

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

WORK SESSION
August 2, 2010
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 UPDATE ON NEW POLICE CANINE UNIT

As the Avondale Police Department continues to grow and meet the needs of the citizens of Avondale and day-to-day operations, it was determined that the addition of a second canine team would be instrumental to patrol operations. This will allow an increase in the overall coverage for the canine unit to seven days a week. This report provides an update to the City Council on this additon. For information and discussion only.

3 ADJOURNMENT

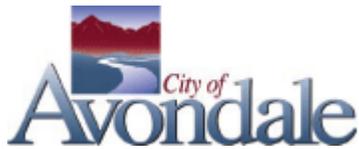
Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT:

Update on New Police Canine Unit

MEETING DATE:

August 2, 2010

TO: Mayor and Council
FROM: Kevin Kotsur, Chief of Police
THROUGH: Charlie McClendon, City Manager

PURPOSE:

As the Avondale Police Department continues to grow and meet the needs of the citizens of Avondale and day-to-day operations, it was determined that the addition of a second canine team would be instrumental to patrol operations. This will allow an increase in the overall coverage for the canine unit to seven days a week. This report provides an update to the City Council on this addition.

BACKGROUND:

The canine unit has become an integral part of the patrol unit and the demand for a canine is becoming a greater need in Law Enforcement today. The use of a canine is a valuable resource to patrol officers, such as assisting with building searches, narcotics detection and the ability to track outstanding suspects.

The Avondale City Council generously contributed six thousand dollars to the purchase of a second canine for the Avondale Police Department. The remaining cost would then be absorbed through the current canine budget. A testing process was conducted within the department to select the new canine handler. Four candidates applied and tested for the position. At the completion of the testing process, Officer James Sinohui was selected to fill that position.

The Avondale canine officers then traveled to the state of Indiana in November of 2009 to Vohne Liche Kennels. With the assistance of the Phoenix Police Department, over a three day period, several dogs were put through many tests. Officers selected a 19 month old Belgium Malinois by the name of "Ringo" for the Avondale Police Department. Ringo tested exceptionally well and has an outstanding temperament for being a young police canine.

In January of 2010, Officer Sinohui and Ringo attended a twelve week basic canine academy which was hosted by the Phoenix Police Department. During this twelve week period Officer Sinohui and Ringo received training in obedience, suspect apprehension, tracking and Narcotics/Drug imprinting and detection.

In July of 2010, Officer Sinohui and Ringo received their final certification during the National Police Canines Association trials hosted in Payson, Arizona. After the final completion of their training and certification, Officer Sinohui and Ringo are now able to work patrol on a regular basis. With the addition of this second canine team to the bureau we are now able to provide canine coverage seven days a week. This will increase from the current single canine, which is on duty four days a week ten hours a day. Canine teams are able to answer calls for service on a daily basis, supplement patrol and respond as backup where the need for a canine maybe useful.

BUDGETARY IMPACT:

The additional cost associated with the new canine team will be absorbed in the existing canine budget of the police department. If it is determined that there is a need to increase the canine budget due to additional expenses, such as veterinarian fees or increased food cost, a budget request will be proposed through the yearly budget process.

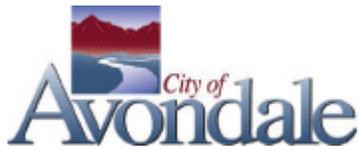
RECOMMENDATION:

The Police Department presents this information in order to update the City Council of the additional canine added to the department and the unit.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
August 2, 2010
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES

1. Work Session of July 12, 2010
2. Regular Meeting of July 19, 2010

b. CONTRACT APPROVAL - AREA AGENCY ON AGING - FY 2010-2011

City Council will consider a request to approve a contract with Area Agency on Aging for FY 2010-2011 in the amount of \$300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. MEMORANDUM OF UNDERSTANDING - A NEW LEAF

City Council will consider a request to approve a Memorandum of Understanding with "A New Leaf" to provide 28 hours of counseling services per week to victims of violence at the Southwest Family Advocacy Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. PURCHASE AGREEMENT - ARIZONA SERVICE AND INSTALLATION FOR INDOOR SOCCER DASH BOARD SYSTEM - ASC

City Council will consider a purchase agreement with Arizona Service and Installation, Inc. to furnish and install the indoor soccer dasher board system for the American Sports Center in the amount of \$249,658.16 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents. The Council will take appropriate action.

e. **PURCHASE AGREEMENT - ROBERT COHEN COMPANY, LLC FOR INDOOR SOCCER TURF FOR AMERICAN SPORTS CENTER**

City Council will consider a purchase agreement with Robert Cohen Company, LLC to furnish and install the indoor soccer turf for the American Sports Center in the amount of \$127,378.34 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents. The Council will take appropriate action.

f. **EQUIPMENT PURCHASE - CRAFCO, INC. - ASPHALT CRACK CLEANER**

City Council will consider a request to authorize the purchase of asphalt crack cleaning equipment from CRAFCO, Inc. in the amount of \$58,693.10 necessary in order to comply with Maricopa County air pollution control regulations - Rule 310 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **ORDINANCE 1422-810 AND 1423-810 - DEDICATION OF POWER DISTRIBUTION EASEMENTS TO SRP – AVONDALE CITY CENTER**

City Council will consider two ordinances granting two public power distribution easements which will allow Salt River Project to provide electrical service for the American Sports Center and the retail development and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

h. **ORDINANCE 1424-810 - AMENDING ORDINANCE 1421-710 - AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE**

City Council will consider an ordinance amending Ordinance 1421-710 authorizing the acquisition of property by purchase, condemnation, or dedication of approximately 32 acres of property located near Avondale Boulevard and Roosevelt Street by revising Exhibit A and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

4 **PUBLIC HEARING - ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

City Council will hold a public hearing, review and accept the findings and plan of action included in the study conducted by the City as a Community Development Block Grant Entitlement jurisdiction to analyze access to fair housing choice and create a plan to affirmatively further fair housing. The Council will take appropriate action.

5 **ADJOURNMENT**

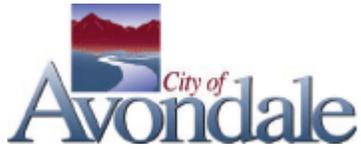
Respectfully submitted,



Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
August 2, 2010

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: Charlie McClendon, City Manager

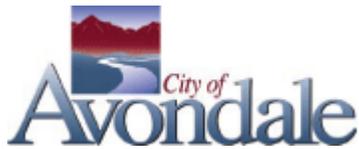
PURPOSE:

1. Work Session of July 12, 2010
2. Regular Meeting of July 19, 2010

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Contract Approval - Area Agency on Aging - FY
2010-2011

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the Area Agency on Aging (AAA) contract for FY 2010-2011 in the amount of \$300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park.

BACKGROUND:

The City of Avondale has contracted with Area Agency on Aging to provide nutritional meals and activities for seniors and handicapped individuals for over twenty (20) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, the multipurpose center operations program and transportation program.

DISCUSSION:

The Area Agency on Aging (AAA) has awarded the City of Avondale \$300,564 of program funds for FY2010-11, which will provide funds for services to the senior population. This funding is a continuation of the grant which was renewed in FY 10. These funds will be used to provide meals, activities, programs, guest speakers and transportation to seniors at the Avondale Community Center.

AAA has also provided the City of Avondale with three vehicles for program use, 2 Ford Escapes and 1 Eldorado Bus. The vehicles are used in the delivery of meals to homebound clients and in transporting seniors to and from their homes to the Avondale Community Center, along with transportation for program activities. The vehicles will be leased to the City of Avondale for \$3 annually (\$1 for each vehicle per year). The lease is good for the duration of this agreement.

BUDGETARY IMPACT:

The total program cost for the City of Avondale Senior Program for FY 2010-2011 is \$428,094. The Area Agency on Aging (AAA) funded amount of \$300,564 is 70% of the total program cost. All additional program funds (\$127,530 or 30%) will come from the City of Avondale General Fund. A portion of the cost will be offset by projected donations. The FY 2010-2011 budget includes the \$127,530 local contribution. Avondale's participation is capped at 30%.

In addition to the \$3 per year vehicle lease cost, the following annual costs are associated with the lease vehicles operation. 70% of the costs are paid by AAA and all remaining funds are paid from the City of Avondale General Fund, PRLD budget. Funds are allocated for this program:

Fuel	\$12,200 annually
Vehicle Maintenance	\$25,543 annually

RECOMMENDATION:

Staff recommends that the City Council approve the Area Agency on Aging (AAA) contract for FY 2010-2011 in the amount of \$300,564 to provide funding for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations and Transportation for seniors in Avondale, Goodyear and Litchfield Park and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Contract](#)

Contract #2011-05-AVO

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
(602) 264-2255 FAX (602) 230-9132

AND

City of Avondale
11465 W Civic Center Drive
Avondale, Arizona 85323
623-333-2420 fax: 623-333-0270
EIN #866000233

DURATION OF THE CONTRACT, FY 2011: July 1, 2010 and shall end June 30, 2011.

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Programmatic Authority: Jim Knaut, Vice President Contracts

Daily Contacts: Zina Wood, Grants Specialist

Charles McClendon and City Manager

Francis McCoy, Recreation Coordinator

Francis McCoy, Recreation Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Frances McCoy, Recreation Coordinator Avondale Senior Center 1007 S 3rd Street, Avondale, AZ 85323

This Contract is entered into by and between City of Avondale hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), Methodology(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED,**

CITY OF AVONDALE

Signature and Date

**Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director**

Signature and Date

**Charles McClendon
City Manager**

ATTEST:

Signature and Date

City Clerk

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2011-05-AVO
 CONTRACTOR: City of Avondale
 TYPE: *Original Contract*
 CONTRACT TERM: July 1, 2010 to June 30, 2011

Contract Reimbursement Ceiling for all Services: TOTAL: \$ 300,564

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation	TOTAL
Area Agency	82,586	154,607	20,100	43,271	300,564
Project Income	7,500	3,000	-	900	11,400
Non-Fed Inkind	14,767	11,346	10,734	-	36,847
Non-Fed Cash	12,967	54,655	2,950	14,151	84,723
Other Federal	-	-	-	-	-
TOTAL	117,820	223,608	33,784	58,322	433,534
EXPENSES					
Personnel	25,234	105,086	11,880	27,040	169,240
ERE	21,813	23,269	5,967	4,434	55,483
Prof&Outside	-	-	200	-	200
Travel	-	3,100	-	9,100	12,200
Space	23,317	22,026	13,684	-	59,027
Equipment	-	-	-	-	-
Materials/Supl	45,290	59,693	1,608	-	106,591
Operating Svc	2,166	10,434	445	17,748	30,793
Indirect	-	-	-	-	-
TOTAL	117,820	223,608	33,784	58,322	433,534
Units	14,000	23,500	619	7,500	
Unit Rate	\$ 8.42	\$ 9.52	\$ 54.58	\$ 7.78	

UNIFORM TERMS AND CONDITIONS

- 1. Definitions of Terms** As used in this contract, the terms listed below are defined as follows:
- a. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
 - b. *Begin Date* means the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - c. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
 - d. *Contract* means the combination of the Solicitation, including the Uniform and Special Instructions to offerors, the Uniform and Special Terms and Conditions, Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
 - e. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
 - f. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
 - g. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
 - h. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
 - i. *Contractor* means any person, agency, entity that has a Contract with the Area Agency. Contractor shall also be referred to as Provider.
 - j. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
 - k. *Days* means calendar days unless otherwise specified.
 - l. *Effective Date* means the date that the Area Agency President/CEO or designee signs the contract, unless another date is specifically stated in the contract.
 - m. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
 - n. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
 - o. *Fiscal Year* means the period beginning with July 1 and ending June 30.
 - p. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - q. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - r. *Offer* means bid, proposal, or quotation or *Solicitation*
 - s. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
 - t. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
 - u. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the Contractor under this Contract.

- v. *Scope of Work* means the Arizona Department of Economic Services or Area Agency description of service(s) to be provided pursuant to this contract. Scope of Work also means *Service*.
- w. *Services* means the furnishing of labor, time, product, or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- x. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- y. *State* means the State of Arizona and the Department of Economic Security.
- z. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor's subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.

2. **Contract Interpretation** The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.

- a. Arizona Law The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- b. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
- c. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the Area Agency and as it may be amended, the following shall prevail in the order set forth below:
 - i. Special Terms and Conditions;
 - ii. Uniform Terms and Conditions;
 - iii. Provider Specific Terms for Programs with ALTCS Funded Services
 - iv. Provider Specific Terms
 - v. Statement, or Scope of Work,
 - vi. Service Specifications;
 - vii. Area Agency manuals, policies and directives;
 - viii. Methodologies
 - ix. Documents referenced or included in the solicitation.
- d. Relationship of Parties
 - i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
 - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
 - iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
- e. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
- f. No Parole Evidence This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this contract and no other understanding either oral or in writing shall be binding.
- g. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails

to object to it.

3. Contract Administration and Operation

- a. Records Under §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Contract service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- b. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- c. Audit At anytime during the term of this contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Area Agency and, where applicable, the state or federal government, to the extent that the books and records relate to the performance of the contract or subcontract.
- d. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.
- e. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified in this contract, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
 - i. The Area Agency President/CEO and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
 - ii. The Contractor shall give written notice to Area Agency of changes to the following and a written amendment to the contract shall not be necessary:
 1. Change of address and/or telephone number;
 2. Change in Contract Authorized Signatory and his/her designee;
 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
 4. Changes in the name and/or address of the person to whom notices are to be sent;
 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
- f. Advertising, Publishing and Promotion of Contract
 - i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
 - ii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
 - iii. All reports and publications whether written, visual or verbal shall contain the following statement: *This program ~~was~~ is funded through a contract with the Area Agency on*

Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.

- g. Property of the Area Agency Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- h. Ownership of Intellectual Property Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.

4. Costs and Payments

- a. Payments Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- b. Delivery Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- c. Applicable Taxes
 - i. Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.
 - ii. State and Local Transaction Privilege Taxes: The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - iii. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and it’s funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workmen’s Compensation.
 - iv. IRS W9 Form: In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the Area Agency, unless not required by law.
- d. Availability of Funds for the Next Fiscal Year Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- e. Availability of Funds for the Current Fiscal Year Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
 - i. Accept a decrease in price offered by the Contractor;
 - ii. Cancel the Contract

- iii. Cancel the Contract and re-solicit the requirements

5. Contract Changes

- a. Amendments This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
 - i. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
 - 1. Reimbursement ceiling;
 - 2. Contract term if extended and/or reduced without terminating the contract;
 - 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
 - 4. Rate paid per unit of service;
 - 5. Ownership or legal entity responsible for the contract; or
 - 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
 - ii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
- b. Subcontracts The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.
 - i. A request for approval of a subcontract must at least meet the following requirements.
 - 1. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.
 - 2. The subcontract shall incorporate by reference all of the terms and conditions of this contract.
 - 3. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.
 - ii. Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- c. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6. Risk and Liability

- a. Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or

Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

b. Indemnification

- i. Contractor/Vendor Indemnification (Not Public Agency): The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- ii. Public Agency Language Only: Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

c. Indemnification – Patent and Copyright The Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished or work performed under this contract. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. §41-621 and §35-154, this section shall not apply.

d. Force Majeure

- i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- ii. Force Majeure shall not include the following occurrences:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- e. Third Party Antitrust Violations The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

7. Warranties

- a. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- c. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:
 - i. Of a quality to pass without objection in the trade under the contract description;
 - ii. Fit for the intended purposes for which the materials are used;
 - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
 - iv. Adequately contained, packaged, and marked as the contract may require; and
 - v. Conform to the written promises or affirmations of fact made by the Contractor.
- d. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
- e. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
- f. Year 2000
 - i. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In additions, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - ii. Additionally notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the Area Agency in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other Area Agency information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the Area Agency for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- g. Compliance with Applicable Laws
 - i. The materials and services supplied under this contract shall comply with all applicable

- federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
- ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
 - iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
 - iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
 - v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
 - vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.
- h. Survival of Rights and Obligations after Contract Expiration or Termination
- i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - ii. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Contract.

8. Contractual Remedies

- a. Right to Assurance If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract..
- b. Stop Work Order
 - i. The Area Agency, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- c. Non Exclusive Remedies The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. Nonconforming Tender Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. Right of Offset Area Agency shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages described in these Uniform Terms and Conditions.

9. Contract Termination

- a. Cancellation for Conflict of Interest This contract may be cancelled by either party in accordance with A.R.S §38-511.
- b. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- c. Suspension or Debarment The Area Agency may, by written notice to the Contractor, immediately terminate this contract if the Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency. If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency.
- d. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at anytime, when in the best interests of the Area Agency without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract at any time by providing at least sixty (60) days written notice to the Area Agency.
- e. Termination for Default
 - i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract.

The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor by certified mail, return-receipt requested.

- ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
- iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
- iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
- v. This contract may immediately be terminated if Area Agency determines that the health or welfare or safety of service recipients is endangered.
- f. Continuation of Performance Through Termination The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims** All contract claims or controversies under this contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration** The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

SPECIAL TERMS AND CONDITIONS

1. **Definitions** In addition to the terms and conditions defined in Section 1 of the *Uniform Terms and Conditions*, the following shall apply.
 - a. *Additional Insured* specifically includes all agencies and requirements as identified in Section 3.c. *Additional Insured Requirements*.
 - b. *Department* means the Arizona Department of Economic Security (DES), unless otherwise indicated.
 - c. *Level of Service* as used throughout these Special Terms and Conditions and Service Specifications, means the number of units of service specified in the Contract Summary page.
 - d. *May* indicates something that is not mandatory but permissible.
 - e. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
 - f. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
 - g. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. **Contract Administration and Operation**
 - a. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract. In addition to the terms and conditions in Section 7 of the *Uniform Terms and Conditions*, the following shall apply:
 - i. In accordance with A.R.S. §36-557 as may be amended (Purchase of community development disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
 - ii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
 - iii. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of child abuse or neglect as specified in A.R.S. §13-3620 and elder abuse as specified in A.R.S. §46-454 as may be amended.
 - iv. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibits the use of federal funds for lobbying and which states, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
 - v. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
 - vi. The Contractor shall comply with P.L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related

- home repairs) of any building or other facility.
- vii. The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds of the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- b. Contract Extension The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- c. Contract Term
- i. The term of this contract shall be for the period of time from the contract begin date to the contract termination date as awarded in a contract or extended in an amendment.
 - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- d. Cooperation and Understanding
- i. Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
 - ii. In order for Area Agency to accomplish a comprehensive and coordinated service response system, some services must be provided through a joint venture between Area Agency and the Contractor. Area Agency recognizes the Contractor's role as both integral and significant to the delivery of services and understands the importance of a true partnership between itself and the Contractor. To this end, Area Agency recognizes the autonomy of the Contractor and will try to avoid unnecessary demands on the operations and business practices of the Contractor.
 - iii. Transfer of Knowledge: The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- e. Certifications The Contractor agrees to sign the following certifications within this contract:
- i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
 - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- f. Federal Immigration and Nationality Act
- i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract.
 - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency suspect or find that the Contractor or any of its subcontractors are not in compliance, Area Agency may pursue

any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

- g. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
- h. Substantial Interest Disclosure
- i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
 - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
 - iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.
- i. Termination for Any Reason
- i. In the event the contract is terminated, with or without cause, or expires, the Contractor whenever determined appropriate by Area Agency, shall assist the Area Agency in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
 - ii. In the event of termination or suspension of the contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the State, and DES for any claim by any other party against Area Agency, the State, or DES arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
 - iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.
- j. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- k. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor under this contract, shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- l. Offshore Performance of Work Prohibited Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any

services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

m. Pandemic Contractual Performance

- i. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 1. Key succession and performance planning if there is a sudden significant decrease in Contractor’s workforce.
 2. Alternative methods to ensure there are services or products in the supply chain.
 3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
 1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2437 as may be amended of the Arizona Procurement Code.
 3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).

3. Indemnification and Insurance

- a. Indemnification Clause The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- b. Insurance Requirements Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency, State of Arizona, and DES in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- c. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
- i. Required Agencies:
 - ✓ Area Agency on Aging, Region One Incorporated
 - ✓ State of Arizona and Department of Economic Security
 - ✓ Bridgeway Health Solutions
 - ✓ EverCare Select
 - n/a Maricopa County Public Health Department / Magellan
 - ✓ Mercy Care
 - ✓ SCAN Health System
 - ii. The policy shall be endorsed to include the following Additional Insured language:

"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".
 - iii. All Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
 - iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
 - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- d. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$3,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written & Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

 1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 2. Policy shall contain a waiver of subrogation against all agencies identified in *Additional Insured Requirements*, Section 3.c., their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.
 - ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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 1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the*

3. The bond or policy shall include coverage for third party fidelity.
 4. The bond or policy shall include coverage for theft and mysterious disappearance.
 5. The bond or policy shall contain no requirement for arrest and conviction.
 6. The bond or policy shall cover loss outside the premises of the Named Insured.
- e. Notice of Cancellation Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- f. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- g. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- h. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- i. Approval Any modification or variation from the *insurance requirements* in this Contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- j. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
 - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph 3.i. *Approval*, provided that such request be delivered in writing to Area Agency at least ten days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
 1. As provided in paragraph 3.i. *Approval*, the Area Agency President/CEO shall

decide whether to approve the modification.

2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this *Section 3, Indemnification and Insurance*.
- iii. For any Contractor or subcontractor, which is a public entity (but not a state agency or state university referred to in paragraph *j.i.* above) the indemnification and insurance requirements are replaced in their entirety by the following:

INDEMNIFICATION: To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the all agencies identified in Additional Insured Section, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

For subcontractors which are not public entities, insurance provisions *3.a* through *3.i Approval* above shall apply.

- iv. For any Contractor or subcontractor, which is a Tribal government, the indemnification and insurance requirements are replaced in their entirety by the following: Each party is responsible for its own negligence. Contractor is insured under the federal tort claims act.

4.

5. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
 - i. Scope of Work(s);
 - ii. Service Specification(s);
 - iii. Approved Methodology(s);
 - iv. Approved Budget or Rate;
 - v. Approved Outreach Plan(s), if applicable; and
 - vi. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for

modifications affecting the delivery of services which may include but is not limited to the following:

- i. Increase or decrease in the number of days of operations to existing facilities.
- ii. Increase or decrease in the number of facilities where services are provided.
- iii. Changes to the Methodologies.

c. Levels of Service

- i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
- ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
- iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
- iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
- v. Any administration within the Area Agency may obtain services under this contract.
- vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

6. Contract Compensation

a. Availability of Funds

- i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
- ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
- iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- v. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Area Agency for any payment may arise under this Contract beyond the current fiscal year of the Contract Term until funds are made available for performance of this Contract. The Area Agency shall make

reasonable efforts to secure such funds.

