APPLICATION INFORMATION

Application Number: 249461
Application Type: New Application
Created Date: 06/22/2023

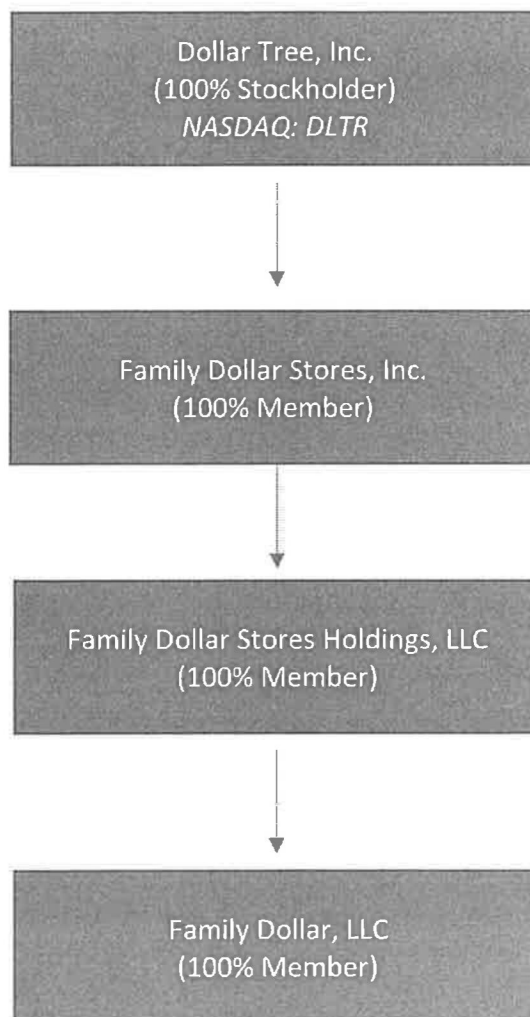
DB

QUESTIONS & ANSWERS

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
508 FT THE CHURCH OF JESUS CHRIST OF LATTERN-DAY SAINTS 441 W
PERKINSVILLE RD, CHINO VALLEY, AZ 863223
2,536 ft TERRITORIAL EARLY CHILDHOOD CENTER 1088 E MAHAN LN, CHINO
VALLEY AZ 86323
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
ATTACHED - TENANTS DEFAULT PDF
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
NONE
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	CITIZENSHIP.pdf	06/22/2023
QUESTIONNAIRE	Agent Questionnaire.pdf	06/22/2023
QUESTIONNAIRE	Officers signed questionnaires.pdf	06/22/2023
ALIEN STATUS	DM Driver's License [REDACTED]	06/22/2023
MISCELLANEOUS	Anita Martinez Signed Basic .pdf	06/22/2023
MISCELLANEOUS	Anita Martinez Signed Management.pdf	06/22/2023
ORGANIZATIONAL DOCUMENTS	Family Dollar, LLC Certificate of Registration 02.27.23- AZ.pdf	06/22/2023
ORGANIZATIONAL DOCUMENTS	Family Dollar, LLC Foreign Registration Statement 02.14.23- AZ.pdf	06/22/2023
ORGANIZATIONAL DOCUMENTS	Arizona Flowchart.pdf	06/22/2023
DIAGRAM/FLOOR PLAN	24151 AZ Floor plan.pdf	06/22/2023
MISCELLANEOUS	24151 AZ Lease 1 (1).pdf	06/22/2023
MISCELLANEOUS	24151 AZ Amendment 2.pdf	06/22/2023



Family Dollar Inc. Flowchart

Dollar Tree, Inc.

(100% Stockholder)

NASDAQ: DLTR



Family Dollar Stores, Inc.

(100% Stockholder)

Controlling Officers:

President: Peter Barnett

Vice President & Treasurer: Roger Dean

Assistant Secretary: Harry Spencer



Family Dollar Stores Holdings, LLC

(100% Stockholder)

Controlling Officers:

President: Peter Barnett

Vice President & Treasurer: Roger Dean

Assistant Secretary: Harry Spencer



Family Dollar, Inc.