- b. Contract Payment Types In addition to the terms and conditions in *Section 4* of the Uniform Terms and Conditions, payments regarding this contract shall be made according to the type of payment indicated with the check mark and as identified on the Contract Summary page(s) and defined as follows:
- i. n/a Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document that may increase or decrease units and funds throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a purchase authorization or other similar named document.
 - ii. Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted specifically by Area Agency.
- c. Contract Payment Provisions
- i. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
 - ii. Under no circumstances shall Area Agency make payment to the Contractor:
 1. That exceeds the unit authorized as stated in *Section 6.b.i, Rate or Fixed Price*.
 2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract or
 3. Under no circumstances shall Area Agency make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
 - iii. Payments for Fixed Price with Price Adjustment requires that cash reimbursements be timed to coincide with cash disbursements.
 - iv. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. This penalty is in addition to the forfeiture allowed by the Uniform General Terms and Conditions. Should a penalty be assessed, the level of service shall remain unchanged.
 - v. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- d. Compensation for Rate or Fixed Price
- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
 - ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
 - iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval

of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

- iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
 - v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date. Any disagreement over any disallowance may be submitted by the Contractor to the disputes process in accordance with the Uniform General Terms and Conditions.
 - vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
- i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
 - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
 - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
 - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Reporting The Contractor shall report contract revenues and expenditures to the Area Agency in the manner prescribed by the *Reporting Requirements* section of these Terms and Conditions and Service Specifications or other directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

7. Area Agency Responsibility

- a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

8. Contractor Responsibility

- a. Audit
 - i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended, Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all

sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133, the Audit Reporting Package shall include:

1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditors Reports (detailed in the A-133)
 4. Corrective Action Plan
- ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
 - iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
 - iv. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
 - v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations and standards.
- b. Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
 - ii. Background checks through the Central Registry shall be conducted for each Contract employee and volunteer including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to contract service recipients until the results of the Central Registry background check is complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to contract service recipients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to contract service recipients.
 - iii. Within thirty (30) days of contract award, the Contractor shall submit to Area Agency the *Request for Search of Central Registry for Employment* form for each employee or volunteer and subcontractor's employee or volunteer providing direct services to children or vulnerable adults.
 - iv. At least sixty (60) days prior to the contract end date, the Contractor shall submit the *Request for Search of Central Registry for Employment* form for each employee or volunteer and subcontractor's employee or volunteer providing direct services to children or vulnerable adults.
 - v. The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the contract.
- c. Books and Records In addition to the terms and conditions in Section 3.a., *Records*, of the Uniform Terms and Conditions, the following shall apply.
- i. Contract service records will be maintained in accordance with this contract, amendment(s), scope(s) of service, service specification(s), and any other Area Agency policies and directives.
 - ii. Any such records not maintained shall mandate an audit exception in the amount of the

- inadequately documented expenditures.
- iii. Records shall, as applicable, meet the following standards:
 1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 2. Obtain and maintain client signatures signifying receipt of each unit of service.
 3. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 4. Include time and attendance records for individual employees to support all salaries and wages paid;
 5. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 6. Include original invoices, statements, sales tickets, billings for services, deposit slips, etc, and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 7. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
 8. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
 - iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 8.o., *Reporting Requirements*, of these Special Terms and Conditions or if subject to HIPAA which is six (6) years from the date of final payment:
 1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
 2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
 - d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the Area Agency may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
 - e. Certification of Rate and/or Budget Contractor certifies the following:
 - i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
 - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with the *Unallowable Costs* section of these terms and conditions;
 - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
 - iv. No costs are included as both direct and indirect costs.
 - v. The Contractor agrees that the funds received under this contract will be expended to achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to *Personnel* section. The Contractor shall be entitled to

- appeal such determination through Area Agency's appeal process.
- f. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
- i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - ii. Act or action on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
 - iii. Provide favorable or unfavorable treatment to anyone;
 - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority, that could result in impartiality, or have a political consequence for the Area Agency or contracted funding sources.
 - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
 - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- g. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained for Area Agency review.
- h. Disaster Preparedness Contractor will develop and implement an emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- i. Equipment
- i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency. Reimbursement claims for equipment must include the detailed receipt identifying the equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.
 - ii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor for the purposes of this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
 - iii. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
 - iv. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

- v. Under a fixed Price contract, this section does not apply unless specifically requested by Area Agency or required by federal or state law.
- j. E-Verify
- i. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, subsection A as may be amended which reads: *“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”*
 - ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
 - iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.
- k. Fingerprinting The provisions of A.R.S. §46-141 (as may be amended), are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- i. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Contractor. The Contractor shall obtain a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all personnel checks to certify and demonstrate all personnel have clearance.
 - ii. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. Area Agency may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
 - iii. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
 - iv. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
 - v. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child or vulnerable adults, including sexual exploitation and commercial sexual exploitation, or any act of child or adult abuse.
 - vi. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).

- l. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to Area Agency under this contract shall comply with A.R.S. §41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- m. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- n. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the for the items below.
 - i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
 - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the *Substantial Interest* and/or *Conflict of Interest*, sections 2.h. STC and 9.a. UTC of these terms and conditions;
 - iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - v. Any amounts expended for items or purposes determined unallowable by Area Agency. When this contract provides for the reimbursement of costs, see the Section 8.q., *Unallowable Costs*, of these terms and conditions;
 - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - vii. Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
 - viii. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - ix. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the *Certification of Cost or Pricing Data* section of these terms and conditions;
 - x. Any payments made for services rendered before the contract begin date or after the contract termination date.
- o. Reporting Requirements
 - i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment.
 - ii. No later than the twenty-fifth (25th) day following end of each contract term, or other date specified by Area Agency, the Contractor shall submit to Area Agency a final program and fiscal report.
 - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

- p. Supporting Documents and Information In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- q. Unallowable Costs The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
 - i. OMB Circular A-87 for State, local and Indian tribal governments.
 - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - iii. OMB Circular A-21 for educational institutions.
 - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

9. Contract Performance Terms

- a. Evaluation Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals.
- b. Monitoring Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- c. Non-Discrimination In addition to the terms and conditions in Section 3.b., *Non-Discrimination*, of the Uniform Terms and Conditions, the following shall apply:
 - i. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - ii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
 - iii. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
 - iv. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of

1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”

- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.
- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- f. Visitation, Inspection, and Copying Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.

10. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General’s Office as required by the terms of this contract, by law, or upon their request.
- c. Fair Hearings and Service Recipients’ Grievances
 - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at anytime and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
 - ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in

efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

VEHICLE LEASE TERMS

1. Terms

- a. Vehicle Lease The Area Agency shall lease the following vehicle(s) to the Contractor for the sum of one dollar (\$1.00) per vehicle for the term of the contract in consideration of the covenants herein set forth.

<u>Year / Make</u>	<u>Model</u>	<u>VIN#</u>
2008 Ford	Escape	1FMCU03178KC32869
2008 Ford	Escape	1FMCU02Z98KE01393
2008 Ford	Eldorado Bus	1FD4E45S58DA26288

- b. Liens Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
- c. Subcontracts or Transfers Contractor shall not subcontract, assign, or transfer any operations of the vehicle(s) to any other entity or agency, without prior written consent of the Area Agency.

2. Vehicle Services

- a. The Contractor agrees that the leased vehicle(s) will be used only for the purpose of providing the services as prescribed in this contract with the Area Agency which may include but not be limited to the following
- i. transporting clients to and from an adult day health care center(s),
 - ii. transporting clients to and from a senior center(s);
 - iii. transporting food or meals to client(s) and/or senior center(s) or adult day health care center(s); and
 - iv. related transportation of program participants under contract with the Area Agency.
- b. The Contractor stipulates to the compliance of all state and federal laws for vehicle operations as well as to the *Arizona DES Scope of Work* for Transportation and the *Area Agency Service Specification* for Transportation, other manuals and directives.
- c. Vehicle usage is limited to Maricopa County.
- d. Any additional services require approval from the Area Agency.
- e. Contractor will maintain full and complete records of all passenger trips including but not limited to: program/service of trip, date and time duration of trip, driver name, each passenger's name.
- f. Contractor shall maintain full and complete records of all other trips not related to passenger transportation.

3. Facility(s) Vehicle utilization is limited to only the contracted facility(s) per this contract with the Area Agency.

4. Vehicle Maintenance

- a. Operations The Contractor shall maintain sole responsibility for all costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
- b. Maintenance Contractor shall abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum, and to keep written verification of completion of all maintenance. Contractor shall also ensure that the vehicle is cleaned regularly. Maintenance records and vehicle appearance are subject to review by the Area Agency upon request.
- c. Alterations of Vehicle Contractor shall have the opportunity to display signage of a removable nature on the van. Contractor will make no other changes to the leased vehicle without first obtaining the written consent of the Area Agency.

- d. Accidents / Damage In the event the leased vehicle is involved in an accident, is vandalized, or otherwise damaged, Contractor must:
- i. report the incident to the Area Agency within twenty-four (24) hours.
 - ii. submit a written report of the incident to the Area Agency within three (3) days
 - iii. make all repairs and restorations within thirty (30) days and Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.

5. **Evaluation & Monitoring** Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

Reporting The Contractor must submit the Vehicle Status Report to Area Agency by July 31, 2010.

CONTRACTOR SPECIFIC TERMS

Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency on Aging's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Relationships of Parties The relationship order is as follows: ALTCS Agency is the contracting agency with Area Agency, therefore Area Agency is the Contractor, this contract represents the Area Agency's subcontract to a subcontractor.
2. Definitions
 - a. ALTCS shall mean Arizona Long Term Care System
 - b. ALTCS Agency shall mean individually or collectively the following agencies: Bridgeway, EverCare, Mercy Care, and SCAN Health Plans.
 - c. AHCCCSA shall mean Arizona Health Care Cost Containment System Administration.
3. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.
4. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of AHCCCSA. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCSA. (AAC R2-7-305)
5. Awards of Other Subcontracts AHCCCSA and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (AAC R2-7-308)
6. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCSA simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)
7. Certification of Truthfulness of Representation By signing this subcontract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.
8. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCSA requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. Prime contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, subpart A)

9. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCSA. (A.R.S. §41-2548; 45 CFR 74.48(d))
10. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract. (42 CFR 434.70) [42CFR 438.6(1)]
11. Confidentiality Requirement Confidential information shall be safeguarded pursuant to 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, 41-1959 and 46-135, and AHCCCS and/or ALTCS Rules and Health Insurance Portability and Accountability Act (CFR 164).
12. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this subcontract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
13. Contract Claims and Disputes Contract claims and disputes shall be adjudicated in accordance with AHCCCS Rules.
14. Deficit Reduction Act of 2005 Training Contractors shall provide education and training to all staff on the following aspects of the Federal False Claims Act of 2005: (a) the administrative remedies for false claims and statements, (b) state laws relating to civil or criminal penalties for false claims and statements, and (c) the whistleblower protections under such laws. Contractors will retain documentation of such training to include, but not limited to: materials presented and/or distributed, date, duration, and attendance of training, employee signatures acknowledging training and compliance.
15. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCSA.
16. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCSA or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
17. Federal Immigration and Nationality Act The Subcontractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Subcontractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine the Contractor and/or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor or Subcontractor.
18. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of potential fraud or abuse (related to business operations, not related to client / participant fraud or abuse) has occurred, the Contractor shall report the incident to the Area Agency and to AHCCCSA Office of Program Integrity. All other incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity.
19. General Indemnification To the extent permitted by law, the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Contractor and Subcontractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

20. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet Program Contractor Requirements (Special Terms and Conditions, Section 3., *Indemnification and Insurance*). The Contractor agrees that any insurance protection required by this subcontract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCSA, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCSA shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Subcontractor is exempt under A.R.S. §23-901, and when such Subcontractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
21. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Subcontractor shall not bill, or attempt to collect payment from a person who is AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System.
22. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCSA through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
23. Non-Discrimination The Subcontractor shall comply with State Executive Order No. 9904, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Subcontractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
24. Prior Authorization and Utilization Management The ALTCS Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
25. Records And Reports
- d. The Subcontractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCSA and working papers used in the preparation of reports to AHCCCSA. The Subcontractor shall comply with all specifications for record keeping established by AHCCCSA. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, dental records, prescription files, and other records specified by AHCCCSA.
 - e. The Subcontractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCSA, state, or federal government.
 - f. The Subcontractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law.
 - g. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by

AHCCCSA, shall be retained by the Subcontractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFT 74.53; 42 CFR 431.17; ARS §41-2548)

26. Severability If any provision of these standard subcontract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
27. Subjection of Subcontract The terms of this subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and AHCCCSA for the provision of covered services.
28. Termination of Subcontract AHCCCSA may, by written notice to the Contractor, terminate this subcontract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the state makes such findings shall be in issue and may be reviewed in any competent court. If the subcontract is terminated under this section, unless the prime contractor is a governmental agency, instrumentality or subdivision thereof, AHCCCSA shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. (AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6))
29. Voidability of Subcontract This subcontract is voidable and subject to immediate termination by AHCCCSA upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subcontract without AHCCCS's prior written approval.
30. Warranty of Services The Contractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.
31. Adult Day Health Care Transportation Service Requirements In addition to the DES Scopes of Work and Area Agency Service Specifications for adult day health care and citizen transportation, the following requirements shall apply.
 - a. Subcontractor shall conduct drug and alcohol tests on all employees document such training certifications and be prepared to provide copies upon request.
 - b. Subcontractor will train all employees through the National Safety Council and document such training certifications and be prepared to provide copies upon request.
 - c. Subcontractor will provide training to employees to include cultural competency, sensitivity training, needs of the adult day care population including but not limited to those referred to as the *aged, blind, and disabled* and document such training certifications and be prepared to provide copies upon request.
 - d. Transportation service shall include door to door service if the condition of the client requires assistance between the door and the vehicle.
 - e. Employees shall provide attendant assistance to clients in and out of the vehicle, including assistance with wheelchairs, in a safe manner and in accordance with the needs of the client.

*ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK*

17.0 CONGREGATE MEALS

17.1 Purpose Statement

17.1.1 The service help to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

17.2 Service Description

17.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

17.2.3 Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Links older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

17.2.4 The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

17.2.5 Eligibility Requirements – The Contractor shall ensure services are provided to individuals that meet the eligibility requirements described in chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

17.3 Service Requirements – The Contractor shall provide:

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Ensure a mechanism is in place to solicit the advice and expertise of:
 - a. a dietitian or other individual described in paragraph in 17.3.1.11
 - b. meal participants, and
 - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3200
4. Write menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority as hot meals.
 - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.

8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
 - i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" and as may be amended from time to time.
9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
10. Plan menus considering the availability of foods during seasons when they are most plentiful.

17.3.2

Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.
2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.
5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
7. Post monthly menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file,
9. Document the number of meals provided each month.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3200, as may be amended.
13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

17.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing,

correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.

2. Ensure that all food handlers pass a course in food safety and sanitation as specified by their County Health Department, within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
4. Document staff training in personnel files.

17.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Post and advertise nutrition education sessions/activities in advance.
6. Ensure that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.
8. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.

17.3.5

Social Interaction

- a. Provide activities that encourage social interaction, e.g., recreation and group activities.

17.3.6

Site Monitoring

- iii. Monitor on an annual basis the centers/sites for compliance.
- iv. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.

17.4

Licensure/Certification Requirements – The Contractor shall ensure that:

17.4.1

Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

17.4.2

Nutritionists hold a Bachelor's or Master's degree in food and nutrition.

17.4.3

Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.

17.4.4

Staffing Standards

1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.

17.5

Performance Measures

17.5.1

Number of congregate meals served annually.

17.6

Reporting Unit

17.6.1

One unit of service equals one meal.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

20.0 HOME DELIVERED MEALS

20.1 Purpose Statement

20.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

20.2 Service Description

20.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

20.2.2 Home delivered nutrition services provide older adults, in their home or place of residence, with nutritious meals that meet 1/3 of the Dietary Reference Intakes.

20.2.3 Home delivered nutrition services provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

20.2.4 A “wellness check” is conducted at the time of the meal delivery to ensure the general health and well-being of the client.

20.2.5 The service also provides for the opportunity for socialization.

20.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

20.3 Service Requirements – The Contractor shall provide:

20.3.1 Menu planning

1. Develop cycle menus of six weeks or more to be rotated on a semi-annual basis (every six months).
2. Keep menus available, as served, for audit inspection for at least one year after the meals have been served.
3. Develop/distribute menus in the dominant language or languages of the participant group.
4. Incorporate ethnic and cultural preferences when planning menus.
5. Ensure a mechanism is in place to solicit the advice and expertise of:
 1. a dietitian or other individual described in 20.3.1.11,
 2. meal participants, and
 3. other individuals knowledgeable with regard to the needs of older individuals as stated in the DAAS Policy and Procedure Manual, Chapter 3200
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
8. Ensure that meals are planned following the current Dietary Guidelines for Americans, as may be amended.
9. Each meal must contain a specified number of calories as defined in the DAAS Policy and Procedure Manual.
10. Plan a majority of meals as hot. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.

11. Submit menus on a standardized menu form to, and secure the approval of, a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or CDM verifies menus by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the DES/DAAS "Nutrition, Food Service and Wellness Manual" as may be amended.
12. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
13. Plan menus considering the availability of foods during seasons when they are most plentiful.

20.3.2

Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five days a week except in rural areas where such frequency is not feasible, and has been approved by the Area Agency on Aging, Region One.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Ensure that menu substitutions made because of a temporary inability to obtain certain foods are selected from the same food group.
 1. Substitution menus for holidays and special occasions must meet menu requirements.
 2. All substitutions must be documented on the menu for site review.
4. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
5. Package and deliver meals in a safe and sanitary manner.
6. Deliver meals directly to an individual, i.e., not left on doorsteps, mailboxes, or porches.
7. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the monthly menu at least one week in advance.
8. Obtain the client's or authorized signature and date for each meal delivered and maintain the signatures in a central file.
9. Document in the individual's service log the number of meals received each month.
10. Maintain record/log of the number of meals delivered each month to each participant.
11. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery.
12. Refer all individuals for appropriate action who present additional medical or social problems during the course of service delivery.
13. Prepare then chill/freeze meals for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the participant's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
14. Provide a frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that:
 1. The meal, its menu, and its preparation meet all the required standards;
 2. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s); and

3. If an individual is to receive more than one frozen meal per delivery, that the reason for receiving delivery of multiple meals is documented in the individual's case record.
15. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus must be approved by a RD, Nutritionist, DTR, or CDM.
16. Review food service expenditures in order to further cost effective management.
17. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
18. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual, Chapter 3190, as may be amended.
19. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or greater are referred to a healthcare professional for nutrition-related counseling.

20.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of leftovers.
2. Ensure that all food handlers complete a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety;
4. Train meal delivery staff in communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery. This evaluation is considered a wellness check.
5. Document staff training in personnel files.

20.3.4

Nutrition Education

1. Provide to home delivered meal participants the printed nutrition education materials two times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 1. dietary guidelines for older adults
 2. modified meals and chronic disease
 3. food and drug interaction
 4. physical fitness health information as it relates to nutrition
 5. meal planning and preparation
 6. budgeting, shopping
 7. sanitation
3. Ensure that materials provided to participants allow for participant choices to achieve optimal nutritional health and remain independent in their homes and communities.
4. Ensure that nutrition information provided to participants is backed by credible research, such as but limited to: The American Dietetic Association, United State

Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

- 20.4 Licensure/Certification Requirements** – The Contractor shall:
 - 20.4.1 Ensure that Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
 - 20.4.2 Ensure that Nutritionists hold a Bachelor’s or Master’s degree in food and nutrition.
 - 20.4.3 Ensure that Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who meet continuing education requirements and are in good standing with the Board.
 - 20.4.4 Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.

- 20.5 Performance Measure**
 - 20.5.1 Number of home delivered meals served annually
 - 20.5.2 Percentage of Home Delivered Meal clients who experienced socialization at least 2 times per week.

- 20.6 Reporting Unit**
 - 20.6.1 One unit of service equals one meal.

AREA AGENCY ON AGING, REGION ONE, INCORPORATED
SERVICE SPECIFICATIONS

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals. Client eligibility shall be the sole discretion of the Area Agency and designated case management units.
- c. Within the parameters of the contract, Contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals and the specific need for more than one meal per day shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. ADDITIONAL DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

3. SERVICE TASKS

The provider is responsible for transporting meals to clients based on the service authorization. The provider shall comply with the following requirements when delivering meals:

a. Delivery of Home Delivered Meals

- i. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- ii. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- iii. Two (2) references from persons other than family members must be contacted for newly hired home delivered meal employees and newly recruited volunteers for delivery of home delivered meals. Documentation of contacts must be kept on file.
- iv. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 1. social needs of the homebound client;
 2. development of observation of skills necessary to detect changes in client functioning or status;
 3. appropriate methods of interacting with homebound clients;
 4. appropriate responses to client medical emergencies;
 5. methods of reporting changes in client's physical/mental status;
 6. methods for reporting barriers to service delivery; and
 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- v. A review must be conducted at least monthly by staff and/or delivery coordinator of the client status, routes (including time and distance) delivery specifications, compliance, and changes, and other home delivered meal services.

b. Client Signatures

- i. All clients must sign for the receipt of each home delivered meal.
- ii. If a client is unable to sign his/her name, then an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.

c. Meal Delivery

- i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
- ii. A route sheet shall be used daily to document all clients' names, addresses, diet of meal, drink delivered, signature, and any special delivery instructions.
- iii. Delivery of the meal must be made directly to the client..
- iv. Delivery person will provide assistance, if needed, in opening the meal containers.
- v. Delivery staff will allow for time in the home to inquire as to the well being and health of the client.
 - 1. The delivery staff must report all changes in client's mental or physical status to the senior center staff.
 - 2. The senior center staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
- vi. If the client is not home to receive the meal, the meal must be returned to the senior center.
- d. Non-Provision of Service Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the Contractor through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. All home delivered meal operations must be conducted using the Pharos™ software.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. HDM Master List
 - ii. Program Report
 - iii. Financial Statement

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

28.0 MULTIPURPOSE CENTER OPERATIONS

28.1 Purpose Statement

28.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

28.2 Service Description

28.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

28.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

28.2.3 Activities and services are planned based on the participant's needs and preferences.

28.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to, chair exercises, aerobics, balance exercises, yoga, and Tai Chi.
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos
4. Other educational and recreational activities such as gardening, computer training, dancing
5. Outreach to the community on the available programs and services.
6. Assistance and information for available services such as housing, transportation, and legal services

28.2.5 Centers that serve as nutrition sites provide meals that meet 1/3 of the Dietary Reference Intakes.

28.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

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28.3 Service Requirements – The Contractor shall provide:

28.3.1 Operations

1. Provide services to meet the cultural and language needs of those being served.
2. Employ bilingual staff in centers whose participants have limited English proficiency
3. Maintain records (e.g., client participation, financial, staffing, activities).
4. Establish and post a contribution policy for services.
5. Train staff on services related to the elderly.
6. Establish and maintain project/site councils.
7. Involve participants in program planning and implementation.

28.3.2 Information on available services

1. Maintain and update a resource file of currently available services and resource referrals.
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

- 28.3.3 Referral and assistance in accessing the services.
1. Assess/determine the services needed by individuals and groups.
 2. Contact agencies providing the identified services.
 3. Provide/arrange for transportation of individuals and groups to services when necessary.
 4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
 5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.
- 28.3.4 Outreach
1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
 2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
 3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.
- 28.3.5 Education
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
 4. Develop and maintain on-going physical activity programs.
 5. Coordinate with local community resources to provide health screening and health risk assessments.
 6. Provide training on the self-management of chronic conditions.
 7. Develop and distribute a monthly calendar for educational activities.
- 28.3.6 Volunteer Opportunities
1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
 2. Develop a volunteer recruitment system.
 3. Provide job descriptions for volunteers.
 4. Provide training for volunteers.
- 28.3.7 Recreational Activities
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
 2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.
- 28.3.8 Intergenerational Programs
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 28.4 Licensure/Certification Requirements**
- 28.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 28.5 Performances Measure**
- 28.5.1 Participants needs and preferences will be met at least 90% of the time as measured through client satisfaction surveys conducted annually.
- 28.6 Reporting Unit**
- 28.6.1 One unit of service equals 60 minutes of service time.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY *SCOPE OF WORK*

Multipurpose Center Operations Service Cluster

41.0 SOCIALIZATION AND RECREATION

41.1 Purpose Statement

41.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

41.2 Service Description

41.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

41.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

41.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

41.2.4 The service may include physical activities such as chair exercises, balance exercises, dancing, and walking; developmental activities such as writing, drawing, reading, crafts, and sewing; emotional activities such as support groups and discussions; cognitive activities such as games, and puzzles that promote memory and thinking; and social activities such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

41.2.5 Services include a variety of individual and group activities.

41.2.6 Target Population – The Contractor shall provide services in accordance with Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

41.3 Service Requirements – The Contractor shall provide one or more of the following:

41.3.1 Assess the preferences and needs of the participants individually and/or as a group.

41.3.2 Develop and implement an activity plan in conjunction with the program participants.

41.3.3 Establish and maintain working relationships with community resources.

41.3.4 Utilize community resources for the provision of services.

41.3.5 Provide training and instruction in techniques necessary for individuals to participate in program activities and to independently choose and perform a variety of leisure-time activities.

41.3.6 Actively enlist participation of individuals in the service.

41.3.7 Provide a variety of recreational activities.

41.3.8 Document those activities in which the individual participated.

41.3.9 Providing training to paid and volunteer staff.

41.3.10 Solicit input from Site Councils, where available.

41.4 Performances Measure

41.4.1 Number of participants attending recreational activities.

41.5 Reporting Unit

41.5.1 One unit of service equals 60 minutes of staff time.

AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. ADDITIONAL REPORTING UNIT DEFINITIONS

- a. A unit shall also be one activity in the categories of health promotion and exercise.
- b. The staff reporting time is limited to the following categories:
 - i. Program Planning
 - ii. Conducting Activities
 - iii. Providing Social Services
 - iv. Conducting Outreach
 - v. Volunteer Coordination to include recruitment, supervision, recognition
 - vi. Staff Training provided to Contractor staff / volunteers
 - vii. Continuing Education for staff / volunteers

2. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

3. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. All health promotion and exercise sessions must be reported using the Pharos™ software.
- b. Reports and documentation must be reported as follows:
 - i. Program Report for Activities
 - ii. Program Report for MCO Units
 - iii. Calendar of Activities
 - iv. Financial Statement

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SCOPE OF WORK

19.0 GENERAL TRANSPORTATION

19.1 Purpose Statement

19.1.1 The service helps to assist older individuals and individuals with disabilities to maintain their independence and avoid costly and unwanted placement in a care facility by providing access to services.

19.2 Service Description

19.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

19.2.2 The service includes the arrangement/provision of transportation services which may include the use of a bus or van.

19.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

19.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

19.2.5 Services may include the transport of groups to activities such as recreational, educational or community events.

19.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

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19.3 Service Requirements – The Contractor shall:

19.3.1 Ensure the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

19.3.2 Ensure the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

19.3.3 Maintain logs of maintenance completed on all vehicles used for the transportation of clients.

19.3.4 Ensure that drivers, including volunteers, carry required identification.

19.3.5 Provide training to drivers that includes instructing drivers how to assist individuals entering and exiting vehicles, handling emergencies, safe driving, vehicle safety, and disease specific training (e.g., Alzheimer's, Parkinson's, and Diabetes).

19.3.6 Ensure protection of the client's physical, emotional and mental well-being while using this service.

19.3.7 Provide information to individuals on accessing the transportation service.

19.3.8 Arrange transportation for individuals -

1. Make arrangements for transportation through public or private transportation methods.
2. Determine, with the individual and/or significant others, a plan for providing transportation.
3. Ensure that drivers are physically capable and carry identification, when transportation is provided by a volunteer.

19.3.9 Provide transportation for individuals

1. Transport individuals from one location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.)

2. Ensure that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle.
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs.
4. Record services delivered to each individual.
5. Adhere to time schedules.

19.4 Licensure/Certification Requirements – The Contractor shall:

- 19.4.1 Ensure that vehicles used for the transportation of clients meet federal, state and local safety and maintenance standards.
- 19.4.2 Ensure that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator’s or Commercial Driver’s License.
- 19.4.3 Ensure that the vehicle in which transportation is provided has a valid Arizona license plate and, at a minimum, the required level of liability insurance.
- 19.4.4 Ensure that individuals providing transportation services have the expertise in safety standards to perform their tasks which may include training in CPR and first aid.
- 19.4.5 Pass a physical prior to providing transportation service to clients and pass a physical at least every two years.

19.5 Performance Measure

- 19.5.1 Number of one-way trips annually.

19.6 Reporting Unit

- 19.6.1 One unit of service equals one trip per person one way.

AREA AGENCY ON AGING, REGION ONE INCORPORATED
SERVICE SPECIFICATIONS

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. The vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. Staff/volunteers shall be trained in the following areas:
 - i. CPR and First Aid and additional training on response for emergency situations;
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment;
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare;
 - iv. response protocol for emergency or urgent situations;
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors
- c. Annually the Contract shall submit,
 - i. the boundaries for service, listing all senior centers served, and
- d. Service will be available to eligible riders to coincide with senior centers and adult day centers within the service area. The Area Agency on Aging reserves the right to change the hours of service within thirty (30) days written notice.
- e. Client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled. All such persons in Maricopa County are eligible for this service.
- f. The drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the Contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- g. The maximum in-vehicle ride time for ambulatory riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- h. All drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- i. All equipment used in the program must be kept clean and be cleaned regularly.
- j. The contractor must provide communications equipment for every vehicle used in the provision of this service.
- k. Smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- l. Contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- m. Vehicle Maintenance
 - i. Contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.

- ii. Vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
- iii. Vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the Contractor. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. Reports and documentation must be reported as follows:
 - i. Program Report
 - ii. Financial Statement
 - iii. Quarterly Outreach Report

Contractor Experience, Methodology & Qualifications

As submitted via 2009 Request for Proposals

CONGREGATE MEALS

A. Identify the number of meals, by site, served, projected, and proposed.

SITE	FY	FY PROJECTED	PROPOSED	
	2006	2007	2008	2009
Avondale	11,715	9,041	9,134	10,000
Cashion	3,856	3,686	2,001	3,000
Total	15,571	12,727	11,135	13,000

B. Identify the innovative practices implemented or planned for implementation to attract new participants.

As a result of the declining participation in the congregate meal program the City of Avondale is planning to implement a marketing plan which will help us to identify why the attendance has decreased at both our centers. We are working on surveys for seniors in nearby neighborhoods to identify reasons seniors are not attending our centers. During the current fiscal year, we have updated the look of our centers by painting the center, installing new flooring and adding new supplies and equipment.

The Senior Division is also working with the Community Relations Department in the city to publicize senior center events, screenings and activities. We are also working in partnership with our Healthy Avondale Division to schedule more health related speakers and screenings. We are constantly looking for ways to update our website to make it more attractive to the senior population and we are attending many city sponsored events where we are handing out information on our programs. In the last recreation brochure (December-March), the senior programs were the focus of the issue. After the brochure came out we received an increase in inquiries by 25% - many came from adults who were living with their parents and were looking for activities to help keep their parents active.

C. Describe the organization's process for quality assurance, participant satisfaction, and provide results from most recent participant satisfaction survey.

Seniors who participate in the Congregate Meal program are surveyed annually and asked informally about their level of satisfaction with the quality of meals served. Changes are constantly being made to reflect this feedback. When the six week menus are developed, the staff shares information about upcoming events and asks for participant ideas for the new menus. In addition to senior suggestions and staff ideas, creative ways to incorporate nutritional requirements are researched.

Survey Results – Sept. 2007

27% of seniors eat at the center 3 times a week

25% of seniors eat at the center 5 times a week

18% of seniors eat at the center 2 times a week

The top 5 entrees enjoyed most: Meat Loaf, Pork Chops, Fish, Pot Roast, BBQ Chicken

The top 5 vegetables enjoyed most: Baked Potato, Broccoli, Corn, Potato Salad, Sliced Tomatoes

The top 5 fruits enjoyed most: Bananas, Cantaloupe, Peaches, Strawberries, Pears

The top 3 entrees to remove from the menu: Menudo, Posole, Macaroni and Cheese

The top 3 vegetables to remove from the menu: Refried Beans, Beets, Mixed Vegetables

The top fruit to remove from the menu: Applesauce

The top 3 entrees to add to the menu: Pizza, Fried Chicken, Sandwiches

D. Describe the participant outcomes that are currently being measured and summarize the results.

When each person signs up in our program, they are required to fill out a Nutritional Health Survey. We also have our participants complete this survey every six months and starting in 2008, we will be using the data we collect from the surveys to determine what nutritional education we will need to do in our programs. Another outcome measure is the attendance in the Congregate Meal Program. As indicated in

the numbers of meals served above, this number has fluctuated over the past several years. In 2007 attendance started decreasing for our centers. We had several seniors who moved from our service area, became ill and passed away. Menu satisfaction is measured through feedback from participating seniors and from those seniors who serve on the Senior Site Council. We are also participating in the Matter of Balance and Chronic Disease programs and will be using the outcomes of these programs to identify the effectiveness of fall prevention and managing chronic diseases for our participants. We have had five seniors participate in the POMP survey to find out the effectiveness of our senior center on their lives.

E. Identify per meal average contribution:

FY	FY	CURRENT	PROPOSED
2006	2007	2008	2009
\$.56	\$.71	\$.63	\$.58

F. Describe the specific strategies planned to encourage contributions and to ensure that the process is both voluntary and confidential for the participant.

Each new senior is given a welcome packet which explains the senior center policies and procedures, including how the contributions work. Monthly announcements are made encouraging seniors to contribute. To maintain the confidentiality of the contributions, seniors can place their money in a locked and opaque box. They may also use a provided envelop to place their contribution in before placing it in the locked box. Contributions are not recorded by participant. Information about contributions is posted on our website and in the monthly newsletter that is distributed to approximately 150 seniors.

G. Describe the following menu protocols:

1. How are participants involved in the menu planning process

Periodic surveys are made of participating seniors to gauge satisfaction with the food service. Members of the Senior Site Council review the six week menus before they are submitted to AAA.

2. Cultural diversity/preference is incorporated into the menu planning process

Based on the feedback received from the surveys, cultural diversity/preference is incorporated into the planning process. In 2007, the seniors wanted to add oriental style food into the menus and we have tried to incorporate that at least monthly. The seniors also wanted to see a decrease in the amount of Mexican food being served and we have decreased the amount to once every two weeks.

3. Innovative menus and meal options

The seniors are asked to bring in their favorite recipes to incorporate into our six week cycle so we are always adding new options to our menus. We are also tying in our menus to the different activities we are planning with our Multipurpose Center Operations (like Mardi Gras, St. Patrick's Day, etc.) Staff is also developing networks with other centers to gain ideas of the different meals being served across the valley and trying to incorporate them into our system. Professional dieticians review the menu and meal preparation procedures and make suggestions and recommendations.

H. Outline the FY 2009 training for food service staff and volunteers.

First Quarter – Portion Distortion, Food Safety, Personal Hygiene

Second Quarter – Receiving & Storage, Preparation, Cooking & Serving

Third Quarter – Cleaning & Sanitizing, Forborne Micro-organisms

Fourth Quarter – CPR/First Aid, Emergency Preparedness

I. Describe how volunteers are recruited, managed, and the positions/tasks they perform.

The main source of volunteers in the Congregate Meal program is the participating seniors themselves. All volunteers are managed by the senior center staff and follow the City of Avondale's policies and

procedures. Tasks volunteers perform include: leading an Arts & Craft session, calling Bingo, leading group exercises/walking activities, serving as a food service worker where they may assist with the commodity food and food box programs, preparing meals for the Congregate and Home Delivered Meal programs, serving as a greeter to the center and decorating for special events.

J. Describe the organization's community/state emergency disaster plan or development of an emergency disaster plan and staff training.

This emergency plan has been created to prevent or minimize the impact of emergency interruptions in services to the senior program in Avondale. For communication purposes in an emergency, a listing of home and cell telephone numbers of all senior center staff has been prepared and is updated regularly. This listing is readily available to the Recreation Coordinator and senior program staff. In the event an emergency renders a site(s) and/or kitchen(s) inaccessible, the Recreation Coordinator will contact staff for emergency assignments.

Staff should implement the following emergency measures:

- All kitchen sites will have one week's worth of non-perishable food and water on hand at all time. This food will be rotated out on a regular basis.
- Ensure that a minimum of **Three days emergency menu with supplies on hand for implementation* at all times at each kitchen site. In the event that a kitchen site is unable to heat and serve its stock of frozen meals when needed, the meals can be transported to another kitchen site to be heated and delivered.
- Contact provider kitchen if quantity of food delivered is not in accordance with the order placed for the number of clients to be served. Staff may:
 - Request substitute food approved by the Registered Dietician from the providing kitchen, in the event menu food items are delivered in spoiled condition.
 - Contact coordinator for permission to purchase food at a restaurant. Select one that delivers, if possible. Check with the Dietician to make sure the meal will meet nutritional requirements.
- Activate an appropriate combination of the following steps, with supervisory direction, when a power failure occurs at a senior center meal site:
 - Keep doors on refrigerated equipment closed to maintain cold
 - Notify alternative site of expected surge in client participation status, and notify provider kitchen if participants (provide number, if possible) will be attending an alternate site due to closure of center
 - Contact transportation providers and notify them of Senior Center closure and, if applicable, possible attendance at alternative site and to transport seniors' home or alternative site if they have already arrived.
 - Post a sign outside the center with notice of closure and alternative site.
 - Cancel scheduled outside speakers or presenters
- Activate an appropriate combination of the following steps, with supervisory direction, when inclement weather or other conditions prevents delivery of prepared meals to the site:
 - Purchase food at a restaurant; Select one that delivers, if possible. Check with the Dietician to make sure the meal will meet nutritional requirements.
 - Contact local fraternal groups who have a kitchen to see if it may be used to prepare meals. Also contact the Red Cross to see if their mobile kitchen unit may be used in this emergency.
 - Follow the training guidelines provided to staff regarding the emergency feeding plan
 - Document and file the state of the emergency and the corrective action taken.

K. Identify the two quarterly nutrition education programs planned for FY 2009.

First Quarter – Basics to Good Nutrition, The Importance of Hydration

Second Quarter – Understanding Food Labeling, Cholesterol (the good & the bad)

Third Quarter – Portion Distortion & Fast Food Habits

Fourth Quarter – Cancer: Healthy Eating, How to Plan a Balanced Menu

Contractor Experience, Methodology & Qualifications

As submitted via 2009 Request for Proposals

HOME DELIVERED MEALS

I. MEAL PREPARATION

A. Describe the organization's process for quality assurance, participant satisfaction, and provide results from most recent participant satisfaction survey.

Several procedures are used to ensure quality assurance and customer satisfaction for the seniors who receive Home Delivered Meals. Seniors are surveyed to discover their level of satisfaction with the quality and variety of meals. Each quarter a staff member goes on each of the routes to speak with participants and ensure they are satisfied with the meal service. Several items have been dropped from the menu due to feedback that these items did not travel or reheat well.

Staff actions to assure the quality of meal preparation, food recipes and cooking methods include: following recommendations and guidelines from the AAA dietician, making sure the requirements from the Environmental Services Department are followed and strive for a gold rating, checking food at the time of delivery to ensure it is of the highest quality. Staff also selects recipes that are healthy, good tasting to the seniors and are attractive additions to the menu.

Survey Results – Sept. 2007

Average Age of Home Delivered Meal Recipient – 78

Average Meals Received per week – 4

The top 5 entrees enjoyed most: Meat Loaf, Pork Chops, BBQ Chicken, Aztec Casserole, Chicken, Rice & Broccoli Casserole

The top 5 vegetables enjoyed most: Coleslaw, Sweet Potatoes, Mashed Potatoes, Green Beans, Sliced Tomatoes

The top 5 fruits enjoyed most: Bananas, Cantaloupe, Peaches, Oranges, Pears

The top 3 entrees to remove from the menu: Menudo, Tuna, Macaroni and Cheese

The top 3 vegetables to remove from the menu: Refried Beans, Spinach, Oven Fries

The top fruit to remove from the menu: Mandarin Oranges

The top 2 entrees to add to the menu: Pizza, Swedish Meatballs

B. Describe the menu planning process for the following:

1. How clients are involved

The same kitchen staff which prepares the Congregate Meals prepares the meals for the Home Delivered Meal program. The demographics of both groups are comparable and generally suggestions from the Congregate Meal group matches those made by the Home Delivered Meal Clients. When staff visits with the recipients of the home delivered meals they ask for suggestions for menu changes and if the meals received are satisfactory.

2. How cultural diversity/preference is implemented

When staff goes on the Home Delivered Meal routes one of the questions asked pertains to the cultural preferences of the client is being met and changes are made if indicated.

C. Identify the current average daily meals as follows:

	FY	FY	PROJECTED	PROPOSED
SITE	2006	2007	FY 2008	FY2009
HDM	60	70	79	91

D. Describe the specific strategies planned to encourage SAIL client contributions.

SAIL members are first encouraged to contribute by the SAIL case managers. During meetings we have with case managers we remind them of the importance of client contributions to the

Home Delivered Meal Program. When we receive the Service Authorization Forms staff contacts the seniors to let them know about the program details including the opportunity to contribute. Staff sends a welcome letter to each participant with information about contributing. Information about contributions is also posted on our website and in the monthly newsletter that is distributed to approximately 100 homebound seniors. Each quarter we send out flyers to our participants reminding them of the importance of client contributions. Our drivers also hand out envelopes every month to encourage contributions. Contributions from the SAIL program are decreasing due to the variety of assistance programs available to the seniors.

E. Identify the SAIL client per meal average contribution:

FY	FY	CURRENT	PROPOSED
2006	2007	FY2008	FY2009
\$. 51	\$.38	\$.13	\$.52

F. Identify the agency’s operation / staffing to ensure case management communication and action Monday to Friday, 8am to 5pm.

The Home Delivered Meals are prepared in the same kitchen which provides the meals for the Congregate Meal program. Staff is available for seniors and case managers, Monday-Friday, 8:00 a.m. to 5:00 p.m. to handle any communication or action. The City of Avondale has one primary position that is responsible for coordinating with all case managers and several staff who are cross trained so there is a seamless service for all participants.

G. Describe the organization’s community/state emergency disaster plan or development of an emergency disaster plan and staff training.

This emergency plan has been created to prevent or minimize the impact of emergency interruptions in services to the senior program in Avondale. For communication purposes in an emergency, a listing of home and cell telephone numbers of all senior center staff has been prepared and is updated regularly. This listing is readily available to the Recreation Coordinator and senior program staff. In the event an emergency renders a site(s) and/or kitchen(s) inaccessible, the Recreation Coordinator will contact staff for emergency assignments.

Staff should implement the following emergency measures:

- All kitchen sites will have one week’s worth of non-perishable food and water on hand at all time. This food will be rotated out on a regular basis.
- Ensure that a minimum of **Three days emergency menu with supplies on hand for implementation* at all times at each kitchen site. In the event that a kitchen site is unable to heat and serve its stock of frozen meals when needed, the meals can be transported to another kitchen site to be heated and delivered.
- Contact provider kitchen if quantity of food delivered is not in accordance with the order placed for the number of clients to be served. Staff may:
 - Request substitute food approved by the Registered Dietician from the providing kitchen, in the event menu food items are delivered in spoiled condition or unplanned food shortages occur.
 - Contact coordinator for permission to purchase food at a restaurant. Select one that delivers, if possible. Check with the Dietician to make sure the meal will meet nutritional requirements.
- Activate an appropriate combination of the following steps, with supervisory direction, when a power failure occurs at a senior center meal site:
 - Notify clients that meals will be late
 - Contact transportation providers and notify them emergency procedures will be followed for the delivery of meals
 - Keep doors on refrigerated equipment closed to maintain cold
 - Notify vendors to postpone or relocate deliveries

- Use an alternative kitchen to prepare food
- Contact local fraternal groups who have a kitchen to see if it may be used to prepare meals. Also contact the Red Cross to see if their mobile kitchen unit may be used in this emergency.
- Relocate staff, supplies needed and if necessary, food to facilitate preparation and delivery of food.
- Check with supervisor for permission to purchase food at a local restaurant
- Activate an appropriate combination of the following steps, with supervisory direction, when inclement weather or other conditions prevents delivery of prepared meals to the site:
 - Notify at-risk clients that meal will be late
 - Arrange for delivery in high profile vehicle
 - Deliver regularly scheduled meal plus one frozen meal to each client in the event meal delivery is not or may not be possible the next day.
 - Provide up to date delivery route book to relief driver(s)
 - Use an alternative kitchen to prepare food
 - Contact local fraternal groups who have a kitchen to see if it may be used to prepare meals. Also contact the Red Cross to see if their mobile kitchen unit may be used in this emergency.
 - Relocate staff, supplies needed and if necessary, food to facilitate preparation and delivery of food.
 - Follow the training guidelines provided to staff regarding the emergency feeding plan
 - Document and file the state of the emergency and the corrective action taken.

Emergency Procedures for Clients

- Develop and maintain a list of the most vulnerable homebound elderly, specifically including those who depend on electrically-operated medical equipment, are living alone, have no car, and/or have no telephone. This list needs to be updated regularly as clients cases are opened and closed.
- Prepare and distribute information for homebound clients, to be distributed regularly (Monthly or quarterly), recommending that clients stock up on shelf stable food and water to have on hand in case of emergencies.
- Urge those who depend on electrically-operated equipment to register with their electric utility companies. Provide them with the appropriate telephone numbers to accomplish this registration.
- Provide center phone numbers on all written communications for the center to homebound clients. Also provide them with numbers to call in case of emergency (if different from 911).

H. Identify the two quarterly nutrition education programs planned for FY 2009.

First Quarter – Basics to Good Nutrition, The Importance of Hydration

Second Quarter – Understanding Food Labeling, Cholesterol (the good & the bad)

Third Quarter – Portion Distortion & Fast Food Habits

Fourth Quarter – Cancer: Healthy Eating, How to Plan a Balanced Menu

We will send informational flyers and brochures out each quarter to the case managers and clients.

I. List training programs for staff and volunteers:

1. New staff orientation and competency

The City of Avondale provides a comprehensive new employee training which covers the policies and procedures of the city and is mandated for new staff.

2. Conducted/planned for FY 2008

Defensive Driver Training
City of Avondale Annual Training (Section on Recognizing Terrorist Activity)
Food Safety Training
Personal Hygiene
Fire Extinguisher Training
CPR/First Aid

3. Planned for FY 2009

Home Delivered Meal Training
 Social Needs of the Homebound Client
 Observation Skills
 Methods of Interacting with Homebound Clients
 Responding to Medical Emergencies
 Reporting Changes in Clients physical/mental status
 Reporting Barriers to Service Delivery
 Contribution Procedures
Defensive Driver Training (required annually by City of Avondale)
City of Avondale Annual Training
Emergency Preparedness
Fire Extinguisher Training (required annually by City of Avondale)

J. If applicable, identify the rate structure regarding the agency's private pay or subsidized home delivered meal program.

Private Pay Home Delivered Meal participants are charged five dollars per meal. Information on the availability of this service is included in general program publicity. Our work in providing support and education to caregivers has been helpful in advertising this service. Meals that are provided to private pay participants are delivered in the same way and meet the same standards as in the subsidized Home Delivered Meal service.

II. DELIVERY OF HOME DELIVERED MEALS

A. Describe the organization's process for quality assurance in the following areas:

1. Welfare checks

Each time a meal is delivered the driver has the opportunity to interact with the participant and evaluate the well being of that person. When the client is not at home, our drivers fill out a delivery notification card that lets the client know we stopped by to deliver their meal. On the card we notate the date, the time we arrived to deliver the meal, the driver's signature and the number to contact to cancel their meal. If a client fails to call to cancel a meal on 2 consecutive days, we will suspend meals until we hear from the case manager. When the drivers come back from their routes, they let the Home Delivered Meal Specialist know which clients were left cards, as well as notating the information on the route signature sheets.

2. Reporting client concerns or changes in condition

If the City of Avondale driver suspects a problem, the driver reports the problem to the Avondale senior staff. Follow-up is conducted by staff and if the senior has a case manager, he is notified. The family member or emergency contact is also notified of the problem.

3. Responding to urgent or emergency situations

If a driver encounters an emergency situation, the driver would call 911 if appropriate and then report the incident as mandated by the procedures described in number two above.

4. Obtaining client signatures

Van drivers are required to get the signature of the client when the meal is received. If this is not possible, prior arrangements must be made with HDM staff for someone else to sign for the meal. When there are continued problems in getting a particular signature, a staff member from the HDM program will visit the home and assess the situation. HDM program staff verifies the signature obtained by the drivers each day.

B. Describe the emergency plans to ensure that clients receive a meal when staff or vehicle(s) are unavailable.

The City of Avondale provides a van, as well as leasing a vehicle from Area Agency on Aging and drivers for the routes for the Home Delivered Meal program. There are a number of vehicles and staff available to deliver the meals when necessary. The City of Avondale has extra vehicles which may be available for meal delivery, along with additional staff that can help deliver meals.

C. Describe methods to ensure that rural geographic areas of the PSA are served. If any area is not currently receiving daily delivery identify why and plans to implement daily delivery.

When requests for service from the Home Delivered Meal program are received the geographic location of the home is considered when the request is assigned to a van route. Keeping the delivery time within standards is critical in assigning deliveries to vans.

Contractor Experience, Methodology & Qualifications

As submitted via 2009 Request for Proposals

MULTIPURPOSE CENTER OPERATIONS

A. List the steps taken to welcome and orient new / potential participants to the senior center.

New and potential participants are welcomed to the center by the senior center staff and volunteers. Upon entering the center, a greeter's desk is in a prominent location and staff is available to answer any questions. Each inquiry is provided with a welcome packet that includes information on the center's policies and procedures, hours of operations, contact numbers, contribution guidelines, application forms, volunteer opportunities and the monthly newsletter and menu. Tours of the facility are provided and staff makes introductions of new and potential participants. Staff completes the necessary registration information and checks it for accuracy. New participants are assigned "buddies" for the first few days to help them feel welcomed and to orient them to the senior program.