(100% Stockholder)

Controlling Officers:

President: Peter Barnett

Vice President & Treasurer: Roger Dean

Assistant Secretary: Harry Spencer

CSR:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:	249461
Date Accepted:	6-22-23
CSR:	DB

License Number:

Current
12-17-21

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Martinez Anita Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Flagstaff, AZ USA Height: 5'2" Weight: 240 Eyes: Brown Hair: Black
City State COUNTRY

5. Name of current/most recent spouse: Nunez Martinez Enrique Alejandro Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 1984

7. Daytime telephone number: [REDACTED] Email address: ab-licensing@dollartree.com

8. Premises Name: Family Dollar, LLC #24151 Business Phone: 928/227/9746 (DB)

9. Premises Address: 314 Business Park Dr. Chino Valley AZ Yavapai 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2019	CURRENT	District Manager	Family Dollar - 500 Volvo Parkway, Chesapeake, VA 23320
07/13	09/19	Subway	5060 North Highway 89 Flagstaff, Arizona 86004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

FROM Month/Year	To Month/Year	Street	City	State	Zip
09/16	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? If yes, attach certificate(s) Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Anita Martinez hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Anita Martinez

Date: 6-8-23



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) _____

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If Yes, indicate place of birth:

City Flagstaff State (or equivalent) Arizona Country or Territory United States

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: _____
 Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Anita Martinez
Individual Owner/Agent Printed Name

Anita Martin
Individual Owner/Agent Signature

10-26-21
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

Arizona DRIVER LICENSE USA

9 CLASS D
 9a END NONE
 12 REST NONE

4d DLN [REDACTED]
 a DOB [REDACTED]

1 MARTINEZ
 2 ANITA
 8 [REDACTED]

4b EXP 03/11/2027 4c ISS 03/11/2019

15 SEX F 16 EYES BRO
 15 HGT 5'-02" 16 HAIR BLK
 17 WGT 240 lb

DONOR ♥ [REDACTED]

5 DD 1100C3987M1259A4

Anita Martinez



Certificate # 5691771

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

☐ On-sale
☐ Off-sale
☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the back of this Certificate. Licensees sometimes require BASIC Title 4 training a condition of employment.
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Anita Martinez

Full Name (please print)

Signature

4-12-22

Training Completion Date

04/12/2025

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Health Communications, Inc.

Company Name

1501 Wilson Boulevard Ste. 500, Arlington VA 22209

Mailing Address
(800) 438-8477

Daytime Contact Phone Number

I, Nicole Blossé, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Nicole M. Blossé

Instructor Signature

4 / 12 / 2022

Mo Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # 5591328

Certificate of Completion For Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Nevada Department of Liquor Control. Certificates are completed by a State-approved training provider and when issued, the Certificate is signed by the provider (or agent).
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor Control and satisfactory completion of State-approved BASIC Title 4 training must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.
A replacement Certificate of Completion for Title 4 training will be available through the training provider for two years after the training completion date.

Student Information

Anita Martinez

Name (please print)

Signature

11-8-22

Training Completion Date

7912

11/08/2024

Certificate Expiration Date
(Three years from completion date)

Training Provider Information

Health Communications, Inc.

Company Name

1501 Wilson Boulevard Ste. 500, Arlington VA 22209

Mailing Address

(800) 438-6477

Daytime Contact Phone Number

Nicole Blossé

Instructor Name (please print)

certify that the above named individual did successfully complete

Basic Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Nicole M. Blossé

Instructor Signature

11 / 8 / 2021

Mo. Day Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensee, agent and manager actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 6)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 4)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel with restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

LC:

Amount:

'23 JUN 21 11:47 AM 4:24



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:

249461

Date Accepted:

6-22-23

CSR:

DB

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: Spencer Harry Rashad Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: VA

4. Place of birth: Chicago IL USA Height: 6'1" Weight: 220 Eyes: Brown Hair: Brown
City State COUNTRY

5. Name of current/most recent spouse: Spencer Janeine Berryman Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [REDACTED] Email address: ab-licensing@dollartree.com DB

8. Premises Name: Family Dollar, LLC # 24151 Business Phone: 928 / 227 / 9746

9. Premises Address: 314 Business Park Dr. Chino Valley AZ Yavapai 86323
Street (do not use PO Box) City State County Zip

10. Provide your employment history for the last five (5) years. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Include Street, City, State & Zip)
06/21	CURRENT	Assistant Secretary	Delaware State University, Newark, Delaware, VA 23120
1/2019	7/2021	Director	Amazon, 4100 Leary Ave N, Seattle, WA 98109
1/2014	1/2019	Director	Mars Chocolate, 500 High St, Hackettstown, NJ 07840

11. Provide your residence address information for the last five (5) years. A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	Street	City	State	Zip
1/2019	CURRENT				
1/2016	1/2019				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO skip to #14. Yes ☐ No ☒
13. Have you attended a DLEC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210. Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202. Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D). Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Harry Spencer hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____

Date: _____

7-27-23

22 APR 4 11:11 AM Lic. #1002

EXHIBIT A - Harry Spencer

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D).