**B. Identify and describe programs/activities offered to meet required standards:
(Exercise 1 per week, Health Promotion 2 per month, Social/Recreation daily)**

<i>EXERCISE</i>	FREQUENCY		CURRENT AVERAGE	
	PER MONTH	DURATION	DURATION	ATTENDANCE
Walking	8	30 min		6
Chair Exercises	8	30 min		12
Tai Chi	4	30 min		6
Line Dancing	1	30 min		10

<i>HEALTH PROMOTION</i>	FREQUENCY		CURRENT AVERAGE	
	PER YR	DURATION	DURATION	ATTENDANCE
Cholesterol	2	60 min		40
Parkinson's Disease	1	60 min		40
Signs of Stroke/Heart Attack	2	60 min		40
Diabetes	3	60 min		40
Osteoporosis	3	60 min		40
Nutrition	4	60 min		40
Cancer	2	60 min		40
Medication Review (not Basha's)	4	60 min		40
Mental Illness	1	60 min		40
Memory Screening	1	60 min		40
Alzheimer's Presentation	2	60 min		40
Arthritis	2	60 min		40
Valley Fever	1	60 min		40
Flu & Pneumonia Vaccinations	1	60 min		40
Pain Management	2	60 min		40
Sleep Disorders	1	60 min		40
Stress Management	1	60 min		40
Atherosclerosis	1	60 min		40

<i>SOCIAL/RECREATION</i>	FREQUENCY		CURRENT AVERAGE	
	PER YR	DURATIO N	DURATION	ATTENDANCE
Holiday Parties	14		60 min	60
Birthday Parties	12		2 hours	60
Day Outings	30		4-8 hours	60
Movies	12		2 hours	60
Arts & Crafts	80		1 hour	20
Special Events	4		4 hours	60

Guest Speakers	50	1 hour	40
Club Activities	80	1 hour	40

C. Identify the services provided through the senior center

<i>SOCIAL SERVICES</i>	FREQUENCY		CURRENT AVERAGE
	PER	DURATIO	ATTENDANCE
	YR	N	
Weatherization	12	60 min	5
Emergency Home Repair	12	60 min	5
Taxes	4	60 min	5
Emergency Food Box	12	60 min	5
Food Assistance Programs	12	60 min	5
Home Visits/Case Management	12	60 min	5
Paperwork Assistance	12	60 min	5

<i>SUPPORT GROUPS</i>	FREQUENCY		CURRENT AVERAGE
	PER	DURATIO	ATTENDANCE
	YR	N	
Overeater's Anonymous	12	60 min	2
Caregiver's Support Group	12	60 min	5
Grief to Hope	12	60 min	5
Alzheimer's Support Group	12	60 min	5

<i>INTERGENERATIONAL</i>	FREQUENCY		CURRENT AVERAGE
	PER YR	DURATIO	ATTENDANCE
		N	
Garden Project	2	60 min	5
Grandparent/Grandchild Camp	2	1 week	10
Tutoring w/ Students	9	60 min	8

<i>COMMUNITY PROGRAMS</i>	FREQUENCY		CURRENT AVERAGE
	PER	DURATIO	ATTENDANCE
	YR	N	
Brown Bag Medication	2	4 hours	30
Sun Health Speakers Bureau	12	1 hour	40
AZ Health Links	12	1 hour	40
Secure Horizons	52	30 min	40
St. Mary's Food Bank	12	1 hour	40

D. Identify marketing and promotional efforts specifically to increase participation in social services and recreation programs provided at the senior center.

As a result of the declining participation in the congregate meal program the City of Avondale is planning to implement a marketing plan which will help us to identify why the attendance has decreased at both our centers. We are working on surveys for seniors in nearby neighborhoods to identify reasons seniors are not attending our centers. During the current fiscal year, we have updated the look of our centers by painting the center, installing new flooring and adding new supplies and equipment.

The Senior Division is also working with the Community Relations Department in the city to publicize senior center events, screenings and activities. We are also working in partnership with our Healthy Avondale Division to schedule more health related speakers and screenings. We are constantly looking for ways to update our website to make it more attractive to the senior population and we are attending many city sponsored events where we are handing out information on our programs. In the last recreation brochure (December-March), the senior programs were the focus of the issue. After the

brochure came out we received an increase in inquiries by 25% - many came from adults who were living with their parents and were looking for activities to help keep their parents active.

E. Describe the organization's process for quality assurance, participant satisfaction, and provide results from most recent participant satisfaction survey.

Seniors who participate in the Multipurpose Center Operations program are surveyed annually and asked informally about their level of satisfaction with the quality of activities, speakers and events held at the center. Changes are constantly being made to reflect this feedback. When the monthly calendars are developed, the staff shares information about upcoming events and asks for participant ideas for new activities. In addition to senior suggestions and staff ideas, creative ways to incorporate new recreation and social activities are researched.

Survey Results – Sept. 2007

52 surveys were completed (in English and Spanish)

An average of 32 people had participated in all activities held at the senior centers during August (the time of the survey)

3 Favorite Activities – Bingo 48%, Outings 37%, Arts & Crafts 29%

3 Activities to Add – Outings 54%, Eating Out 32%, Monthly Dances 28%

3 Guests Speakers Interested in Hearing – General Health 83%, Diabetes 42%, Any 42%

43% would attend an evening or weekend program if made available

F. Describe the development and implementation of the Site Council as follows:

1. Staff Support

The Site Council is active in assisting staff with planning activities and providing menu ideas. The Council meets monthly to provide program input. Each month the Site Council organizes the birthday parties and assists in selecting the movies shown for movie day. Site Council takes an active role in decorating the center for the month, volunteering to help with projects and bringing issues to staff's attention.

2. Training of Site Council officers

In the fall of 2007, all current Site Council members went through a one day training sponsored by the Area Agency on Aging explaining their role as Site Council members and officers. After the elections are held in 2008, the new officers and members will be going through the same one day training so they will understand their new role.

3. Functions / Tasks of current Site Council and planned for FY 2009

The Council plans the fundraising events which allow the seniors to have special events which might otherwise be cost prohibitive. They will continue organizing the birthday parties and providing input for special events sponsored at the centers.

G. Describe the volunteer jobs/tasks, recruitment, placement, retention, and recognition.

The main source of volunteers in the Multipurpose Center Operations program is the participating seniors themselves. All volunteers are managed by the senior center staff and follow the City of Avondale's policies and procedures. Tasks volunteers perform include: leading an Arts & Craft session, calling Bingo, leading group exercises/walking activities, serving as a food service worker where they may assist with the commodity food and food box programs, preparing meals for the Congregate and Home Delivered Meal programs, serving as a greeter to the center and decorating for special events. Volunteer opportunities are listed with the Volunteer Center and announced during the meal time announcements. The biggest source of volunteer recruitment is word of mouth. Each year there is a volunteer recognition event which is organized by the senior program staff.

FACILITY LOCATION

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY INFORMATION Facility / Site Name Address, City, State, Zip Telephone # Fax # (list corporate office, then any site office)	CONTRACTED SERVICES BY SITE	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA (service area by PSA, City(s) & communities or north, south, east, west boundaries)	HOME DELIVERED MEAL SERVICE AREA & SCHEDULE (specific north, south, east, west boundaries)
Avondale Community Center 1007 S. 3 rd Street Avondale, AZ 85323 (623) 333-2420 (623) 333-0270 (fax)	Congregate Meals Multipurpose Ctr Operations Transportation Home Delivered Meals	Mon-Fri 8 am to 5 pm	PSA 2 Avondale, Goodyear and Litchfield Park	Monday – Thursday: Avondale residents Monday, Wednesday, Thursday: Goodyear and Litchfield Park

HOLIDAY OBSERVANCES

A √ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

√	New Years Day	√	Labor Day	Other Holidays:
√	Martin Luther King Day		Columbus Day	
√	President’s Day	√	Veteran’s Day	
	Good Friday	√	Thanksgiving Day(s): #2	
√	Memorial Day	√	Christmas Day(s): #	
√	Independence Day		HOLIDAYS marked are administrative only; services are provided 24/7	

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF AVONDALE

Signature and Date

Charles McClendon
City Manager

CERTIFICATE OF DEBARMENT

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
6. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF AVONDALE

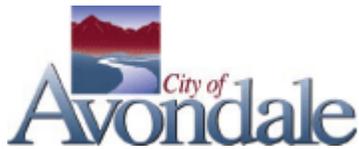
Signature and Date

Charles McClendon
City Manager

COMMUNICATION PAGE
(not an integral page of the Contract)

CITY OF AVONDALE
#2011-05-AVO

6/17/10, 7/14/10, 7/20/10 EMAILED TO: fmccoy@avondale.org
smontague@avondale.org



CITY COUNCIL REPORT

SUBJECT:

Memorandum of Understanding - A New Leaf

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: Kevin Kotsur, Chief of Police (623)333-7201

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a revised Memorandum of Understanding with "A New Leaf" to assign at least one part-time counselor to the Southwest Family Advocacy Center. Under this agreement, "A New Leaf" will provide 28 hours of counseling services per week to victims served at the SWFAC.

BACKGROUND:

Staff is requesting that the City Council approve a revised version of the Memorandum of Understanding with "A New Leaf" to assign a part-time counselor to the Southwest Family Advocacy Center. Under this revised agreement, "A New Leaf" will provide 28 hours of counseling services per week to victims served at the SWFAC effective July 1, 2010, and terminating on June 30, 2011.

DISCUSSION:

On May 3, 2010, Council approved a Memorandum of Understanding for "A New Leaf". The term of the Memorandum was effective February 1, 2010, and terminated on June 30, 2010. This revised version of the Memorandum of Understanding covers FY 2010-2011 and increases the number of counseling hours to 28. Under two grant awards; Victims of Crime Act (VOCA) and Office of Violence against Women (OVW), A New Leaf will provide short-term counseling and other related crime victim advocacy services to SWFAC clients who are victims of crime. These clients include victims of domestic violence, sexual assault or abuse, child abuse or molestation, stalking, elder abuse, adult victims of child abuse and secondary victims.

BUDGETARY IMPACT:

Funding for the therapist is provided by "A New Leaf" through VOCA and OVW grants and there are no financial obligations to the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding with "A New Leaf" to assign a therapist to the SWFAC for a twelve month period effective July 1, 2010, and terminating on June 30, 2011, at no direct cost to the City of Avondale. This therapist will provide counseling services to the victims served at the SWFAC.

ATTACHMENTS:

Click to download

[MOU](#)



Michael T. Hughes, *CEO*

July 02, 2010

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Mike Hutchinson, *Vice President*

Todd Skinner, *Treasurer*

Michael Hough, *Secretary*

City of Avondale

Attn: Charles P. McClendon, City Manager

11465 W. Civic Center Dr.

Avondale, AZ 85323

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Mr. McClendon,

First, thank you very much for your continued support of A New Leaf, Inc. Family Advocacy programs.

Second, please find enclosed a copy of the FY 2010-2011 Memorandum of Understanding between The City of Avondale and A New Leaf, Inc. through the Southwest Family Advocacy Center.

Please feel free to contact me at pwalker@TurnaNewLeaf.org or Stacia Nowinski, VP of Compliance & Contracts, at snowinski@TurnaNewLeaf.org with any questions.

Sincerely,

Pamela Walker
QM Compliance Specialist
A New Leaf, Inc.

CC: Andrew J. McGuire, Esq.
Debra Olson, SWFAC Director

Enclosure:

FY 10-11 MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
A NEW LEAF, INC.**

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is made as of July 5, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), by and through the Southwest Family Advocacy Center (the "SWFAC") and A New Leaf, Inc., a private Arizona non-profit agency, ("A New Leaf") (hereinafter referred to individually as "party" or collectively as "parties").

DESCRIPTION OF PARTIES AND SERVICES

- A. A New Leaf is a non-profit organization committed to being a primary source and leading provider of prevention and rehabilitation services in the areas of domestic violence, homelessness and youth programs. Services include victim advocacy, prevention education, residential treatment and outpatient counseling services, shelter and transitional housing.
- B. A New Leaf has received an Arizona Department of Public Safety grant under the provisions of the Victims of Crime Act of 1984, as amended, to provide individualized, short-term counseling and other related crime victim advocacy services (the "VOCA Grant").
- C. A New Leaf has received an Arizona Department of Health Services grant through the Office of Violence Against Women under the United States Department of Justice, to provide advocacy, accompaniment, crisis intervention, counseling and outreach (the "OVW Grant").
- D. The SWFAC is a multidisciplinary facility developed and funded by the City's, the Town of Buckeye's and the City of Goodyear's police departments, and the SWFAC's purpose is to provide quality investigations of abuse in the most sensitive, appropriate manner to crime victims. The SWFAC staff is a team dedicated to serving victims of domestic violence and sexual abuse, understanding that the community is diverse and that by focusing on the needs of each victim, staff will provide the most comprehensive services possible.
- E. The SWFAC currently provides counseling and other related crime advocacy services to child and adult victims and witnesses in cases of domestic violence, sexual assault, child physical and sexual abuse, neglect, elderly abuse, homicide and drug endangerment. The overall goal of advocacy centers is to ensure that the victims who are entrusted to the centers are not further victimized by the systems that are designed to protect them.

- F. The City has determined that it is necessary to maintain the availability of individualized, short-term counseling and other related crime victim advocacy services for its residents at the SWFAC. Individualized, short-term counseling and other related crime victim advocacy services shall include, without limitation, investigative and prosecutorial support, medical forensic examinations, case management, immediate crisis intervention, individualized, short-term counseling by a designated behavioral health professional or behavioral health technician, prevention and education related programs, as well as community information and referral services.
- F. The SWFAC and A New Leaf wish to enter into this Memorandum and utilize the VOCA Grant and OVV Grant to provide individualized, short-term counseling and other related crime victim advocacy services to SWFAC clients who are victims of crime (the "SWFAC Clients"), which shall include, without limitation, victims of domestic violence or sexual assault or abuse, child abuse or molestation, stalking, elder abuse, assault, adult victims of child abuse and secondary victims (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing description of parties and services, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and A New Leaf hereby agree as follows:

I. ROLES AND RESPONSIBILITIES

A. A New Leaf shall:

- (1) Place at least one (1) Masters Level therapist (the "Therapist") at the SWFAC to provide short-term counseling services. Such Therapist shall meet all requirements of ARIZ. ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law. The Therapist(s), collectively, will provide such services up to 28 hours per week for the duration of this Memorandum. Short-term counseling will consist of up to eight individual sessions plus intake and discharge appointments per client. The Therapist shall conduct all counseling sessions at the SWFAC.
- (2) Ensure that the assigned Therapist will provide one late day of counseling each week. The late day is to be scheduled at the preference of the Therapist.

- (3) Ensure that the assigned Therapist will attend A New Leaf meetings, training, supervision and in-service days as required by A New Leaf and any applicable federal, state or local law.
- (4) Require a bi-monthly clinical supervision meeting for each Therapist assigned to the SWFAC, which supervision meeting shall be conducted by A New Leaf's Clinical Supervisor in order to ensure ongoing clinical support and training for each assigned Therapist. Any Clinical Supervisor assigned by A New Leaf to supervise any Therapist placed at the SWFAC shall meet all requirements of ARIZ. ADMIN. CODE §§ R9-20-204, R9-20-205, and any other applicable federal, state or local law.
- (5) In order to protect the best interests of the SWFAC Clients, the Therapist will review all DSM-IV R diagnostic assessments with the A New Leaf clinical supervisor if the Therapist is not independently licensed. Every effort will be made to avoid diagnosis' that do not serve the best short and long-term interests of the client, without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards.
- (6) The assigned Therapist's client focus will be domestic violence and sexual assault victims; however, the Therapist will also work with other victims of crime as needed.
- (7) Provide a laptop and cell phone for each Therapist to perform his/her duties while at the SWFAC.
- (8) The Therapist may provide crisis intervention during the first appointment as needed and appropriate. Cases will be reviewed at the bi-monthly clinical supervision meetings, or more frequently as needed.
- (9) Counseling sessions will take place in a designated A New Leaf office at the SWFAC located in Goodyear, Arizona. All clients will be given a copy of the applicable "client's rights" and grievance process as required by ARIZ. ADMIN. CODE § R9-20-203.
- (10) At A New Leaf's sole cost and expense, obtain and maintain all licenses required by the Arizona Department of Health Services' Office of Behavioral Health Licensing ("ADHS OBHL") regulations and any other applicable federal, state, or local law for the provision of the Services under this Memorandum.
- (11) The SWFAC Director and A New Leaf's Clinical Supervisor shall meet quarterly, or more frequently as needed, to review this

Memorandum and the services being provided by the Therapist at the SWFAC.

B. The SWFAC shall:

- (1) Provide the Therapist(s) adequate office space at the SWFAC in order to conduct individual counseling sessions for SWFAC clients and to complete the necessary clinical documentation and case management of the SWFAC Clients.
- (2) Provide a lockable file cabinet that will remain in the designated A New Leaf office. Both the office and the file cabinet will remain locked when not in use.
- (3) Provide copier access to the Therapist(s) while at SWFAC.
- (4) Provide each Therapist with a telephone land line with voicemail capabilities while at SWFAC.
- (5) The SWFAC Director and A New Leaf's Clinical Supervisor shall meet quarterly, or more frequently as needed, to review this Memorandum and the services being provided by the Therapist(s) at the SWFAC.

C. Client Requirements

- (1) Counseling sessions are free to SWFAC Clients and are funded through the VOCA Grant and OVV Grant.
- (2) SWFAC Clients who receive services provided by the Therapist must be victims of crime, which shall include, without limitation, domestic violence, sexual assault/abuse, child abuse/molestation, stalking, elder abuse, assault, adult victims of physical and sexual child abuse and secondary victims.
- (3) SWFAC Clients will be required to make contact with the Therapist to schedule an appointment at a mutually suitable time.

II. TERM OF MEMORANDUM, TERMINATION, AMENDMENTS AND CLIENT RECORDS.

- A. This Memorandum shall be effective July 1, 2010 and shall terminate on June 30, 2011.
- B. Either party, in writing, may terminate this Memorandum for any reason in whole, or in part, at any time before the date of expiration. Termination of

this Memorandum will be accomplished by delivering or mailing to the other Party a Notice of Intent to Terminate not less than 30 days prior to the termination date contained in such notice. Such notice shall be mailed to the other Party's contact at the address listed below in this Memorandum.

- C. This Memorandum may be amended at any time upon written, mutual agreement of both parties. No modification to this Memorandum shall be binding upon the SWFAC or A New Leaf unless and until a signed amendment is executed.
- D. All data or communications, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted in connection with this Memorandum or the Services is confidential and privileged information (the "Client Records"). Each Party shall retain such Client Records as it may receive or obtain during the term of this Memorandum in accordance with ARIZ. REV. STAT. §§ 8-409, 13-4430, ARIZ. ADMIN. CODE § R9-20-302 and any other applicable federal, state or local record retention law. In addition, each party shall maintain the Client Records in accordance with its own internal record retention policy and procedure to the extent such policy and procedure does not conflict with any applicable federal, state or local law.
- E. Personal identifying information, financial account information, or restricted SWFAC or A New Leaf information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, both Parties must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.
- F. When personal identifying information, financial account information, or restricted SWFAC or A New Leaf information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- G. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Memorandum or the Services has been compromised, such Party shall notify the other Party and any affected clients.
- H. This Memorandum is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Memorandum without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Memorandum on behalf of the City or any of its departments or

agencies is, at any time while the Memorandum or any extension of the Memorandum is in effect, an employee of any other party to the Memorandum in any capacity or a consultant to any other party of the Memorandum with respect to the subject matter of the Memorandum.

III. INDEMNIFICATION; INSURANCE

A. Indemnification

- (1) A New Leaf shall indemnify, defend, save and hold harmless the SWFAC its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of A New Leaf or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such A New Leaf to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by A New Leaf from and against any and all claims. In consideration of the award of this contract, A New Leaf agrees to waive all rights of subrogation against the Southwest Family Advocacy Center, its officers, officials, agents and employees for losses arising from the work performed by A New Leaf for the SWFAC.
- (2) SWFAC shall indemnify, defend, save and hold harmless A New Leaf, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SWFAC or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such SWFAC to conform to any

federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by SWFAC from and against any and all claims. In consideration of the award of this contract, SWFAC agrees to waive all rights of subrogation against A New Leaf, its officers, officials, agents and employees for losses arising from the work performed at the SWFAC by A New Leaf.

B. Insurance Requirements

- (1) Insurance Required. A New Leaf shall procure and maintain until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by A New Leaf, its agents, representatives, employees or subcontractors.
- (2) No Representation of Coverage Adequacy. The insurance requirements herein are minimum requirements for this Memorandum. Neither the City nor SWFAC in any way warrants that the minimum limits contained herein are sufficient to protect A New Leaf from liabilities that might arise out of this Memorandum by A New Leaf, its agents, representatives, employees or subcontractors and A New Leaf is free to purchase additional insurance as may be determined necessary.
- (3) Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of A New Leaf. A New Leaf shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- (4) 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 City. A New Leaf shall be solely responsible for any such deductible or self-insured retention amount.
- (5) Use of Subcontractors. If any work under this Memorandum is subcontracted in any way, A New Leaf shall execute written

agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and A New Leaf. A New Leaf shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

- (6) Minimum Scope And Limits Of Insurance. A New Leaf shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
- (a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - (i) Each Occurrence \$1,000,000
 - (ii) General Aggregate \$2,000,000
 - (iii) Products – Completed
Operations Aggregate \$1,000,000
 - (iv) Personal and Advertising Injury \$1,000,000
 - (v) The policy shall be endorsed to include coverage for sexual abuse and molestation.

 - (b) Automobile Liability—Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - (i) Combined Single Limit (CSL) \$1,000,000

 - (c) Worker's Compensation and Employers' Liability
 - (i) Workers' Compensation Statutory
 - (ii) Employers' Liability
Each Accident \$100,000
 - (iii) Disease – Each Employee \$100,000
 - (iv) Disease – Policy Limit \$500,000
 - (v) Policy shall contain a waiver of subrogation against the SWFAC.

 - (d) Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill
 - (i) Each Claim \$2,000,000
 - (ii) Annual Aggregate \$2,000,000
 - (iii) In the event that the professional liability insurance required by this Memorandum is written on a claims-made basis, A New Leaf warrants that any retroactive

date under the policy shall precede the effective date of this Memorandum; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time this Memorandum is terminated.

- (7) Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Memorandum shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City and the SWFAC, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.
- (8) Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The SWFAC in no way warrants that the above-required minimum insurer rating is sufficient to protect A New Leaf from potential insurer insolvency.
- (9) Verification Of Coverage. A New Leaf shall furnish the City 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 Memorandum, issued by A New Leaf's insurance 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 Memorandum and that such coverage and provisions are in full force and effect. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before any work commences. Each insurance policy required by this Memorandum must be in effect at or prior to commencement of work under this Memorandum and remain in effect for the duration of the Memorandum. Failure to maintain the insurance policies as required by this Memorandum or to provide evidence of renewal is a material breach of Memorandum.

IV. MISCELLANEOUS

- A. Independent Contractor. A New Leaf acknowledges and agrees that the Services provided under this Memorandum are being provided as an independent contractor, not as an employee or agent of the City. A New Leaf, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority

to supervise or control the actual work of A New Leaf, its employees or subcontractors. A New Leaf, and not the City, shall determine the time of its performance of the services provided under this Memorandum so long as A New Leaf meets the requirements of its agreed scope of work as set forth in Section I above. A New Leaf is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and A New Leaf do not intend to nor will they combine business operations under this Memorandum.

- B. Laws and Regulations. A New Leaf shall keep fully informed and shall at all times during the performance of its duties under this Memorandum ensure that it and any person for whom A New Leaf is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.
- C. Amendments. This Memorandum may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and A New Leaf.
- D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Memorandum 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, the Memorandum will promptly be physically amended to make such insertion or correction.
- E. Severability. The provisions of this Memorandum are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Memorandum which may remain in effect without the invalid provision or application.
- F. Relationship of the Parties. 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. A New Leaf is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and A New Leaf agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Memorandum.
- G. Entire Agreement; Interpretation; Parol Evidence. This Memorandum 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 Memorandum are hereby revoked and superseded by this Memorandum. 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 Memorandum. This Memorandum 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 the Memorandum. 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 Memorandum.