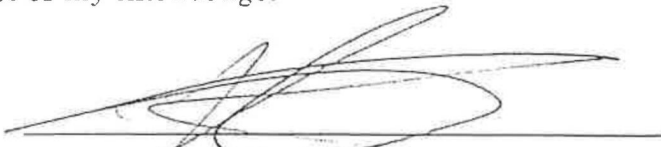
Answer: Yes. See below chart for details.

Citation Date	Agency	Licensed Entity	Disposition	Suspension Dates	Reinstatement Date
12/30/2019	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	1/8/2020 – 1/15/2020	1/16/2020
2/22/2020	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	12/16/2020 – 12/23/2020	12/24/2020
3/4/2020	Virginia Alcoholic Beverage Control Authority	Family Dollar Stores of Virginia, Inc.	License Suspension – 25 Days	5/14/2020 – 6/7/2020	6/8/2020
6/4/2021	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	9/8/2021 – 9/15/2021	9/16/2021

22 APR 4 11:47 AM 1002

To Whom It May Concern:

I, Harry Spencer, Assistant Secretary of Family Dollar, Inc., provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.



By: Harry Spencer
As: Assistant Secretary, Family Dollar Inc.

LC:

Amount:

'23 JUN 21 14:11, Lic. # 4 24



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLLC USE ONLY

Job #:	249461
Date Accepted:	6-22-23
CSR:	DB

FP Current
12-17-2021

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: Barnett Peter Allan Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: VA

4. Place of birth: Chicago Illinois USA Height: 6' Weight: 225 Eyes: Hazel Hair: Grey
City State COUNTRY

5. Name of current/most recent spouse: Barnett Yvonne Izan Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [REDACTED] Email address: ab-licensing@dollartree.com DB

8. Premises Name: Family Dollar, LLC #24151 Business Phone: 928/227/9746

9. Premises Address: 314 Business Park Dr. Chino Valley AZ Yavapai 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/13	CURRENT	President	Dollar Tree/Family Dollar 500 Volvo Parkway, Chesapeake, VA 23320

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
05/19	CURRENT				
08/18	05/19				
10/13	08/18				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202.4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Peter A Barnett hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge

Signature: P. A. Barnett Date: 7-27-23

22 APR 4 197, L.C. AM1002

EXHIBIT A - Peter Barnett

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D).

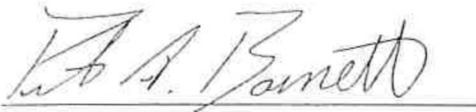
Answer: Yes. See below chart for details.

Citation Date	Agency	Licensed Entity	Disposition	Suspension Dates	Reinstatement Date
12/30/2019	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	1/8/2020 – 1/15/2020	1/16/2020
2/22/2020	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	12/16/2020 – 12/23/2020	12/24/2020
3/4/2020	Virginia Alcoholic Beverage Control Authority	Family Dollar Stores of Virginia, Inc.	License Suspension – 25 Days	5/14/2020 – 6/7/2020	6/8/2020
6/4/2021	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	9/8/2021 – 9/15/2021	9/16/2021

'22 APR 4 Ltr. Lic. #M1002

To Whom It May Concern:

I, Peter Barnett, President of Family Dollar Stores, Inc., provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.

A handwritten signature in cursive script, reading "Peter A. Barnett", written over a horizontal line.

By: Peter Barnett

As: President, Family Dollar Stores, Inc.

LC:
Amount:

23 JUN 21 14:11:24



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

DLIC USE ONLY

Job #:	249461
Date Accepted:	6-22-23
CSR:	DB

FP current
12-17-2021

License Number:

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: Dean Roger Wayne Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: VA

4. Place of birth: Roanoke VA USA Height: 5'9" Weight: 150 Eyes: Hazel Hair: Brown
City State COUNTRY

5. Name of current/most recent spouse: Dean Deanna Kathleen Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____

7. Daytime telephone number: [REDACTED] Email address: ab-licensing@dollartree.com

8. Premises Name: Family Dollar, LLC #24151 Business Phone: 928/227/9746

9. Premises Address: 314 Business Park Dr. Chino Valley AZ Yavapai 86323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/99	CURRENT	VP - Treasurer	Dollar Tree/Family Dollar
			500 Volvo Parkway, Chesapeake, VA 23320

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
05/12	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☒ No ☐

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Roger Dean hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____

Date: 6/7/23

'22 APR 4 14. Lic. #1002

EXHIBIT A - Roger Dean

Question 18: Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S.§4-202(D).

Answer: Yes. See below chart for details.

Citation Date	Agency	Licensed Entity	Disposition	Suspension Dates	Reinstatement Date
12/30/2019	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	1/8/2020 – 1/15/2020	1/16/2020
2/22/2020	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	12/16/2020 – 12/23/2020	12/24/2020
3/4/2020	Virginia Alcoholic Beverage Control Authority	Family Dollar Stores of Virginia, Inc.	License Suspension – 25 Days	5/14/2020 – 6/7/2020	6/8/2020
6/4/2021	Texas Alcoholic Beverage Control	Family Dollar Stores of Texas, LLC	License Suspension – 8 Days	9/8/2021 – 9/15/2021	9/16/2021

To Whom It May Concern:

I, Roger Dean, Vice President and Treasurer of Family Dollar, LLC, provide this signed statement in support of its application for liquor license. I am the Controlling Person who completed the Questionnaire to be submitted with the application. The attached Exhibit A provides the details concerning my "Yes" answer to Question 18. This statement and the attached Exhibit A are true, correct, and complete, to the best of my knowledge.

A handwritten signature in dark ink, appearing to read 'R. Dean', is written over a horizontal line.

By: Roger Dean

As: Vice President and Treasurer, Family Dollar, LLC

separate claims based on their respective interests even if a single award for all damages is given by the public authority.

17. TENANT'S DEFAULT.

a. The occurrence of any one or more of the following (after expiration of any applicable notice and cure period) will, at the sole option of Landlord, constitute an "Event of Default" under this Lease:

(i) A failure by Tenant to pay any Basic Rent when due; provided, however, for up to two (2) times during a Lease Year, if any payment of Basic Rent is not received when due, Landlord will notify Tenant in writing (a "Basic Rent Late Notice"), and Tenant will have ten (10) calendar days from the date of receipt of the Basic Rent Late Notice to make full payment of the Basic Rent. If any Basic Rent is not received when due after Landlord has delivered to Tenant the applicable Basic Rent Late Notices as hereinabove required, or if Tenant fails to pay any Basic Rent within the required time period after receipt of the applicable Basic Rent Late Notice, then such failure will constitute an Event of Default;

(ii) A failure by Tenant to pay any Additional Rent when due; provided, however, for up to two (2) times during any Lease Year, if any payment of Additional Rent is not received when due, Landlord will notify Tenant in writing (an "Additional Rent Late Notice"), and Tenant will have ten (10) calendar days from the date of receipt of the Additional Rent Late Notice to make full payment of the Additional Rent. If any Additional Rent is not received when due after Landlord has delivered to Tenant the applicable Additional Rent Late Notices as hereinabove required, or if Tenant fails to pay any Additional Rent within the required time period after receipt of the applicable Additional Rent Late Notice, then such failure will constitute an Event of Default; provided, however, that any failure to pay any amount of Additional Rent that is disputed by Tenant in good faith shall not constitute an Event of Default hereunder;

(iii) Tenant fails to perform or observe any other material provision or condition of this agreement to be performed or observed by Tenant, and Tenant fails to commence to cure the default within thirty (30) calendar days after receipt of notice of the default from Landlord (or such other period as may be explicitly set forth herein) or having commenced to cure the default, Tenant fails to diligently pursue the curing of the default thereafter;

(iv) any material representation or warranty made by Tenant herein proves to have been incorrect when made in any material respect;

(v) Tenant shall (A) voluntarily be adjudicated a bankrupt or insolvent, (B) seek or consent to the appointment of a receiver or trustee for itself or for all or a portion of the Leased Premises, (C) file a petition seeking relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, or (D) make a general assignment for the benefit of creditors;

(vi) a court shall enter an order, judgment or decree appointing, without the consent of Tenant, a receiver or trustee for it or for the Leased Premises or a portion thereof or approving a petition filed against Tenant which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree shall remain undischarged or unstayed ninety (90) calendar days after it is entered;

(vii) Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution; or

(viii) the estate or interest of Tenant in the Leased Premises or any portion thereof shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within ninety (90) calendar days after it is made.