- H. Notices and Requests. Any notice or other communication required or permitted to be given under this Memorandum 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

With copy to: Southwest Family Advocacy Center
140 North Litchfield Road
Goodyear, Arizona 85338
Facsimile: (602) 340-1538
Attn: Debra Olson, Director

If to A New Leaf: A New Leaf
868 East Universtiy Drive
Mesa, Arizona 85203
Facsimile: (480) 869-0039
Attn: Michael Hughes, CEO

With copy to: A New Leaf
 868 East Universtiy Drive
 Mesa, Arizona 85203
 Facsimile: (480) 869-0039
 Attn: Stacia Nowinski, Vice President of Contracts
 and Compliance

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, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

- I. Assignment. No right or interest in this Memorandum shall be assigned by A New Leaf without prior, written permission of the City signed by the City Manager and no delegation of any duty of A New Leaf shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by A New Leaf in violation of this provision shall be a breach of this Memorandum by A New Leaf.
- J. Subcontracts. No subcontract shall be entered into by A New Leaf with any other party to furnish any of the material or services specified herein without the prior written approval of the City. A New Leaf is responsible for performance under this Memorandum whether or not subcontractors are used.
- K. Rights and Remedies. No provision in this Memorandum shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Memorandum. The failure of the City to insist upon the strict performance of any term or condition of this Memorandum or to exercise or delay the exercise of any right or remedy provided in this Memorandum, or by law, or the City's acceptance of and payment for services, shall not release A New Leaf from any responsibilities or obligations imposed by this Memorandum or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Memorandum.

- L. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Memorandum 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.

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

- N. Records and Audit Rights. A New Leaf's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Memorandum, including the papers of any A New Leaf and its subcontractors' employees who perform any work or Services pursuant to this Memorandum to ensure that A New Leaf and its subcontractors are complying with the warranty under subsection O below (all 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 City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on A New Leaf'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 Memorandum and (b) evaluation of A New Leaf's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection O below. To the extent necessary for the City to audit Records as set forth in this subsection, A New Leaf 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 City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Memorandum for the duration of the work and until three years after the date of final payment by the City to A New Leaf pursuant to this Memorandum. A New Leaf and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection.

The City shall give A New Leaf or its subcontractors reasonable advance notice of intended audits. A New Leaf shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Memorandum.

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

- P. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, A New Leaf certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that A New Leaf submitted a false certification, the City may impose remedies as provided by law including terminating this Memorandum.

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

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

"City"

"A New Leaf"

CITY OF AVONDALE, an Arizona
municipal corporation

A NEW LEAF, a private
Arizona non-profit agency

Charles P. McClendon, City Manager



ATTEST:

Name: Michael Hughes

Carmen Martinez, City Clerk

Title: CEO

VOCA - OVW

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of
Arizona

My Commission Expires:

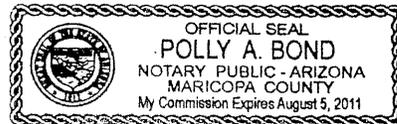
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 30, 2010, by Michael T. Hughes as C.E.O. of A NEW LEAF, INC., a private Arizona non-profit agency, on behalf of the agency.

Polly A. Bond
Notary Public in and for the State of
Arizona

My Commission Expires:

August 5, 2011



The City shall give A New Leaf or its subcontractors reasonable advance notice of intended audits. A New Leaf shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Memorandum.

- O. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, A New Leaf and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). A New Leaf's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Memorandum and may result in the termination of this Memorandum by the City.
- P. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, A New Leaf certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that A New Leaf submitted a false certification, the City may impose remedies as provided by law including terminating this Memorandum.
- Q. Non-Exclusive Contract. This Memorandum is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

"City"

CITY OF AVONDALE, an Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

"A New Leaf"

A NEW LEAF, a private Arizona non-profit agency



Name: Michael Hughes

Title: CEO

VOCA - OWW

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of
Arizona

My Commission Expires:

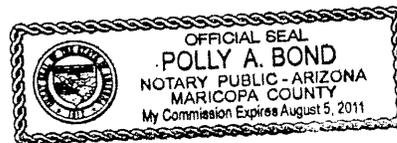
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

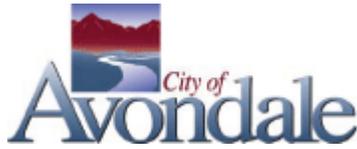
This instrument was acknowledged before me on June 30, 2010, by Michael T. Hughes as C.E.O. of A NEW LEAF, INC., a private Arizona non-profit agency, on behalf of the agency.

Polly A. Bond
Notary Public in and for the State of
Arizona

My Commission Expires:

August 5, 2011





CITY COUNCIL REPORT

SUBJECT:
Purchase Agreement - Arizona Service and
Installation for Indoor Soccer Dasher Board System
- ASC

MEETING DATE:
August 2, 2010

TO: Mayor and Council
FROM: Daniel Davis, Economic Development Director (623)333-2411
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Arizona Service and Installation, Inc. to furnish and install the indoor soccer dasher board system for the American Sports Center in the amount of \$249,658.16 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

DISCUSSION:

The specifications of the Indoor Soccer Dasher Board System were coordinated with representatives from American Sports Center and have been incorporated into the final plans for the building. The equipment includes two (2) fully enclosed 180' x 85' dasher board systems, player access gates, goals, and netting.

The purchase of the equipment includes shipping and installation and sales tax. The vendor will coordinate the installation of the equipment with the General Contractor and will be installed toward the end of the project. Arizona Service and Installation, Inc. is a local firm that will coordinate the purchase and installation of the system.

BUDGETARY IMPACT:

The indoor soccer dasher board system is funded from the \$1,475,000 Furniture, Fixtures, and Equipment budget for the American Sport Center. The Indoor Soccer Dasher Board System is being purchased via a cooperative purchasing agreement through The Cooperative Purchasing Network (TCPN). The cost for the system is summarized below.

Equipment & Installation	\$227,802.50
Freight	\$8,085.00
Sales Tax	\$13,770.66
TOTAL	\$249,658.16

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Arizona Service and Installation, Inc. to furnish and install the indoor soccer dasher board system for the American Sports Center in the amount of \$249,658.16 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

ATTACHMENTS:

Click to download

 [PA](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA SERVICE & INSTALLATION, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of August 2, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Arizona Service & Installation, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, The Cooperative Purchasing Network, a national purchasing cooperative, entered into Contract Number # M0781 with the Contractor for major equipment installation, maintenance and service (the "TCPN Contract"). The TCPN Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City has determined that the purchase and installation of sports equipment are required at the City's American Sports Center (the "ASC Facilities").

C. The City is permitted to make purchases under the TCPN Contract without further public bidding, and the TCPN Contract permits its cooperative use by other governmental agencies including the City.

D. The City desires to purchase the sports equipment and desires for Contractor to perform installation services for the ASC Facilities (the "Equipment and Services") under the TCPN Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. 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 November 1, 2010.

2. Scope of Work. Contractor shall provide the Equipment and Services under the terms and conditions of the TCPN Contract, and as set forth in the Proposal, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$249,658.16 for the Equipment and Services as more particularly set forth in the Proposal, attached hereto as Exhibit B.

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

5. Records and Audit Rights. Contractor'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 Contractor and its subcontractors' employees who perform any work or services pursuant to the Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all 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 City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor'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 the Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor 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 City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of

Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contractor and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City under the TCPN Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

“City”
CITY OF AVONDALE, an Arizona
municipal corporation

“Contractor”
ARIZONA SERVICE & INSTALLATION,
INC., an Arizona corporation

Charles P. McClendon, City Manager

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____ of ARIZONA SERVICE &
INSTALLATION, INC., an Arizona corporation, on behalf of the corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA SERVICE & INSTALLATION, INC.

[TCPN Contract]

See following pages.

VENDOR CONTRACT

Between Arizona Service & Installation, Inc. and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Major Equipment Installation, Maintenance & Service

The following pages will constitute the contract between the successful vendor(s) and TCPN. Bidders shall state, in a separate writing, and include with their response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096, Mary C. O'Brien Accommodation School District, having its principal place of business at 3740 North Toltec Rd., Eloy, AZ 85231 and

Arizona Service & Installation, Inc.

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control.

GENERAL TERMS AND CONDITIONS

1. Freight (if applicable)

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. Contracts

All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. Tax exempt status

All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

Arizona tax requirements

Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales and are the responsibility of the seller to remit. Failure to remit taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes damages and interest. If applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment Compensation insurance, Social Security and Worker's Compensation.

IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity. (This is required for any public agency in Arizona.)

Knowing the tax laws in other states is the responsibility of the vendor.

6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor.

Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc.

7. Disclosures

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift,

loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Bidder must comply with the following conflict of interest procedures – local government code Chapter 176 – Disclosure of certain relationships with local government officers, providing public access to certain information.

8. Renewal of Contracts

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor the administrative fee for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not.

9. Funding out clause.

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

10. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested by TCPN.

11. Shipments (if applicable)

The Vendor shall ship ordered products within 2 days (48 hours) after the receipt of the order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that time, the Vendor shall notify TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

12. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant’s purchase order number.

The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. The Vendor shall not invoice for partial shipments unless agreed to in writing in advance by TCPN and the TCPN participant.

13. Payments

The TCPN participant will make payments directly to the Vendor.

14. Pricing

The Vendor agrees to provide pricing to TCPN and its participating governmental agencies that are the lowest pricing available to similar customers and the pricing shall remain so throughout the duration of the contract. The vendor agrees that no single entity or single State Contract shall receive pricing that is lower than TCPN pricing. The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

15. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the TCPN contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms. Some contracts have different variations on this condition (see vendor questionnaire for more information on this).

16. Indemnity

The Vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

17. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

18. State Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to any state covered by the TCPN contract.

19. New Technology and Products

New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. TCPN may reject any additions, without cause.

20. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from Vendor will result in probation or termination of contract.

Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

21. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

22. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

23. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause.

Nothing in the contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time. TCPN reserves the right to request additional proposals for items already on contract at any time.

SCOPE OF REQUEST FOR PROPOSAL (RFP)

TCPN is seeking a contract for Major Equipment Installation, Maintenance & Service. The Installation contractor shall assist the end user with making a determination of their individual needs.

The contractor shall:

- Provide installation to manufacturer standards.
- Ensure maintenance of equipment in good, safe working order
- Coordinate all work schedules and activities through the Project Manager, Athletic Director or Site Facility/Maintenance Director prior to arriving on site to perform installation and/or maintenance. All work shall be scheduled around school hours, events and activities.
- Provide all equipment, supplies, labor, material and transportation of equipment as necessary to perform the work described herein. The work includes, but is not limited to safety inspections, installation of new equipment, equipment condition reports and various types of service including preventive maintenance and repair.
- Clean up and properly dispose of all debris and other materials which result from the Contractor's work prior to leaving the site each day.

Inspections:

- Contractor may be called upon to perform annual, semi-annual or quarterly inspection of equipment. The inspections shall include, but are not limited to the following:

Basketball Equipment:

1. Decal main frame of units with month and year in which inspection took place.
2. Inspect for current code compliance and advise owner.
3. Visually inspect for obstructions and cable position
4. Inspect parts to ensure they have not slipped or moved
5. Inspect to insure equipment is operating correctly
6. Lubricate and adjust moving parts and cables as needed
7. Inspect and adjust all hinged parts
8. Inspect Limit switches for proper function
9. Inspect connections to ensure all bolts, nuts, screws are tight and secure.
10. Inspect for safety straps on all basketball backstops
11. Inspect for safety padding on all backboards.
12. Clean and Dust Motor area, all Pipe associated with the structure which is the Basketball backstop and clean the backboards and backboard padding with an all purpose cleaner.

Gymnasium/Telescopic Bleachers:

13. Decal main frame of units with month and year in which inspection took place.
14. Inspect for current code compliance and advise owner.
15. Visually inspect for obstructions and bent or broken parts that inhibit the proper operation of the bleachers.
16. Inspect parts to ensure they have not slipped or moved
17. Inspect to insure equipment is operating correctly
18. Lubricate and adjust moving parts as needed
19. Inspect and adjust all hinged parts
20. Inspect Limit switches for proper function
21. Inspect connections to ensure all bolts, nuts, screws are tight and secure.
22. Inspect for safety rails both aisle and end types.

Outdoor Equipment, Aluminum Bleachers and Grandstands:

23. Decal main frame of units with month and year in which inspection took place.\
24. Inspect for current code compliance and advise owner.
25. Visually inspect for hazards and bent or broken parts.
26. Inspect for missing parts which may be a safety hazard.
27. Adjust moving parts and cabling as needed
28. Inspect and adjust all hinged parts
29. Inspect connections to ensure all bolts, nuts, screws are tight and secure.

A full inspection report shall be completed and signed by the inspector and submitted to authorized personnel. The report should include all categories of the inspection, i.e. rails, cables, moving parts, connectors, etc. These inspections shall be done on a bi-yearly basis. The first inspection shall include a full service as stated above. The second inspection shall be a visual inspection of the site and contact with the site supervisor. A report showing the date and time of the second inspection shall also be forwarded to the owner.

The contractor shall maintain a written record of each inspection on each piece of equipment and must be identified by manufacturer, model number and serial number where applicable. Report shall be submitted to authorized personnel within 10 days of inspection.

The contractor shall be an authorized service representative of the manufacturer and shall use only manufacturer approved parts for repair. No service or repair shall be completed without first obtaining authorization from approved, authorized personnel.

Price Schedule:

Standard Business Hours: (Monday –Friday) 7:30 AM - 4 PM

Standard Business Hours Rates: \$ 46.00

After Hours or Weekend Hours: \$ 76.50 11 P.M – 4 AM
These hours include holidays and emergency hours LIST HOURS NOT AVAILABLE

After Hour/Holiday/Emergency Rates: \$ 76.50

Flat Fee for Holiday/Emergency Call: \$ 150.00

Response for emergencies must be within 24 hours

Additional charge for mileage: \$.50 Per Mile

Driving Time for mileage: \$ 25.00 per hour

Explain criteria for mileage charge: Mileage based from ASI office,
45 - mile radius no-charge, trips greater than 45 miles will be charged
from ASI office, from mile ONE

Example: (Radius of X number of miles is free of charge, more than X number of miles a mileage charge will be incurred)

Labor rates are a flat hourly rate and parts are to be discounted off of the published price list. Travel time and any other incidental fees that are not stated in this proposal will not be permitted under this contract.

If there are additional costs to the user please specify: An initial evaluation fee of \$200.00 plus travel is required for preliminary quote if needed. This charge (less travel) will be deducted off of any service work conducted by ASI within 90 days of initial evaluation. Projects requiring Davis Bacon, Wage Rated or Indian labor will add 20% to all labor costs plus fringe benefit costs if mandated.

Equipment: Overhead Basketball Equipment - Service & Inspection

Inspection Charge: \$ 250.00 (each)

Equipment: Wall-Mount Basketball Equipment - Service & Inspection

Inspection Charge: \$ 200.00 (each)

Equipment: Overhead Basketball Equipment - New Installation

Installation Charge: \$ 18'-30' \$550, 30'-38' \$600 (each)

Equipment: Wall-Mount Basketball Equipment - New Installation

Inspection Charge: \$ 450.00 (each)

Equipment: Indoor Bleacher - Service & Inspection

Inspection Charge: \$ 2.00 (per seat)

Equipment: Indoor Bleacher - Installation

Inspection Charge: \$ 10.00 (per seat)

Equipment: Outdoor Bleacher - Service & Inspection

Inspection Charge: \$ 2.00 (per seat)

Equipment: Outdoor Bleacher - Installation Elevated

Inspection Charge: \$ 13.00 (per seat)

Equipment: Outdoor Bleacher - Installation - Non Elevated

Inspection Charge: \$ 9.00 (per seat)

Please List additional equipment, inspection fees, installation fees, etc.
Please include all catalogs and price lists with your bid.

Parts Pricing Type	* Source	% Discount	** Freight
<u>Spalding Athletic</u>	<u>Spalding (VP)</u>	<u>05%</u>	<u>Actual TBC</u>
<u>Spalding Athletic</u>	<u>Spalding (VP)</u>	<u>05%</u>	<u>Actual TBC</u>
<u>Motors, Belts Misc.</u>	<u>LynRus (VP)</u>	<u>10%</u>	<u>10% Net</u>
<u>Bleacher Parts</u>	<u>ETPAD (VP)</u>	<u>10%</u>	<u>Actual TBC</u>
<u>Boards & Acc.</u>	<u>H & H (VP)</u>	<u>20%</u>	<u>Actual TBC</u>
<u>Misc. Ath. Equip.</u>	<u>Jaypro (MC)</u>	<u>05%</u>	<u>20% Net</u>
<u>Misc. Ath. Equip.</u>	<u>Porter (MC)</u>	<u>05%</u>	<u>20% Net</u>
<u>Bleachers</u>	<u>Kodiak (VP)</u>	<u>05%</u>	<u>8-15% Net</u>
<u>Scoreboards</u>	<u>AllAm (VP)</u>	<u>10%</u>	<u>20% Net</u>

Actual Freight to be quoted upfront and prior to issue of Purchase Order

* Source to be Manufacturers Catalog (MC), Vendors Published Price List (VP) , Other Source (OS)
** Freight PPA, % of List, Free Freight or Actual Freight to be Charged

Under the section "Evaluation and Award", page 6, section 4 it states the following: The price point for the TCPN contract shall meet or exceed the best available pricing offered. In addition, no single public entity shall receive lower pricing than that offered by the TCPN contract.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: 0 BLT

Prices are guaranteed for 1-year

Company name Arizona Service & Installation, Inc.
Address 224 E. Chilton Dr. #7
City/State/Zip Chandler, AZ 85225
Telephone No. 480-984-7003
Fax No. 480-984-6055
E-mail address barry@azserviceinstall.com
Authorized signature *Barry L. Temple*
Printed name Barry L. Temple
Position with company President/Sales
Sales representative's name Barry L. Temple
Web site URL www.azserviceinstall.com

Accepted by The Cooperative Purchasing Network:

Term of contract 6-2007 to 5-31-08

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor full participation fees for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not.

Doug Rupe 7-10-07
TCPN Authorized Signature Date
Doug Rupe
Print Name
Approved by Region 4 ESC by *Robt Arill* 6/28/07
Approved by Mary C. Obrien Date
Accommodation School District by *Jack Harner* 6/18/07
Date
TCPN Contract No. M0781

VENDOR PROFILE QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. a. **Minority/Women Business Enterprise** (Required by some participating governmental agencies)

Vendor certifies that this firm is a M/WBE

Yes No

- b. **Historically Underutilized Businesses** (Required by some participating governmental agencies)

Vendor certifies that his firm is a HUB

Yes No

2. **Certification of Residency** (Required by the State of Texas)

Company submitting bid is a resident bidder.

Yes No

Vendor's principal place of business is in the city of **Chandler** State of **AZ**

3. **Felony Conviction Notice** (Required by the State of Texas)

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing.

Yes No

If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.

- Pricing submitted includes the required TCPN administrative fee.

Yes No

- Vendor agrees to remit to TCPN the required administrative fee.

Yes No

- Additional discounts for purchase of a guaranteed quantity?

Yes No

5. Processing Information

Company **billing address** where the invoice for the administrative fee will be sent by TCPN:

Contact Person Barry L. Temple

Title: President

Company: Arizona Service & Installation, Inc.

Address: 224 E. Chilton Dr. # 7

State Chandler Zip 85225

Phone: 480-984-7003 Fax: 480-984-6055

Email: barry@azserviceinstall.com

6. Contact person responsible for processing and confirming all purchase orders (PO's) sent by TCPN:

Contact Person Barry L. Temple

Title: President

Company: Arizona Service & Installation, Inc.

Address: 224 E. Chilton Dr. # 7

State Chandler Zip 85225

Phone: 480-984-7003 Fax: 480-984-6055

Email: barry@azserviceinstall.com

7. Sales inside Texas

The Vendor can supply all areas of the state of Texas.

Yes No

8. Sales inside Arizona

The Vendor can supply all areas of the state of Arizona

Yes No

9. Sales inside Arkansas

The Vendor can supply all areas of the state of Arkansas

Yes No

10. Sales inside New Mexico

The Vendor can supply all areas of the state of New Mexico

Yes No

11. Sales inside Oklahoma

The Vendor can supply all areas of the state of Oklahoma

Yes No

12. Other States Covered

TCPN may extend contracts to governmental agencies within other states in addition to Texas, Arkansas, Arizona and New Mexico. Bidder must indicate any other states where the same terms and conditions can be offered.

- | | |
|---|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Missouri |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Montana |
| <input type="checkbox"/> California | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Nevada - Clark Cnty. Only |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> New York |
| <input type="checkbox"/> Florida | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |

13. Cooperatives

List any other cooperative contracts currently held in Texas, Arkansas, Arizona, New Mexico, and Oklahoma.

Cooperative	Discount Offered	Expires
<input type="checkbox"/> Buyboard – Texas Local Gov’t Purchasing Cooperative - Texas		
<input type="checkbox"/> Mohave Educational Services Cooperative (MESOC) - Arizona		
<input type="checkbox"/> Cooperative Educational Services (CES) – New Mexico		
<input type="checkbox"/> Texas Bldg and Procurement Commission (TBPC)		
<input type="checkbox"/> Department of Information Resources (DIR) - Texas		
<input type="checkbox"/> Western States Contracting Alliance (WSCA)		
<input type="checkbox"/> U S Communities		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

Company Background

1. Provide a brief history of your company, including the year it was established.
2. Provide company's official registered name.
3. Provide your company's corporate organizational chart.
4. Provide corporate office location. List number of sales and service offices in Texas, Arizona, New Mexico, Arkansas, and Oklahoma. List the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.
5. If you are a certified W/MBE vendor and what percentage of your business is with W/MBE suppliers.
6. Provide your company's Dun & Bradstreet (D&B) number.
7. Please define your standard terms of payment.

Give an example of how TCPN pricing compares to Single Entity pricing:

Give an example of how TCPN pricing compares to other Purchasing Cooperative pricing:

VALUE ADDED SERVICES DESCRIPTION

Operational

1. Describe how your company will interact with TCPN. Include a process map of communications.
2. Is your system a self-developed and self-managed system or an outside paid service?
3. Describe your operational methods and procedures for Distribution Center Security, including:
 - Audit Control Logs
 - Receiving
 - Production
 - Shipping
 - Personnel
4. Indicate if your company will accept all forms of purchase orders.
5. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
6. Identify the process of receiving a purchase order.
7. Does your company require Tax Exempt Forms be provided by government entities for each purchase order?
8. Describe how your company will invoice the government entity. Include a process map.
9. Discuss the invoicing options your company offers and the payment terms for each.
10. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support?
11. Is your company willing to accept a cut off of invoices not submitted within a 90- day period or 120 day period?
12. What does your company do to ensure bills are received within a reasonable time frame and issued to government entities for payment?
13. How many products do you stock? Where?
14. Provide evidence of your company's ability to work with government entities to continuously lower their process costs.
15. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
16. How does your company work to continuously improve the services that you provide?
17. What states would your company not honor pricing and services for this contract, in the event that this contract is made available to states other than Texas, New Mexico, Arkansas, Arizona and Oklahoma?

18. Please specify actual price listing or common multiplier that will determine any price changes of additional states above if different.
19. Please give examples of local agencies that have purchased products from your company.
20. How flexible is this process for future changes or additions? What is the process and estimated timeline for future changes?

Quality Control

1. What is your error rate?
2. How do you take responsibility for mistakes?
3. If your product is deemed defective, what is the replacement process and turnaround?
4. State whether your company provides a quality guarantee on their product/service. If so, please describe.

Website

1. Describe any direct order entry system or capabilities your organization has, such as internet capabilities. If so, provide detailed information related to the features and benefits related to your solution.
2. Is there a dedicated staff to address any issues with the system or access?
3. How will your company provide for an online ordering web page? How will this page be linked to the TCPN webpage?
4. Who updates your website?
5. Please provide a list of all major upgrades that you have performed on your web site during the past 12 months and explain how the upgrades benefited or impacted the average customer.

Shipping

1. What type of shipping (USPS, UPS, Fedex, etc.) do you use? Is it possible for the government entity to choose?
2. Are you able to drop ship orders directly to each of our members or their recipients?
3. Purchasers shall not be charged for shipping and handling, or for any service changers. The vendor agrees all deliveries will be F.O.B. destination.
4. Do you have special rates with your shipping company based on volume?
5. Describe your company's shipping schedule notification procedures.
6. Describe how your company deals with shipping delays. How do you notify your customer of delays?
7. Provide your shipping schedule reporting form. How many times do you update?

Training

1. Describe how you intend on involving TCPN's staff or any Regional Educational Service personnel in your introduction.
2. Describe how you intend on introducing this program to your company.
3. Describe the scope of training opportunities your company would make available to government entities as needed.
4. Describe your training program with TCPN staff and a proposed schedule of topics and include any proposed training literature or materials.
5. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.
6. What is your best estimate of time needed for implementation? What are the items that most significantly impact this timeline?
7. Would any process change be required for TCPN?
8. Provide details on your proven track record for commissioning systems.

Customer Service and Reporting

1. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
2. Describe how your company handles after-hours customer service needs.
3. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
4. What is your time to turnaround for orders?

Enhancement and Upgrade Policy – Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the vendor selling price and the total cost to the application owner for upgrades and enhancements.

System Requirements – Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

Additional Value Added Services – Please include any additional information you think TCPN should have when making their decision to select your company.

Certificates – List any certificates you hold that would show value for your response.

Company History

Arizona Service & Installation, Inc. (ASI) is an extension/continuation of two previous partnering businesses coming together to provide a consistent service offering, while enhancing our availability to the customer. ASI has over 60 years of experience in the local school and general construction industry.

BTAZ Specialty Equipment, Inc. was formed in 1998. Barry Temple was a principle in this company. BTAZ specialized in offering the finest product lines available to new school construction focusing primarily on athletic and auditorium equipment. These lines included Gymnasium Bleachers, Basketball Equipment, Auditorium Seating and Lockers, along with several other products.

Arizona Sports Installation was formed in 2000. Larry Litten was the sole owner in this company. Arizona Sports focused on installation and service of lines carried by BTAZ. Arizona Sports was the primary installation source for BTAZ. Mr. Litten has been maintaining, servicing and installing institutional and educational equipment since 1990.

In 2005 the two companies joined forces under the legal name of Arizona Service & Installation, Inc., doing business as Arizona Sports Installation. In the spring of 2006 we dropped the name of Arizona Sports and began doing business strictly under Arizona Service & Installation, Inc. or ASI. This was done mainly to increase our potential business opportunities, as much of our work is outside of the sports arena.

Besides continuing our sports business prospects, ASI works along side national and statewide companies such as School Specialties and Goodman's Interior Structures. These companies provide library furniture, classroom furniture, courtroom seating, and playground equipment to various government agencies and schools.

ASI employs between 5-8 people full time and runs three crews of between 3-4 people approximately 8-9 months a year. ASI uses only qualified labor companies to provide us with additional labor as needed. ASI uses only factory trained and certified installers for all product installations.

Official Registered Name: Arizona Service & Installation, Inc.

Contractors license Number: ROC209660 Commercial - ROC222482 Residential

Corporate Office:

Arizona Service & Installation, Inc.
224 E. Chilton Dr. Ste. #7
Chandler, AZ 85225

480.984.7003 Office – 866.984.7003 Toll Free – 480.984.6055 Fax

Website: www.azserviceinstall.com

Organizational Chart:

Barry L. Temple – President
barry@azserviceinstall.com
602.684.8069 Cell

Robert E. Estes – Vice President, Operations
rob@azserviceinstall.com
480.252.8061 Cell

Larry J. Litten – Vice President, Installation
larry@azserviceinstall.com
480.241.0041 Cell

Estimator and office assistant fall under the direct supervision of the VP of Operations.

Installers, ASI labor and temporary labor fall beneath the VP of Installation

Standard Terms of Payment

ASI's standard terms of payment are Net 15 days after completion of work. ASI has been flexible and will continue to be flexible in terms of adjusting our standard terms to those terms which are unique and commonplace to our individual customers. We are aware that many customers must follow their districts protocol for payment including the possibility of waiting for board approval delays.

TCPN Pricing vs. Single Entity Pricing

ASI has gone to each of our manufactures and suppliers and asked them for their most aggressive pricing for their products and parts. ASI has been aggressive in our mark-ups and is offering our available products at the lowest price available. ASI will not offer any pricing below the pricing we are submitting to TCPN. All future "Single Entity" pricing inquiries will be steered toward TCPN for our services.

How Does TCPN Pricing Compare to Other Cooperatives Pricing

Although ASI does not currently have another cooperative agreement, I have personally been utilizing them for over 13 years in the State of Arizona. Unlike many of the pricing charts established for other cooperatives, our pricing begins with the bottom line costs and builds in a fair margin for our time, service and expertise in our areas of work. We have treated this bid fairly, as we do all of our bids.

Operational

1. ASI will follow all protocol developed and requested by TCPN. ASI has full time office personnel that are available for any and all issues that may arise. We at ASI view not only TCPN but also our individual customers' partners in a process. We are one of the links in the chain that can make each transaction smooth and satisfying to our customer and to TCPN.
 - Any and all inquiries, pricing, sales, procedure and policy inquiries.
Barry L. Temple, President barry@azserviceinstall.com
Office 480-984-7003 extension #1, 602-684-8069 cell phone
 - Inquiries regarding, shipping, delivery, accounting and installation.
Robert E. Estes, VP Operations rob@azserviceinstall.com
Office 480-984-7003 extension #3, 480-252-8061 cell phone
2. All of ASI internal systems have been built by ASI due to our unique market niche in this marketplace. ASI is constantly looking for better ways of conducting our business and is continuously investing in training for our employees and owners. We are supported outside of ASI by well respected and extremely capable support companies for our accounting, insurance and payroll items.
3. Operational Methods
 - Audit Control - As most of our business is directly related to service and repair work a large inventory of parts and goods is not necessary.
 - Receiving - All merchandise is inspected for damage and counted for accuracy upon arrival to our warehouse, to the jobsite or project site. A record of receipt is copied and one copy will be placed in the project file and one copy is placed in the appropriate vendor file.
 - Production - Although we do not personally produce or manufacturer any of our products, our Operations Manager diligently and consistently reviews our "Current Projects" board and is on top of the production schedules for all of our vendors and suppliers. A projected ship date is given upon receipt of order and is tracked for accuracy.
 - Shipping - Although we do not personally ship any of our products, our Operations Manager diligently and consistently reviews our "Current Projects" board and is on top of the shipping schedules for all of our vendors and suppliers. A projected ship date is given upon receipt of order and is tracked for accuracy.
 - Personnel – Hires and fires are done by committee within ASI giving weight to the owner responsible for that area of business. VP of Operations will oversee the internal staff while the VP of Installation will manage the external staff of installers and labor.

4. ASI will accept all forms of purchase orders including, but not limited to, letters of intent, written purchase orders, verbal purchase order numbers and signed proposals. Any written form of the Purchase may be received via, US mail, e-mail, hand delivered or facsimile.
5. We accept all purchase orders from government entities without credit checks.
6. When a purchase order is received in any fashion stated in answer #4, a job file is created, the necessary parts or equipment are ordered or pulled from stock and a tentative date is inputted into the system.
7. Yes
8. Upon completion of our service or receipt of goods by the owner and after a sign off sheet has been signed by the customer, our standard invoicing procedures will apply. An invoice will be mailed, faxed or emailed per the customers' preference.
9. Invoices are either mailed or faxed depending on the customers' preference. Our standard terms are Net 15 or as stated in our answer "Standard Terms of Payment"
10. Routing and business checking account numbers can be supplied for electronic funds transfer. ASI is willing to invest in this technology and methodology to better serve our government clients.
11. Yes – 120 days but can be subject to special circumstances.
12. Each project is billed at completion of work or delivery of goods. During our Bi-monthly owners meeting a completed projects list is matched with a billing list to ensure all projects are complete and invoiced.
13. ASI stocks items associated with our most common parts needs. Over the past 30-years a majority of the products we service have been supplied by a handful of manufacturers. ASI tries to keep the parts most associated with failure on these products on hand; ASI also will order and stock the hard to find part. Most parts are available locally or within a 1 or a 2 day shipment.
14. ASI has worked with companies such as Goodman's Interiors Structures and Simmons Furnishing providing our services to many state and city agencies. We also have been awarded several bids listed previously due to our competitive approach.
15. As duplicated on our pricing pages and catalogs, ASI has offered substantial discounts off of published pricing issued by many suppliers. Many government agencies purchase through internet sales, ASI reduces the cost to the customer from between 10% - 25% depending on the product. ASI has obtained several contracts as a result of this competitive and aggressive approach.

16. ASI is constantly trying to improve our service and services. ASI has established a benchmark and reputation for going above and beyond. Input from our valued customers, business partners and staff continuously prompts our management team to try to improve.
17. Our pricing is based on using our standard labor rates with a qualification listed for all projects requiring special labor. We would honor any purchase order written to ASI for any service offered covering labor, parts, equipment and travel.
18. Pricing would remain the same, freight would most likely change.
19. City of Phoenix - Basketball Service & Maintenance, Kyrene School District - Basketball and Bleacher Service & Maintenance, Amphitheater High School District Basketball and Bleacher Service & Maintenance. See projects list below.
20. Following purchasing cooperative protocol and policy and State laws: changes, additions and deletions can be made in a fairly simple manner and completed in a matter of hours or days.

Quality Control

1. Our error rate is extremely low due to our overall experience and checks and balances within our organization. It has not been necessary to keep a record of this as our incidents are minimal.
2. Our initial response is to look for a resolution based on site conditions. Can we fix it with what is available to us now? Our goal is to get the customer up and going. Placing or looking for blame delays a resolution. Any take-off errors, ordering errors, interpretation mistakes or damage attributed to ASI will be replaced or repaired immediately.
3. ASI offers a one-year warranty on parts supplied by us. Due to the nature of this bid we will be dealing with equipment up to 50 years old. Our service is guaranteed to be done correctly. Our only assurance for the quality of work we perform is that we seldom, if ever return to the same project within the same year; and never for the same problem. As this equipment is well used many of the parts are in varying degrees of fatigue. There is no way of knowing when each part will finally fail. Our service inspects these parts annually and we are looking for these potential failures. In most instances we catch them prior to failure.

Website

1. Our website is currently set up for contact information only. Should we be successful obtaining this contract, ASI will advance the capabilities of our website allowing customers the ability to relay there problems while looking at diagrams for help. Due to the complex nature and endless parts and supplies we do not feel it would be beneficial or necessary to the customer to have pricing available. We will provide a secure means of submitting orders through the internet. A personal login will be established to allow each customer access to exclusive information about our products and services. Our response time on e-mail leads is within 4-hours.
2. ASI hires a web design firm to assist us with all web, email and computer issues.
3. A page between ASI and TCPN would be a great tool. If successful we will establish a working link between TCPN and ASI. We will also provide a link on our home page linking our customers to the TCPN homepage. A working demo has been set-up in order to demonstrate this ability. www.azserviceinstall.com/TCPN This link has not been published.
4. Mr. Mike Zazick at zazickdesign.com, local phone number 480-375-5757
5. We implemented a mail program directing customers to our newly designed website in the summer of 2006. Some modifications were also implemented in March 2007 allowing us to track all activity on our website. An updated page was also added reflecting our change of name in March 2006.

Shipping

1. All available shippers and carriers. Yes, the owner can choose their preferred method.
2. Yes
3. Please refer to TCPN Pricing Sheet (page 20)
4. Yes, some shippers offer us up to 50% discount.
5. All orders are tracked from date of entry by our Operations Manager. As a date draws nearer, the accuracy of proposed ship date is confirmed. We demand a 48-hour notice prior to delivery. Our customer will be kept apprised of all activity and arrival dates. This will happen via phone, fax or e-mail.
6. As stated previously we track all shipment weekly. Any variation on schedule is immediately relayed to the customer via there preferred method of communication.
7. All of our tracking is generated by our projects board and as most of our product is shipped within 24-48 hours of the service and repair items contained in this bid, we have found a shipping form is not necessary for our continued accuracy.

Training

1. ASI intends on introducing our acceptance with TCPN in several ways. First, a one on one introduction with our customers providing them with our current flier and a TCPN contract number. Second, ASI will implement an email campaign directed at all current and potential customers. Third, ASI will promote our relationship with TCPN at all school conferences attended by ASI. This would include the summer AASBO, ASBA and AAI conferences we are currently scheduled to attend.
2. All managing partners of ASI have been actively involved in the developing of our bid to TCPN. Our office staff has also been extremely helpful in putting together this project. If successful, a formal announcement will be made at the first company meeting following the award.
3. Any training required for use of our website services, product information or any other possible need area will be offered at no charge to any participating TCPN customer.
4. An in-house training will be made available at the TCPN offices for any TCPN staff member to familiarize themselves with our products, services and web-site functions.
5. Product and Service training will be conducted by Barry Temple, President of ASI. Telephone 480-984-7003 ext. #1 – barry@azserviceinstall.com, Barry has over 25 years experience in the construction/service/installation field. Barry has been the owner of two very successful companies focused on this line of work. Resume Attached
Website training will be conducted by Mike Zazick, President of Zazick Design. Telephone number 480-375-5757. Resume Attached.
6. We are prepared to have a useable website within 24-hours of acceptance of our bid. We will monitor customer reaction and implement any changes or repair any glitches immediately upon identification of these matters. We do not foresee any significant timeline restrictions that will cause us any delays at this time.
7. None are anticipated at this time.
8. Please see attached resume of Michael Zazick at Zazick Design. Mike has been instrumental in the design and implementation of dozens of projects similar to ours. I have personally used Mr. Zazick on many important projects and have never been disappointed.

Customer Service & Training

1. We view each member of the ASI team as a customer service representative. Our goal at ASI is to always be better than our competition. All customer service related calls can be received from 7:30 A.M. – 5:00 P.M, Monday through Friday. All incoming calls should be answered by an ASI employee and any customer service related item will be handled immediately.
2. Any non-emergency after hour callers has the option to leave a message on extension #3, our customer service extension. ASI also distributes each owner's cell phone for contact 24-7. We realize that many schools may have issues with non working bleachers and may have events such as games or concerts scheduled. ASI encourages all customers to utilize this opportunity and feature of our company.
3. Technical assistance will be provided by Barry Temple, President of ASI. Telephone 480-984-7003 ext. #1 – barry@azserviceinstall.com, Barry has over 25 years experience in the construction/service/installation field. Barry has been the owner of two very successful companies focused on this line of work. Resume Attached
4. Most products associated with general service and maintenance is readily available. Other parts and supplies associated with general service and maintenance may carry up to a two week lead time. For larger items or special order items, a three to four week lead time is not uncommon.

Enhancement and Upgrade Policy

We do not anticipate any required upgrades for the customer to utilize our proposed program for TCPN. A customer's computer with access to the internet and any basic word or reading program will be able to utilize our product and service offerings.

System Requirements

We do not anticipate any required upgrades for the customer to utilize our proposed program for TCPN. A customer's computer with access to the internet, and any basic word or reading program will be able to utilize our product and service offerings.

Additional Value Added Services

ASI has developed a reputation for going the extra mile; no job is complete until the customer is satisfied. ASI has associated itself with the industry leaders in their respective fields. ASI values the customer relationship aspect of our business, focusing on each individual customer, and how we make that individual look to their person of accountability. We strive to be the BEST at all times. We choose not to be "like" the other guy. It is our goal and focus to show up on time, do the work right the first time, be respectful, honest, and careful; finishing the project in the time frame specified.

Evaluation and Award of Proposals

REFERENCES FOR LOCAL GOVERNMENT ENTITIES AND WITH PURCHASING COOPERATIVE PROGRAM.

- ASI supports local school agencies such as ASBA, AASBO and the AAIAAA. ASI attends at least 3-5 of the conferences and meetings throughout the year. ASI also actively pursues city and state work by registering with those agencies and bidding the specific areas of our expertise as those RFP's, RFQ's, and IFB's come out for public bid.
- **City of Phoenix** – Maintenance and Repair of Basketball Backstops (IFB-030) P-08235-08
Awarded – November 27, 2006 – 2-year contract - Contact: Mike Casner 602-495-3734
- **Kyrene School District** – Maintenance and Repair of Basketball Equipment & Bleachers
Awarded March 2006, and Re-Awarded April 2007 - Contact Mr. Dave Wheeler 480-783-4200
- **Amphitheater High School District** - Service and Repair of Gymnasium Equipment
Awarded Current Contract November 2006 - Contact: Barbara "BJ" Colvin 520-696-3750

Past Experience/Projects Reference

<u>Project Name</u>	<u>Location</u>	<u>Scope</u>	<u>Year</u>
City of Phoenix	11-locations	Service & Repair	2007
Luke AFB	Litchfield Park, AZ	Seating	2005
University of New Mexico	Albuquerque, NM	Seating	2006
Amphitheater SD	Tucson, AZ	Service & Repair	2005-07
Parker SD	Parker, AZ	Service & Repair	2006
Kyrene SD	Tempe, AZ	Service & Repair	1998-07
Grand Canyon Park	North Rim, AZ	Locker Installation	2006
NM Military Institute	New Mexico	Seating	2006
Sedona Red Rock SD	Sedona, AZ	Service & Repair	2006
Mesa Public Schools	Mesa, AZ	Service & Repair	1998-07
Murphy Elementary	Phoenix, AZ	Service & Repair	1994-07
Arizona State University	Tempe, AZ	Seating	2002
Valley Christian HS	Tempe, AZ	Service & Repair	2006
Clark County Justice Courts	Las Vegas, NV	Seating	2006-07
Sunnyside SD	Tucson, AZ	Bleachers	2002
Xavier College Prep	Phoenix, AZ	Seating, Bleachers, S&R	2000-07

Others available upon request

Other Notable Contacts

Murphy Elementary Schools	Mr. Ernesto Meza	602-353-5055
Xavier College Preparatory	Sr. Lynn Winsor	602-240-3113
Scottsdale School District	Mr. Dave Peterson	480-484-6143
Kyrene School District	Mr. David Wheeler	480-783-4200
Mesa Public Schools	Ms. Karen Fleetwood	480-472-6122
Goodman's Interiors	Mr. Steve Kennedy	602-512-0546
Mesa Public Schools	Ms. Kelly McKelvey	480-472-6114
Nogales Schools	Mr. Ricardo De La Riva	520-287-0923
Kyrene School District	Mr. Ken Carter	480-783-4032

ABILITY TO PROVIDE AND PERFORM THE REQUIRED SERVICES FOR THE CONTRACT

- ASI accepts and understands the scope of work as detailed in this RFP.
- ASI works closely with owners, general contractors and other various customers. ASI uses only factory trained and certified technicians/installers to accomplish our tasks. ASI invests in continued training by sending our key personnel to factory offered training as well as constantly striving to provide the customer with the very best customer service available.
- ASI has associated itself with the industry leading manufacturers and suppliers in their respective fields. ASI has been allowed to accomplish this by having a sound business plan and direction, an outstanding reputation nation wide for being innovators in customer satisfaction techniques and the repute for being fiscally responsible.
- ASI will make all information available to any and all customers. All of ASI's vendor partners have national distribution of all product catalogs and information. ASI will also deliver or mail all written material to any customer requesting such information. ASI's policy is to respond to any phone request within the same day. Messages or requests made after close are addressed the first thing the following business day.

TECHNOLOGY FOR SUPPORTING THE PROGRAM

- ASI has an active and updated website linking email directly to the responsible ASI party. ASI if successful will make every effort to keep both TCPN and all TCPN customers informed and educated as to how our area of expertise works. Although we have 60+ years combined experience, we are always looking for ways or suggestions to improve our overall performance.
- As stated previously, ASI has associated itself with the industry leading suppliers and manufacturers. Most of the major professional and college customers use and have used our product offering for well over 40 years. The design teams of each of our manufacturers are second to none, looking for ways to improve both the aesthetics and performance of their products.

PRICING FACTORS AS DETERMINED BY TCPN USING A MARKET BASKET STUDY OF RANDOMLY SELECTED ITEMS

- ASI has provided a complete and comprehensive bid.
- ASI is offering our lowest price on all products and services being offered.

APPLICABLE AND ADDITIONAL PRODUCT SERVICES TO OFFER TCPN'S PARTICIPATING AGENCIES.

- ASI's overall experience in construction, sales, installation and services are unique in this industry. Our first priority is safety for the customer. Secondly we pride ourselves in finding safe but economical solutions to our customers' problems and individual circumstances. ASI will always look to get the job done to the owners' satisfaction while being cognizant of the fiscal situations our customers battle on a daily basis. Our experience gives us an advantage over our competition as we have seen most problems at least once and can provide what we feel is the best solution almost at first glance. History has proven that we are right most of the time.



The Cooperative Purchasing Network

May 29, 2007

Arizona Service & Installation, Inc.
224 E. Chilton Dr., #7
Chandler, AZ 85225
Attn: Barry Temple

Dear Vendor,

The Cooperative Purchasing Network (TCPN) is pleased to announce that Arizona Service & Installation Inc. (ASI) has been awarded an annual contract for Major Equipment Installation based on the proposal submitted to TCPN referencing RFP #07-07.

The contract is effective immediately and will expire on 5/23/2008. This contract may be renewed annually for up to an additional four years, if mutually agreed to by TCPN and ASI.

The partnership between ASI and TCPN can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representatives to assist in their work with our participating agencies.

If you have any questions or concerns, please feel free to call me at the TCPN office at 602-258-8276 or on my cell phone at 602-332-6616.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Dobbins".

Carolyn Dobbins
TCPN Contract Manager



May 14, 2008

Arizona Service & Installation, Inc.
Attn: Mr. Barry L. Temple, President/Sales
224 E Chilton Drive # 7
Chandler AZ 85225

Re: Renewal Award of TCPN Annual Contract # MO781

Dear Mr. Temple:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Arizona Service & Installation, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on April 24, 2007, and subsequent performance thereafter:

Contract

Major Equipment Installation & Repair

The contract will expire on May 31, 2009, completing the second year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Arizona Service & Installation, Inc. and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact me at 469-328-7157.

Sincerely,

Phillip J. Vasquez
TCPN Contract Manager



May 12, 2009

Arizona Service & Installation, Inc.
Attn: Mr. Barry L. Temple, President/Sales
224 E Chilton Drive # 7
Chandler AZ 85225

Re: Renewal Award of TCPN Annual Contract # MO781

Dear Mr. Temple:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Arizona Service & Installation, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on April 24, 2007, and subsequent performance thereafter:

Contract

Major Equipment Installation & Repair

The contract will expire on May 31, 2010, completing the third year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Arizona Service & Installation, Inc. and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact me at the TCPN Office at 713-744-8115.

Sincerely,

Jason Wickel
TCPN, Director

April 26, 2010

Arizona Service & Installation, Inc.
Attn: Mr. Barry L. Temple, President/Sales
224 E Chilton Drive # 7
Chandler AZ 85225

Re: Renewal Award of TCPN Annual Contract # MO781

Dear Mr. Temple:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Arizona Service & Installation, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on April 24, 2007, and subsequent performance thereafter:

Contract

Major Equipment Installation & Repair

The contract will expire on May 31, 2011, completing the fourth year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Arizona Service & Installation, Inc. and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact Matthew Mackel at the TCPN office at 713-744-6349.

Sincerely,



Jason Wickel
TCPN Director

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA SERVICE & INSTALLATION, INC.

[Proposal]

See following page.

July 20, 2010

Mr. Dan Davis
City of Avondale
11465 West Civic Center Drive.
Avondale, AZ 85323

Re: Athletic Facility Dasher Boards

Mr. Davis,

We are pleased to provide you with firm pricing on the Cascadia Dasher Board Systems using our TCPN Pricing; Contract Number MO-781.

Cascadia 3900 Series Dasher Board Systems (2 Sets)

78	Sections of 4'x8'x1/2" glass wall
96	Sections of 4'x8'x1 1/8 melamine wall
4	Curved glass corners
10	42" x 8' dasher sections with 3/8" HDPE
8	Players gates
4	Glass access gates
2	Scorekeepers tables
96	Lineal feet of player benches
4	Indoor soccer goals
2	Glass front to back sliders
2	HDPE front to back sliders
1	Horizontal Ceiling Nets (2) 180' x 80'
1	Vertical Side Nets

Material Total	\$ 192,710.00
TCPN Discount	-\$ 9,635.50
Freight	\$ 8,085.00
Labor	\$ 44,728.00
Tax	<u>\$ 13,770.66</u>
Total	\$ 249,658.16

The above prices are in US funds. Actual Sales Tax to be charged. If you have any questions on our quote please do not hesitate in contacting our office. We appreciate this opportunity to quote. We look forward to being of service to you in the future.