Subject to paragraph (b) below, upon the occurrence of an Event of Default, Landlord may exercise any right or remedy now or hereafter existing by law or in equity or may cure the Event of Default, and Tenant shall reimburse Landlord for all actual reasonable costs and expenses incurred by Landlord undertaking such cure. Without limiting the foregoing, Landlord may declare the term ended and enter into the Leased Premises by due process of law, and expel Tenant and repossess and enjoy the Leased Premises as though this Lease had by its terms expired. If Landlord terminates this Lease pursuant to this Section, then Tenant will peaceably surrender the Leased Premises to Landlord. Landlord shall use reasonable efforts to mitigate its damages, including, without limitation, reletting the Leased Premises in Landlord's reasonable business judgment for a commercially reasonable rent taking into consideration the condition of the Leased Premises and general market conditions. Notwithstanding the foregoing, no termination of this Lease will relieve Tenant from the obligation to pay rent and other charges due under this Lease for the remainder of the then current term as though this Lease had not been terminated for as long as the Leased Premises are vacant and for any deficiency between the rent and other charges due under this Lease for the remainder of the then current term and the rent and other charges due under any new lease if the Leased Premises are relet. The rent or deficiency in rent, as applicable, and other charges will be paid by Tenant as such obligations would have become due under this Lease in monthly or other periodic installments. In addition, Tenant will be liable for the reasonable costs of reletting the Leased Premises, but those costs will not include any attorneys' fees to negotiate a lease with a new tenant or any costs to alter or improve the Leased Premises for a new tenant.

b. The intention of this Section 17(b) is to set forth certain special provisions applicable to Events of Default of the nature referenced in Sections 17(a)(ii), (iii) and/or (iv) of this Lease (each, upon expiration of any applicable notice and cure periods, a "Parcel Event of Default") and to Landlord's rights and remedies upon the occurrence of

Parcel Events of Default. This Section 17(b) has no application to other Events of Default under this Lease and is not intended to alter or limit Landlord's rights and remedies with respect to such other Events of Default or, except as specifically set forth in this Section 17(b), for any other purpose. Subject to the foregoing, Landlord and Tenant agree that, notwithstanding anything to the contrary contained in this Lease, if, and for so long as, no more than 5 Parcel Events of Default have occurred and are then continuing during a Lease Year, then, on account of any Parcel Event of Default during such Lease Year, Landlord may not exercise any termination and/or dispossession rights and remedies available to it under this Lease on account of such Parcel Event(s) of Default against any Parcel other than the Parcel to which the aforesaid Parcel Event(s) of Default relate. If, however, more than 5 Parcel Events of Default occur and are then continuing during a Lease Year, Landlord shall be entitled to exercise all rights and remedies available to it under this Lease on account of such then continuing Parcel Event(s) of Default, provided that Landlord may only exercise termination and/or dispossession rights and remedies on account of such Parcel Event(s) of Default against either (i) any one or more of the Parcels to which such continuing Parcel Event(s) of Default relate or (ii) all Leased Premises covered by this Lease.

For the purposes of the restrictions on Landlord's exercise of remedies as set forth in this Section 17(b), a Parcel Event of Default shall no longer be considered "continuing" if (i) Tenant has cured such default or (ii) Landlord has terminated the Lease with respect to any Parcel(s) to which such Parcel Event(s) of Default relate.

18. SURRENDER OF POSSESSION. Upon the termination of this Lease, Tenant will surrender the Leased Premises broom clean and in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. EXCLUSIVE USE. Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord will not lease (or permit the leasing or subleasing of) or sell any space on any property contiguous with or connected to the Leased Premises or any portion thereof owned by or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord to any discount store occupying less than 40,000 square feet operated by or under the name of Wal-Mart, Dolgencorp or Dollar General, Dollar Tree, or any entity controlled by, affiliated with or related to any of them (each, a "Competitor"). If there is a breach of this Section by Landlord, then Tenant's rights and remedies will include, but not be limited to, the right at any time thereafter to elect to terminate this Lease with respect to the affected Parcel, and upon such election, this Lease will be terminated with respect to such Parcel only. So long as such breach exists and Tenant has not terminated this Lease with respect to the relevant Parcel, Tenant shall be entitled to a credit against the subsequent installment of Basic Rent in the amount of the positive difference, if any, between the monthly installment of Basic Rent allocable to such Parcel and 1/12th of 2% of Tenant's estimated Gross Sales at such Parcel (i.e., the amount by which Basic Rent exceeds 2% of Gross Sales for the relevant month). Tenant shall, within 120 days after the end of its Fiscal

Type of Application		Acceptable Protest
1	New License	May Protest Person and Location
2	Person Transfer	May Protest "ONLY" Person
3	Location Transfer	May Protest "ONLY" Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest



**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).