Sincerely,

Barry L. Temple

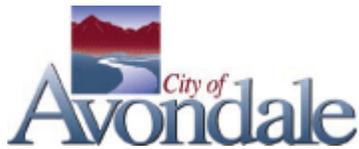
Barry L. Temple
President/ASI

924 E. Impala Ave. Suite #101 Mesa, AZ 85204 Commercial Lic. #ROC 209660 Residential Lic. # ROC 222482

Ph: 480-984-7003

Fax: 480-984-6055

Toll Free 866-984-7003



CITY COUNCIL REPORT

SUBJECT:

Purchase Agreement - Robert Cohen Company, LLC for indoor soccer turf for American Sports Center

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director (623)333-2411

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract with Robert Cohen Company, LLC to furnish and install the indoor soccer turf for the American Sports Center in the amount of \$127,378.34 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

DISCUSSION:

Staff worked with the architectural design team and representatives from American Sports Center to specify an indoor soccer turf that provides a durable, high quality playing surface for indoor soccer. The soccer turf that has been specified is currently utilized and recommended for play by most of the new indoor soccer facilities throughout the country. Representatives from American Sports Centers have reviewed the product and have toured facilities that have utilized this turf and have found it to be exceptional and of the highest standard. The turf is being purchased via a cooperative purchasing agreement from The Cooperative Purchasing Network (TCPN).

BUDGETARY IMPACT:

The indoor soccer turf is funded from the \$1,475,000 Furniture, Fixtures, and Equipment budget for the American Sport Center. The indoor soccer turf has an eight (8) year warranty with minimal yearly maintenance cost. The cost for the indoor soccer turf is summarized below.

Material, Installation & Bond	\$ 115,627.75
Freight	\$ 4,122.50
SalesTax	\$ 7,628.09
TOTAL	\$ 127,378.34

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Robert Cohen Company, LLC to furnish and install the indoor soccer turf for the American Sports Center in the amount of \$127,378.34 and authorize the Mayor or the City Manager and City Clerk to execute the necessary contract documents.

ATTACHMENTS:

Click to download

[PA](#)

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROBERT COHEN CO., LLC**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of August 2, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Robert Cohen Co., LLC, a New Mexico limited liability company ("Contractor").

RECITALS

A. After a competitive procurement process, The Cooperative Purchasing Network, a national purchasing cooperative, entered into Contract Number # R4851 with the Contractor for the construction and maintenance of athletic sports surfaces (the "TCPN Contract"). The TCPN Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City has determined that athletic sports surfaces construction and installation services are required at the City's American Sports Center (the "ASC Facilities")

C. The City is permitted to make purchases under the TCPN Contract without further public bidding, and the TCPN Contract permits its cooperative use by other governmental agencies including the City.

D. The City desires to purchase construction and installation services for the ASC Facilities (the "Materials and Services") under the TCPN Contract for a lower cost than would otherwise be available.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. 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 November 1, 2010.

2. Scope of Work. Contractor shall provide the Materials and Services under the terms and conditions of the TCPN Contract, and as set forth in the Proposal, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$127,378.34 for the Materials and Services as more particularly set forth in the Proposal, attached hereto as Exhibit B.

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

5. Records and Audit Rights. Contractor'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 Contractor and its subcontractors' employees who perform any work or Services pursuant to the Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all 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 City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor'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 the Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor 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 City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of the Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to the Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to the Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of

Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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 the State of Arizona.

10. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Contractor and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City under the TCPN Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

“City”
CITY OF AVONDALE, an Arizona
municipal corporation

“Contractor”
ROBERT COHEN CO., LLC
a New Mexico limited liability company

Charles P. McClendon, City Manager

By: _____

ATTEST:

Name: _____

Carmen Martinez, City Clerk

Title: _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010,
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona
municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me on _____, 2010,
by _____ as _____ of ROBERT COHEN CO.,
LLC, a New Mexico limited liability company, on behalf of the company.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROBERT COHEN CO., LLC

[TCPN Contract]

See following pages.

VENDOR CONTRACT

Between _____ and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

Construction and Maintenance for Athletic Services

The following pages will constitute the contract between the successful vendors(s) and TCPN. Bidders shall state, in a separate writing, and include with their response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096 and

This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

GENERAL TERMS AND CONDITIONS

1. Freight (if applicable)

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Surfaces should be warranted for the period specified by the manufacturer. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. Contracts

All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. Tax exempt status

All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

Arizona tax requirements

Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales and are the responsibility of the seller to remit. Failure to remit taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes damages and interest. If applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment Compensation insurance, Social Security and Worker's Compensation.

IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity. (This is required for any public agency in Arizona.

Knowing the tax laws in other states is the responsibility of the vendor.

6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor. Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc.

7. Disclosures

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

8. Renewal of Contracts

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor the administrative fee for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not. If the full four (4) extensions are authorized then an agency may utilize this contract for a maximum of 5 years. An agency may enter into a maintenance program for the period adopted within the contract and this may exceed the 5 years, since this is a line item within the contract.

9. Funding out clause.

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

10. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested.

11. Shipments (if applicable)

The Vendor shall ship ordered products within 2 days (48 hours) after the receipt of the order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that time, the Vendor shall notify the Participating Entity and TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

12. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant's purchase order number. The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. The Vendor shall not invoice for partial shipments unless agreed to in writing in advance by TCPN and the TCPN participant. This is to apply unless an alternative method is mutually agreed upon by the TCPN participant and the vendor.

13. Payments

The TCPN participant will make payments directly to the Vendor.

14. Pricing

The Vendor agrees to provide pricing to TCPN and its participating governmental agencies that are the lowest pricing available to similar customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee based upon what is paid to the vendor to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

15. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the 2% participation fee. The invoice will be based on total sales made through the TCPN contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms.

16. Indemnity

The Vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

17. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

18. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

19. New Technology and Products

New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to without the approval to TCPN. TCPN may reject any additions, without cause.

20. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from Vendor will result in probation or termination of contract. Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

21. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

22. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

23. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause.

Nothing in the contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time. TCPN reserves the right to request additional proposals for items already on contract at any time.

SPECIAL TERMS AND CONDITIONS

1. Labor and materials

The Vendor (Contractor) shall furnish all supervision, labor, special tools and test equipment, permits, professional services including transportation, insurance, material and supplies necessary to complete the project. Vendor (Contractor) shall use skilled, trained personnel, supervised and directly employed by the Vendor or subcontractor, no temporary, contract or day labor permitted.

2. Purchase orders and contracts

When a participating agency desires the Vendor to perform services, the participating agency will issue a purchase order detailing the number, type, length, and location of the desired installation. Each purchase order will reference this contract.

3. Compliance

All services will be rendered in compliance with applicable federal, state, and local statutes, laws regulations, rules, ordinances, directives, purchase order(s) and codes, including but not by way of limitation, the Fair Labor Standards Act and the Occupational Safety and Health Act.

4. Work hours

Work hours normally will be between 8:00 a.m. to 10:00 p.m., Monday through Friday. Work outside of these hours must be coordinated three (3) days in advance with participating agencies' Project Manager or a mutually agreed upon alternative.

5. Cost of services

Cost of services will be in compliance with the accepted proposal. Special circumstances such as mechanical obstructions, installations, which may result in a building, code problems and asbestos containing materials, shall be brought to the attention of the project manager by the Vendor before any further work is done.

6. Drawings

Upon completion of the project, the Vendor shall provide the participating agency with an electronic copy of the technical drawings (preferably in AutoCAD) showing the "as built" layout on the project or a mutually agreed upon alternative.

7. Bonding

On projects requiring bonding by state statute the contractor agrees to supply the required bond to the participating agency. If the bond requested is more than what is required by statute. The contractor agrees to supply the bond to the agency and invoice for only the cost in supplying the bond.

8. Warranty

The Vendor shall warrant installation for a complete project for a period of (365) days from the final project acceptance date and shall cover all workmanship and material provided, unless a longer term warranty is included. The Vendor's sole duty and the participating agencies' exclusive remedy for Vendor's breach of the warranty will be limited to the expeditious and timely correction of defective workmanship and/or the repair or replacement of any defective materials.

9. Bonds

The Vendor shall provide Performance Bonds, Payment Bonds or any other bonds required by Texas Statutes or by the participating entity. Any Bonding requirements above Texas Statutes will be done as a pass through cost to the participating entity showing the invoice from the bonding company.

10. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the participating agency prior to commencement of work. The insurance company shall be licensed in the State of Texas and shall be acceptable to the TCPN participant or the insurance company will be licensed in the state in which the work is being performed under this contract. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The vendor will add the TCPN participant as an additional insured if requested at the cost of the vendor.

Other state's statutory required insurance

Contractor's Liability Insurance	Minimum Coverage
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

Commercial General Liability

Includes: Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00
Property damage	
Each Occurrence	\$250,000.00

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: _____

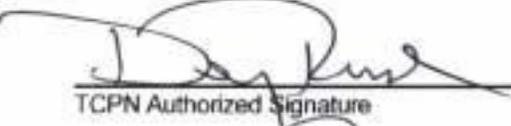
Prices are guaranteed for One year from acceptance

Company name Robert Cohen Co., LLC
Address 2655 Pan American NE, Ste E
City/State/Zip Albuquerque, NM 87107
Telephone No. 877-395-1978 505-243-2972
Fax No. 505-243-2975
E-mail address rcohen@sport-surfaces.com
Authorized signature 
Printed name Robert J. Cohen
Position with company Managing Member
Sales representative's name Preston Denard
Web site URL www.sport-surfaces.com

Accepted by The Cooperative Purchasing Network:

Term of contract 2.6.08 to 9.30.08

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor all participation fees for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not.


TCPN Authorized Signature

2.6.08
Date

Doug Ruff
Print Name

Approved by Region 4 ESC by Robert A. Pechacek

2.6.08
Date

TCPN Contract No. B4851

VENDOR PROFILE QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

- 1. a. Minority/Women Business Enterprise (Required by some participating governmental agencies)

Vendor certifies that his firm is a M/WBE [] Yes [] No

- b. Historically Underutilized Businesses (Required by some participating governmental agencies)

Vendor certifies that his firm is a HUB [] Yes [] No

- 2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder. [] Yes [] No

Vendor's principal place of business is in the city of _____ State of _____

- 3. Felony Conviction Notice (Required by the State of Texas)

[] A publicly held corporation; therefore, this reporting requirement is not applicable.

[] Is not owned or operated by anyone who has been convicted of a felony.

[] Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

- 4. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. [] Yes [] No

If answer is no, attach a statement detailing how pricing for TCPN participants wouldbe calculated.

- Pricing submitted includes the required TCPN administrative fee. [] Yes [] No

- Vendor agrees to remit to TCPN the required administrative fee. [] Yes [] No

- Additional discounts for purchase of a guaranteed quantity? [] Yes [] No

- 5. Processing Information

Company billing address where the invoice for the 2% participation fee will be sent by TCPN:

Contact Person _____

Title: _____

Company: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____

Email: _____

Contact person responsible for processing and confirming all purchase orders (PO's) sent by TCPN:

Contact Person _____

Title _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____

Email: _____

- 7. **Sales inside Texas**
The Vendor can supply all areas of the state of Texas. Yes No
- 8. **Sales inside Arizona**
The Vendor can supply all areas of the state of Arizona Yes No
- 9. **Sales inside Arkansas**
The Vendor can supply all areas of the state of Arkansas Yes No
- 10. **Sales inside New Mexico**
The Vendor can supply all areas of the state of New Mexico Yes No
- 11. **Sales inside Oklahoma**
The Vendor can supply all areas of the state of Oklahoma Yes No
- 12. **Sales inside Tennessee**
The Vendor can supply all areas of the state of Tennessee Yes No
- 13. **Sales inside Florida**
The Vendor can supply all areas of the state of Florida Yes No

Other States Covered

TCPN may extend contracts to governmental agencies within other states in addition to Texas, Arkansas, Arizona and New Mexico. Bidder must indicate any other states where the same terms and conditions can be offered.

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Missouri |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Montana |
| <input type="checkbox"/> California | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> New York |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |

14. Cooperatives

List any other cooperative contracts currently held in Texas, Arkansas, Arizona, New Mexico, and Oklahoma.

Cooperative	Discount Offered	Expires?
<input type="checkbox"/> Buyboard – Texas Local Gov’t Purchasing Cooperative – Texas		
<input type="checkbox"/> Mohave Educational Services Cooperative (MESC) - AZ		
<input type="checkbox"/> Cooperative Educational Services (CES) – NM		
<input type="checkbox"/> Texas Bldg and Procurement Commission (TBPC)		
<input type="checkbox"/> Department of Information Resources (DIR) - Texas		
<input type="checkbox"/> Western States Contracting Alliance (WSCA)		
<input type="checkbox"/> U S Communities		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		



Certified MONDO, AACER, and DECO Installation Contractors

2655-E Pan American Frwy NE
Albuquerque, New Mexico 87107
Toll Free 877-395-1978 Fax 505-243-2975
www.sport-surfaces.com

QUESTIONS FOR PROPOSERS

QUESTION 1: COMPANY HISTORY

Headquartered in Albuquerque, New Mexico, Robert Cohen Co., LLC sells and installs athletic surfaces. We are distributors, manufacturer's representatives, and certified installation contractors. Our reputation is for consistent performance at the highest levels of quality and for successful management of large and small installations over a large geographic area.

The founder and managing member, Robert J. Cohen, has been a licensed flooring contractor since 1977. Originally in partnership from 1977 to 1998, Mr. Cohen opened Robert Cohen Co., LLC as sole owner in 1998. His former partner, Neil Silver, went on to work directly for Mondo as marketing director in nine western states.

Cohen Co. currently employs eighteen full time factory-certified installers. We use a combination of own labor and subcontracted labor. Robert Cohen Co., LLC trains from within, with newer employees constantly receiving training from more senior ones, and all employees taking part in ongoing factory and in-house training.

Our sales and support staff has grown over the years as well, with four full time administrative staffers, two full-time sales people for New Mexico and Texas, and two full-time sales people in Arizona, both living in Phoenix.

We have been fortunate to enjoy steady growth over the years and have retained sufficient working capital to finance that growth. It is our belief that an insufficient cash reserve is what leads to problems for construction contractors.

As a result of our success with the AEPA contract, Robert Cohen Co., LLC has been designated as the contracting entity for cooperative purchasing contracts by its suppliers.

Cohen's thirty years as a contractor extend through good economic times as well as bad, and our reputation for excellence remains intact. As a company, we strive to give the best possible service to our customers, and to promote a healthy and safe work environment for our employees.

QUESTION 2: OFFICIAL REGISTERED NAME

Robert Cohen Co., LLC

QUESTION 4: NUMBER OF EMPLOYEES

New Mexico:

- Direct Sales: 2
- Service Technicians: 12
- Administrative: 6

Texas:

- Direct Sales: 2
- Service Technicians: 12

Arizona:

- Direct Sales: 2
- Service Technicians: 6

QUESTION 5: W/MBE VENDOR

No

QUESTION 6: DUN & BRADSTREET NUMBER

138257634

QUESTION 7: STANDARD TERMS OF PAYMENT

1% ten days, net 30.

QUESTION 8: MARKET POSITION

We are the dominant company for athletic flooring systems in New Mexico and have a strong presence in Arizona and Texas, with sales in nine states in 2006. The manufacturers we represent: Mondo, Aacer, Deco and Everlast, are generally considered to be the finest quality in each of their categories.

QUESTION 9: SALES SUPPORT TO GOVERNMENT

Ninety percent of our sales are to government projects. All our sales staff is well trained in the needs and limitations of government procurement. We are cognizant of our responsibility to sell the government customer only what they need, and to refuse the sale if we do not believe the product requested is suitable for the use.

QUESTION 10: TRAINING

We provide on-site training as well as telephone support on a free basis to government customers.

QUESTION 11: CUSTOMER SERVICE

We are available by phone, mail, e-mail at all times for customer service requests. All our offices are able to receive customer service requests and all our technicians are able to perform customer service calls.

QUESTION 12: AFTER-HOURS REQUESTS

As an athletic flooring provider, we respond to service requests during regular business hours.

QUESTION13: EMERGENCY CALLS

As an athletic flooring provider, there are no emergency service requests.

QUESTION 14: 24/7 SERVICE

As an athletic flooring provider, we respond to service requests during regular business hours.

QUESTION 15: HISTORIC PROBLEM RESOLUTON

We have developed a reputation for prompt and thorough response to service complaints, which is one of the reasons for our success. We have a reputation for treating service calls as free warranty repairs well beyond the warranty period. As the exclusive supplier for our manufacturers, we believe it is our responsibility to ensure customer satisfaction with the products over the long haul.

QUESTION 16: QUALITY ASSURANCE

Regular and on-going training for employees, regular job-site tailgate meetings, and frequent visits to the jobsites by supervisors and upper management.

QUESTION 17: PRODUCT SUPPORT

Manufacturer's representatives visit all states on a regular basis and are available for specific site visits at any time at no charge.

QUESTION 18: ADMINSTRATIVE SUPPORT

Administrative support comes from our new Mexico office staff. Well staffed, we are always available. We do not answer the phone with a machine, we have live personnel field all calls.

QUESTION 19: ADMINISTRATIVE PERSONNEL

Sheli Keyes, Project manager

877-395-1978 o

505-243-2971 f

skeyes@sport-surfaces.com

Five years at firm.

Marijo Taylor
877-395-1978 o
505-243-2971 f
mtaylor@sport-surfaces.com
Two years at firm.

Anya Richens, Project Coordinator
877-395-1978 o
505-243-2971 f
arichens@sport-surfaces.com
One year at firm.

Linda Aker, Accounting Assistant
877-395-1978 o
505-243-2971 f
laker@sport-surfaces.com
One year at firm.

QUESTION 20: SUPPORT DOCUMENTS

We provide maintenance and warranty documentation as well as video and on-site training.

QUESTION 21: SUPPORT RESOURCES

We offer design and planning assistance at no cost. Our many years in the business gives us the ability to help the government entity meet its needs and avoid disappointment. Our manufacturers also offer design assistance at no charge.

QUESTION 22: SUPPORT DOCUMENTS

We provide maintenance and warranty documentation as well as video and on-site training.

QUESTION 23: MEASUREMENT OPTIONS

We base all quantities on actual square footage.

QUESTION 24: PURCHASE ORDERS

We accept paper, faxed, or e-mail purchase orders. We do not accept verbal purchase orders.

QUESTION 25: CREDIT REQUIREMENTS

All government entities are automatically approved for our standard terms of 1% ten days, net 30.

QUESTION 26: PURCHASE ORDERS

We accept paper, faxed, or e-mail purchase orders. We do not accept verbal purchase orders. We follow up with confirmation.

QUESTION 27: TAX EXEMPT FORMS

Based on local and state law, government entities may need to provide tax exempt certificates one time or for each project.

QUESTION 28: INVOICING

We use our standard invoice form or any form preferred by the government entity. We invoice at the end of each month.

QUESTION 29: INVOICING AND TERMS

We use our standard invoice form or any form preferred by the government entity. We invoice at the end of each month. All government entities are automatically approved for our standard terms of 1% ten days, net 30.

QUESTION 30: EFT

We are capable of receiving Electronic Fund Transfers. We currently support CPT format.

QUESTION 31: INVOICE CUTOFF

We are willing to accept invoice cut-off at 120 days.

QUESTION 32: TIMELY BILL ISSUANCE

We cross-check billing between Project Management and Accounting on a weekly basis to assure that all bills are being sent.

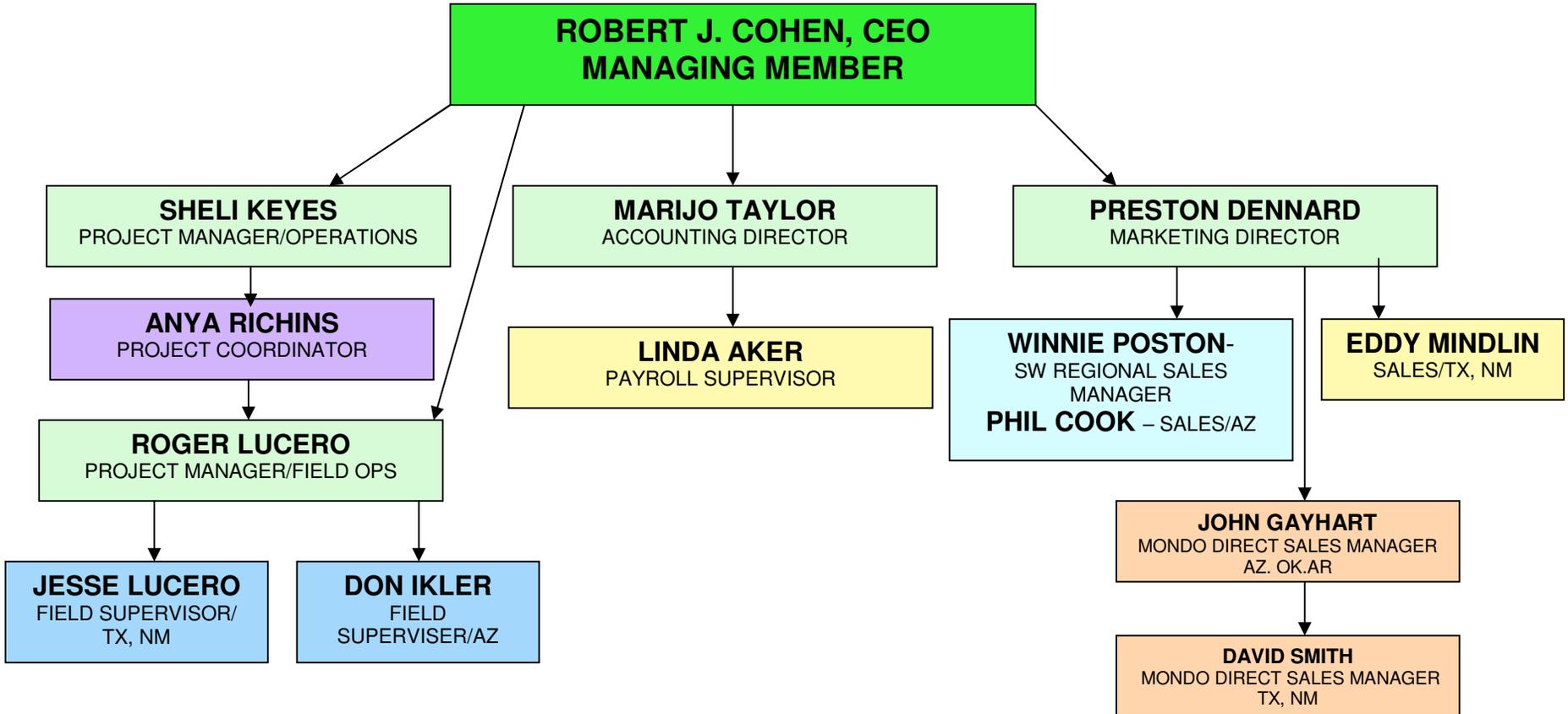
QUESTION 33: STATES INCLUDED

We will honor pricing in all fifty states.

QUESTION 34: PRICING MULTIPLIER

See pricing matrix.

**ROBERT COHEN CO., LLC
ORGANIZATIONAL FLOW CHART**





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Albuquerque, New Mexico 87107
Toll Free 877-395-1978 Fax 505-243-2975
www.sport-surfaces.com

ADDITIONAL INFORMATION

WARRANTY:

We warrant our installations to be free of defects in materials and workmanship for a period of one year from owner's acceptance. Many products have longer manufacturer's warranties.

SALES VOLUME CONTRACTING

2004 \$2.5 MILLION

2005 \$4.2 MILLION

2006 \$9 MILLION

NUMBER OF YEARS AS GENERAL CONTRACTOR

Thirty

NUMBER OF YEARS AS ATHLETIC CONTRACTOR

Twelve

LINE ITEM CONTRACTING EXPERIENCE

AEPA athletic vendor since 2003. See reference list Tab 5.

DESCRIPTION OF SERVICES

We offer sales, service and installation of hardwood and synthetic indoor athletic surfaces, running tracks, synthetic turf fields, and tennis courts.

VARIETY OF SERVICES

We offer Mondo vulcanized rubber gymnasium, weight room, and running track surfaces, Acer hardwood gym floors, Fisher arylc and polyurethane track surfaces, Deco tennis court surfaces, and Everlast recycled rubber weight room floors.

FAVORED PRICING FOR TCPN

We offer cooperative purchasing customers 4% off the best price we will ever offer outside of the co-op.

TCPN COVERAGE

We will offer our products and services to all TCPN participants.

ADVANCED TECHNOLOGY

Our manufacturers are widely acknowledged to be the leaders in terms of product innovation in their industries.

INTERNET

We maintain an attractive, up to date website with pictures and technical information on all our products. We are able to take orders, service requests, and answer questions through the internet.

TCPN STAFF TRAINING

As a TCPN vendor through AEPA since 2003, our staff is familiar with TCPN procedures and requirements.

PRODUCT STOCKING

We do not stock products. We drop ship orders from the manufacturer to the jobs.

QUOTATION PROCESS

All TCPN quotes will be clearly marked as such and will contain the TCPN contract number and the terms conspicuously displayed. All line items will be listed with the TCPN part number and the TCPN line item price.



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REFERENCES

AEPA

Max Luft, Executive Director
4216 Balloon Park Rd. NE
Albuquerque, NM 87109
505-344-5470

CES

Llew Perry, Assistant Executive Director
4216 Balloon Park Rd. NE
Albuquerque, NM 87109
505-344-5470

TCPN

Doug Rupe, Chief Contract Manager
7145 W. Tidwell
Houston, TX 77092
713-744-6356

CSIU

Jeff Kimball, Cooperative Purchasing Services Director
PO Box 213
Lewisburg, PA 17837
570-524-5600

West Texas A&M

Tadhi Hayes, Staff Architect
WTAMU Box 60825
Canyon, TX 79016
806-651-2138

Midland Independent School District

James Riggan, AIA, Staff Architect
801 South Moran
Midland, TX 79701
432-689-1503

Tucson Unified School District

Thomas Samorra, Project Manager
2025 E. Winsett Street
Tucson, AZ 85719
520-225-4757

Tucson Unified School District
Ray Stodard, Project Manager
2025 E. Winsett Street
Tucson, AZ 85719
520-225-4940

Emily Gray Junior High School
Tucson, AZ
Gary Reed – Assistant Principal xt. 2003
520-749-3838

Page High School
Alan Smith, Special Projects
Page, AZ
928-608-4174
Running Track

Los Alamos High School
Herb McClean
Los Alamos, NM
505-663-2267

Belen High School
Jose Trujillo, Special Projects
Belen, NM
505-966-1003



TCPN - 2007 BUSINESS & MARKETING PLAN

Marketing Goal:

- Increase awareness of TCPN purchasing options in TCPN member states.

Desired Outcome:

- Create positive results for customers and maximize TCPN's and Robert Cohen Co., LLC's profitability and long-term success.

Targets:

- K through 12
- Colleges, Junior Colleges, and Universities
- Parks and Recs
- Municipalities

Marketing Strategies:

- Incorporate manufacturer's dealer network in TCPN member states.
- Create focused marketing tools such as publications, internet, banners and advertisements promoting TCPN as a purchasing option.
- Establish personal and business relationships with potential customers in TCPN states.
- Develop new or strengthen existing partnerships with municipalities, school districts, and sports governing bodies in TCPN states.

Limitations:

- TCPN will be primary contracting offering in states with TCPN agency.
- Customers will be encouraged to purchase through the TCPN contract.
- No customer will be given the same price outside the TCPN contract as they will be able to receive through the TCPN contract.
- Vendor will not use TCPN name or logo without permission.

February 6, 2008

Robert Cohen Co., LLC
ATTN: Mr. Robert J. Cohen, Managing Member
2655 Pan American NE, Suite E
Albuquerque, NM 87107

Dear Mr. Cohen:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Robert Cohen Co., LLC has been awarded an annual contract for the following services based on the proposal submitted to TCPN:

Commodity

Construction and Maintenance of Athletic Surfaces

Contractor

Robert Cohen Co., LLC

The contract is effective immediately and will expire on September 30, 2008. The contract may be renewed annually for up to an additional four years, if mutually agreed to by TCPN and Robert Cohen Co., LLC.

The partnership between Robert Cohen Co., LLC and TCPN can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representatives to assist in their work with our participating agencies.

If you have any questions or concerns, please feel free to call me at the TCPN office at 713-744-4411.

Sincerely,



Doug Rupe
TCPN, Contract Consultant



Robert A. Pechacek
Region 4 ESC, Deputy Director, Financial Services/CFO

September 2, 2008

Robert Cohen Co., LLC
ATTN: Mr. Robert J. Cohen, Managing Member
2655 Pan American NE, Suite E
Albuquerque, NM 87107

Re: Renewal Award of TCPN Annual Contract # R4851

Dear Mr. Cohen:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Robert Cohen Co., LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on June 19, 2007, and subsequent performance thereafter:

Contract

Construction and Maintenance of Athletic Surfaces

The contract will expire on September 30, 2009, completing the second year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Robert Cohen Co., LLC and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact me at 469-328-7157.

Sincerely,



Phillip J. Vasquez
TCPN Contract Manager

September 9, 2009

Robert Cohen Co., LLC
ATTN: Mr. Robert J. Cohen, Managing Member
2655 Pan American NE, Suite E
Albuquerque, NM 87107

Re: Renewal Award of TCPN Annual Contract # R4851

Dear Mr. Cohen:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Robert Cohen Co., LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on June 19, 2007, and subsequent performance thereafter:

Contract

Construction and Maintenance of Athletic Surfaces

The contract will expire on September 30, 2010, completing the third year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Robert Cohen Co., LLC and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact me at the TCPN office at 713-744-8115.

Sincerely,



Jason Wickel
TCPN Director

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ROBERT COHEN CO., LLC

[Proposal]

See following page.



Certified MONDO Installation Contractors

2655-E Pan American Frwy NE
 Albuquerque, New Mexico 87107
 Toll Free 877-395-1978 Fax 505-243-2975
 AZ License # ROC210774, ROC216463
www.sport-surfaces.com

July 21, 2010

Dan Davis
 City of Avondale
 11465 Civic Center Drive
 Avondale, AZ 84323

Re: American Sports Center
 Controlled Products SOF-STEP 200 Plus

Dear Mr. Davis:

We will furnish the labor, material and equipment for the complete work to furnish and install approximately 28,800 square feet of Controlled Products SOF-STEP 200 Plus soccer turf system, according to manufacturer's installation guidelines, in Soccer Fields #002, per plans and specs by Smith Group dated April 1, 2010. Included in the work are inlaid soccer lines and classic rubber and sand infill. Adhesively adhered seams in lieu of Velcro.

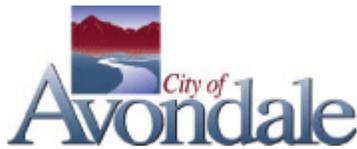
The cost for the work through TCPN Contract #R4851 is:

TCPN Part #	Description	Qty	Unit	Price	Total
M-3433-003	Controlled Products SOF-STEP 200 Plus	28800	Sq. Ft.	\$ 3.12	\$ 89,856.00
M-3433-005	Classic rubber infill	28800	Sq. Ft.	\$ 0.80	\$ 23,040.00
M-3435-021	Freight	24250	Lbs.	\$ 0.17	\$ 4,122.50
M-3435-022	Bond			2.1%	\$ 2,731.75
M-3435-019	Tax			9.8%	\$ 7,628.09
					\$127,378.34

Yours truly,

ROBERT COHEN CO., LLC

By 
 Robert J. Cohen, Managing Member



CITY COUNCIL REPORT

SUBJECT:
Equipment Purchase - CRAFCO, Inc. - Asphalt
Crack Cleaner

MEETING DATE:
August 2, 2010

TO: Mayor and Council
FROM: Wayne Janis, PE, Public Works Director, 623-333-4444
THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the purchase of an asphalt crack cleaner from CRAFCO, Inc. through the Houston-Galveston cooperative purchasing contract #SM10-08, utilizing Street Fund Contingency in the amount of \$58,693.10 and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

During the last fiscal year the streets division has been working very closely with the Engineering department to assist in the pavement management program. This has shifted the division's priority to focus on crack sealing. The streets division is in need of an asphalt crack cleaner in order to comply with Maricopa County air pollution control regulations- rule 310.

DISCUSSION:

The City is subject to Maricopa County air pollution control regulations- rule 310. The purpose of rule 310 is to limit particulate matter (PM10) emissions into the ambient air from any property, operation or activity that may serve as a fugitive dust source. The effect of this rule shall be to minimize the amount of PM10 entrained into the ambient air as a result of the impact of human activities by requiring measures to prevent, reduce, or mitigate particulate matter emissions. The current crack sealing process is not compliant with PM10 standards. In order to become compliant we are requesting the purchase of an asphalt crack cleaner. This will allow the crews to properly clean the cracks while complying with air pollution control regulations. The asphalt crack cleaner is available from the local CRAFCO dealer through the Houston-Galveston cooperative purchasing contract #SM10-08.

BUDGETARY IMPACT:

The purchase price of the machine is \$58,693.10 . This is not a budgeted item. There is contingency funding of \$250,000 budgeted in the Streets Fund.

RECOMMENDATION:

Staff recommends Council approve the purchase of an asphalt crack cleaner from CRAFCO, Inc. through the Houston-Galveston cooperative purchasing contract #SM10-08, utilizing Street Fund Contingency in the amount of \$58,693.10 and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

[Quote for Crack Cleaner](#)



AN ERGON COMPANY
 420 N. Roosevelt Avenue
 Chandler, Arizona 85226
 Phone: (602) 276-0406 (800) 528-8242
 Fax: (480) 940-0313

QUOTE SHEET

REGION WR7 QUOTE# REVISION

DATE: May 5, 2009

REPLACES QUOTE# :

WR7

05/20/10 TO 09/30/10

0 City of Avondale

QUOTE TO: City of Avondale
 399 E. Lower Buckeye Road
 Avondale, AZ. 85323

TITLE: Crack-Vac Asphalt Cleaner

BID DATE:
BID NUMBER:
PROJECT START DATE
MUST SHIP BEFORE: 5/20/2010

QUOTE EFFECTIVE DATES: 05/20/10 TO 09/30/10

CONTACT NAME: Russell Ellis
PHONE: 623-478-3310
FAX NUMBER: 623-333-0470
EMAIL: rellis@avondale.org
SHIP TO: To Be Determined

FOB: O/PPD/CB WILL CALL THIRD PARTY O/PPD/NC
 O/COL O/PPD/CB FIXED AMOUNT \$

PAYMENT TERMS: Net 30
QUOTED BY: Ed Myers
SALES REGION: WR7

ESTIMATED TIME TO SHIP: QUOTED AT TIME OF ORDER DAYS A.R.O. _____

NOTE: ALL PAYMENT TERMS ARE SUBJECT TO CREDIT APPROVAL.
 Pricing Does Not Include Applicable Taxes. Tax exemption forms must be on file prior to invoicing. **Unpaid sales tax will be reported to State & Local tax authorities.**
 Extension Is Net After Terms.
 Pricing and availability are subject to change without notice.

FOB DEFINITIONS:
 O/PPD/NC Origin/Prepaid/No Charge – Crafco will pay all shipping charges.
 O/COL Origin/Collect – Freight charges will be collected by the freight carrier at the delivery point.
 O/PPD/CB Origin/Prepaid/Charge Back – Crafco will pay the shipping charges and charge it to the customer including drop charges and other charges that apply.
 O/PPD/FIXED/CB Origin/Prepaid/Charge Back – Crafco has quoted a fixed freight cost that will be added to the invoice plus drop charges that apply.
 THIRD PARTY Freight charges are billed direct by the freight company to an account set up by the customer.
 RETURNS: Not all products are returnable. All returns must be authorized by Crafco and are subject to restocking and repackaging charges.

PART NUMBER	DESCRIPTION	QUANTITY	UNIT	PRICE	NET	EXTENSION
60400	Crack-Vac Asphalt Crack Cleaner	1	Each	\$54,700.00	\$54,700.00	\$54,700.00
	Skid Mount					
	Sales Tax (7.3%)	1	Each	\$3,993.1000	\$3,993.1000	\$3,993.1000
	Total					\$58,693.1000



AN ERGONER COMPANY
 420 N. Roosevelt Avenue
 Chandler, Arizona 85226
 Phone: (602) 276-0406 (800) 528-8242
 Fax: (480) 940-0313

QUOTE SHEET

REGION WR7 QUOTE# REVISION

DATE: May 5, 2009

REPLACES QUOTE# :

WR7

05/20/10 TO 09/30/10

0 City of Avondale

QUOTE TO: City of Avondale
 399 E. Lower Buckeye Road
 Avondale, AZ. 85323

TITLE: Crack-Vac Asphalt Cleaner

BID DATE:
BID NUMBER:
PROJECT START DATE
MUST SHIP BEFORE: 5/20/2010

QUOTE EFFECTIVE DATES: 05/20/10 TO 09/30/10

CONTACT NAME: Russell Ellis
PHONE: 623-478-3310
FAX NUMBER: 623-333-0470
EMAIL: rellis@avondale.org
SHIP TO: To Be Determined

FOB: O/PPD/CB WILL CALL THIRD PARTY O/PPD/NC
 O/COL O/PPD/CB FIXED AMOUNT \$

PAYMENT TERMS: Net 30
QUOTED BY: Ed Myers
SALES REGION: WR7

NOTE: "STA" = Subject to Availability - Quantities may be limited at Crafco's discretion.

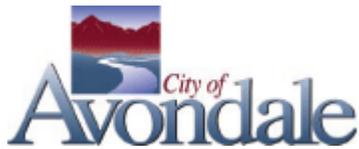
OPTIONS INCLUDE: *Options in this sections are included in the unit price shown above.*

PART NUMBER	DESCRIPTION	QTY	PART NUMBER	DESCRIPTION	QTY
-------------	-------------	-----	-------------	-------------	-----

COMMENTS: *Comments and clarification from engineering and sales*

Pricing from HGAC Contract SM10-08 good through 9/30/10
 Price include Delivery and Safety Training
 Price does not include any applicable sales taxes

APPROVED:



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1422-810 and 1423-810 - Dedication of Power Distribution Easements to SRP – Avondale City Center

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services & Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance granting two (2) public power distribution easements which will allow Salt River Project (SRP) to provide electrical service for the American Sports Center (ASC) and the retail development and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

BACKGROUND:

During the past year, the City of Avondale has planned for the construction of the American Sports Centers-Avondale and the retail buildings in the City Center planning area. On July 20, 2009, Council approved the Construction Manager at Risk (CMAR) Agreement with Sundt for the construction of the public infrastructure. On November 16, 2009, Council approved Amendment No.1 to the CMAR Agreement with Sundt establishing the Guaranteed Maximum Price for infrastructure improvements and on January 4, 2010, approved Amendment No. 2 to the CMAR Agreement which authorized the construction of the 83,000 square foot facility. On July 5, 2010, Council approved Amendment No.3 to the CMAR Agreement with Sundt establishing the Guaranteed Maximum Price for the proposed retail buildings.

DISCUSSION:

In order to provide electrical service to the upcoming 83,000 square foot ASC Facility and the 24,540 square foot retail buildings, SRP requires power distribution easements. The grant of power distribution easements will allow SRP to install the required electrical transformers and required equipment within the proposed easement and provide electrical service to the ASC and retail developments. The Council already approved (July 19th, 2010) an ordinance granting a power distribution easement for electrical facilities that will provide electrical service to the overall City Center East Phase 1 site. The additional power distribution easements are exclusively needed for the ASC and retail developments. These easements are within public right-of-way.

BUDGETARY IMPACT:

The proposed dedication of the easements to SRP will have no budgetary impact on the City.

RECOMMENDATION:

Staff recommends that the City Council adopt two ordinances granting two (2) public power distribution easements which will allow Salt River Project (SRP) to provide electrical service for the American Sports Center (ASC) and the retail development and authorize the Mayor or City Manager and City Clerk to execute the appropriate documentation.

ATTACHMENTS:

Click to download

 [Ordinance 1422-810](#)

 [Ordinance 1423-810](#)

ORDINANCE NO. 1422-810

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. A power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located along Corporate Drive, west of Park Avenue, described in Exhibit A to the easement form attached hereto as Exhibit 1.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 2, 2010.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1422-810

[Salt River Project Power Distribution Easement Agreement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
SW ¼, Sec. 6, T1N, R1E

Agt. SCF
Job # KJP-2022
W _____ C _____

**CITY OF AVONDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest Quarter of Section 6, Township 1 North Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement as described on Exhibit A, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

EXHIBIT A

July 5, 2010
Avondale City Center

Salt River Project KJP-2022
POWER DISTRIBUTION EASEMENT
Grantor: City of Avondale

LEGAL DESCRIPTION

An easement for underground power distribution purposes located within the Southwest Quarter of Section 6, Township 1 North Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Easement Part "A"

Commencing at the West quarter corner of said Section 6, thence South 00 degrees 2 minutes 19 seconds East along the west line of said section 6, as the basis of bearing, a distance of 802.01 feet;

Thence North 89 degrees 3 minutes 16 seconds East along a line parallel with and 21 feet north of the northern most lines of Lot 3 and Lot 4, Avondale City Center Phase 1 as recorded in Book 1027, Map 31, official records of Maricopa County, a distance of 527.49 feet

Thence North 86 degrees 41 minutes 24 seconds East a distance of 72.77 feet to a point on a line parallel with and 24 feet north of the north line of said Lot 4;

Thence North 89 degrees 3 minutes 16 seconds East a distance of 68.43 along said parallel line feet to to the True Point of Beginning of an Easement for an 8 foot by 8 foot square equipment pad;

Thence North 0 degrees 56 minutes 44 seconds West a distance of 1.00 feet;

Thence North 89 degrees 3 minutes 16 seconds East a distance of 8.00 feet;

Thence South 0 degrees 56 minutes 44 seconds East a distance of 8.00 feet;

Thence South 89 degrees 3 minutes 16 seconds West a distance of 8.00 feet;

Thence North 0 degrees 56 minutes 44 seconds West a distance of 7.00 feet to the True Point of Beginning.

Avondale City Center Phase 1
SRP PDE – City of Avondale
KJP-2022 Equipment Pad
Legal Description, continued

Easement Part “B”

Commencing at the West quarter corner of said Section 6, thence South 00 degrees 2 minutes 19 seconds East along the west line of said section 6, as the basis of bearing, a distance of 1322.76 feet;

Thence North 89 degrees 57 minutes 41 seconds East a distance of 99.87 feet to a point on a line parallel with and 24 feet south of the south line of said Lot 4;

Thence North 89 degrees 3 minutes 15 seconds East along said parallel line a distance of 483.28 feet to the True Point of Beginning of an Easement for an 8 foot by 8 foot square equipment pad;

Thence North 0 degrees 56 minutes 45 seconds West a distance of 6.50 feet;

Thence North 89 degrees 3 minutes 15 seconds East a distance of 8.00 feet;

Thence South 0 degrees 56 minutes 45 seconds East a distance of 8.00 feet;

Thence South 89 degrees 3 minutes 15 seconds West a distance of 8.00 feet;

Thence North 0 degrees 56 minutes 45 seconds West a distance of 1.50 feet to the True Point of Beginning.

ORDINANCE NO. 1423-810

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING A POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. A power distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District in the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located along Corporate Drive, west of Park Avenue, described in Exhibit A to the easement form attached hereto as Exhibit 1.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 2, 2010.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1423-810

[Salt River Project Power Distribution Easement Agreement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
SW ¼, Sec. 6, T1N, R1E

Agt. SCF
Job # KJP-3010
W _____ C _____

**CITY OF AVONDALE,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantee is hereby authorized to permit others to use the Easement Parcel for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest Quarter of Section 6, Township 1 North Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

Said easement as described on Exhibit A, attached hereto and by this reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

EXHIBIT A

July 1, 2010
Avondale City Center

Salt River Project KJP-3010
POWER DISTRIBUTION EASEMENT
Grantor: City of Avondale

LEGAL DESCRIPTION

An easement for underground power distribution purposes located within the Southwest Quarter of Section 6, Township 1 North Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at the West quarter corner of said Section 6, thence South 00 degrees 2 minutes 19 seconds East along the west line of said section 6, as the basis of bearing, a distance of 802.01 feet;

Thence North 89 degrees 3 minutes 16 seconds East along a line parallel with and 21 feet north of the northern most lines of Lot 3 and Lot 4, Avondale City Center Phase 1 as recorded in Book 1027, Map 31, official records of Maricopa County, a distance of 527.49 feet

Thence North 86 degrees 41 minutes 24 seconds East a distance of 72.77 feet to a point on a line parallel with and 24 feet north of the north line of said Lot 4;

Thence North 89 degrees 3 minutes 16 seconds East a distance of 79.43 along said parallel line feet to the True Point of Beginning of an Easement for a 10 foot by 10 foot square equipment pad;

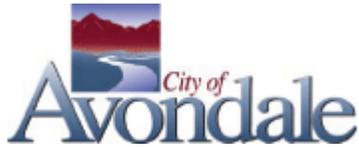
Thence North 0 degrees 56 minutes 44 seconds West a distance of 1.00 feet;

Thence North 89 degrees 3 minutes 16 seconds East a distance of 10.00 feet;

Thence South 0 degrees 56 minutes 44 seconds East a distance of 10.00 feet;

Thence South 89 degrees 3 minutes 16 seconds West a distance of 10.00 feet;

Thence North 0 degrees 56 minutes 44 seconds West a distance of 9.00 feet to the True Point of Beginning.



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1424-810 - Amending Ordinance 1421-710 - Authorizing the Acquisition of Real Property for Public Use

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council amend Ordinance 1421-710 authorizing the acquisition of property by purchase, condemnation, or dedication of approximately 32 acres of property located near Avondale Boulevard and Roosevelt Street by revising Exhibit A and authorize the Mayor and City Clerk to execute the necessary documents.

DISCUSSION:

The City Council adopted Ordinance 1421-710 at the July 19, 2010 Council meeting authorizing the acquisition of approximately 32 acres of property near Avondale Boulevard and Roosevelt Street. The legal description and exhibit attached to the report incorrectly described the property. Staff is requesting that the City Council amend Ordinance 1421-710 to include a revised Exhibit A accurately describing the property to be acquired.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance amending Ordinance 1421-710 authorizing the acquisition of property by purchase, condemnation, or dedication of approximately 32 acres of property located near Avondale Boulevard and Roosevelt Street by revising Exhibit A and authorize the Mayor and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

 [Ordinance 1424-810](#)

ORDINANCE NO. 1424-810

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING ORDINANCE NO. 1421-710 AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, the Council of the City of Avondale (the “City Council”) adopted Ordinance No. 1421-710 on July 19, 2010, authorizing the acquisition of a ± 32 acre parcel of real property, generally located east of Avondale Boulevard, south of Roosevelt Street, in Avondale, Arizona (the “Property”) necessary for public use in the Avondale City Center area; and

WHEREAS, the City Council desires to amend Ordinance No. 1421-710 to authorize and incorporate a revised legal description and map of the Property that includes additional property necessary for future public right-of-way (the “Inclusive Acquisition Property”), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Ordinance No. 1421-710 is hereby amended by deleting the legal description and map of the Property attached thereto in its entirety and replacing it with the legal description and map of the Inclusive Acquisition Property attached hereto as Exhibit A.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 2, 2010.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1424-810

[Legal description and map of Inclusive Acquisition Property]

See following pages.

Leverton Property
Parts of MCA 102-57-238 & 239

Legal Description

Lot 1 and Lot 2 of Avondale City Center Phase 1, as recorded in Book 1027 page 31 of the Official Records of Maricopa County Recorder, Maricopa County, Arizona being situated in the Southwest Quarter of Section 6, Township 1 North Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Except following described property;

Commencing at the west quarter corner of said Section 6, from which the southwest corner thereof bears South 00 degrees 02 minutes 19 seconds East a distance of 2626.69 feet as a basis of bearing;

Thence North 88 degrees 59 minutes 16 seconds East a distance of 1803.82 feet to a point on the north line of said Lot 1;

Thence South 0 degrees 16 minutes 39 seconds East a distance of 50.00 feet to a point on a line 50 foot south of and parallel with the north line of said Lot 1 and the True Point of Beginning;

Thence North 88 degrees 59 minutes 16 seconds East along said parallel line a distance of 595.93 feet;

Thence South 45 degrees 38 minutes 42 seconds East a distance of 42.15 feet to a point on a line parallel and 40 feet west of the east line of said Lots 1 and 2;

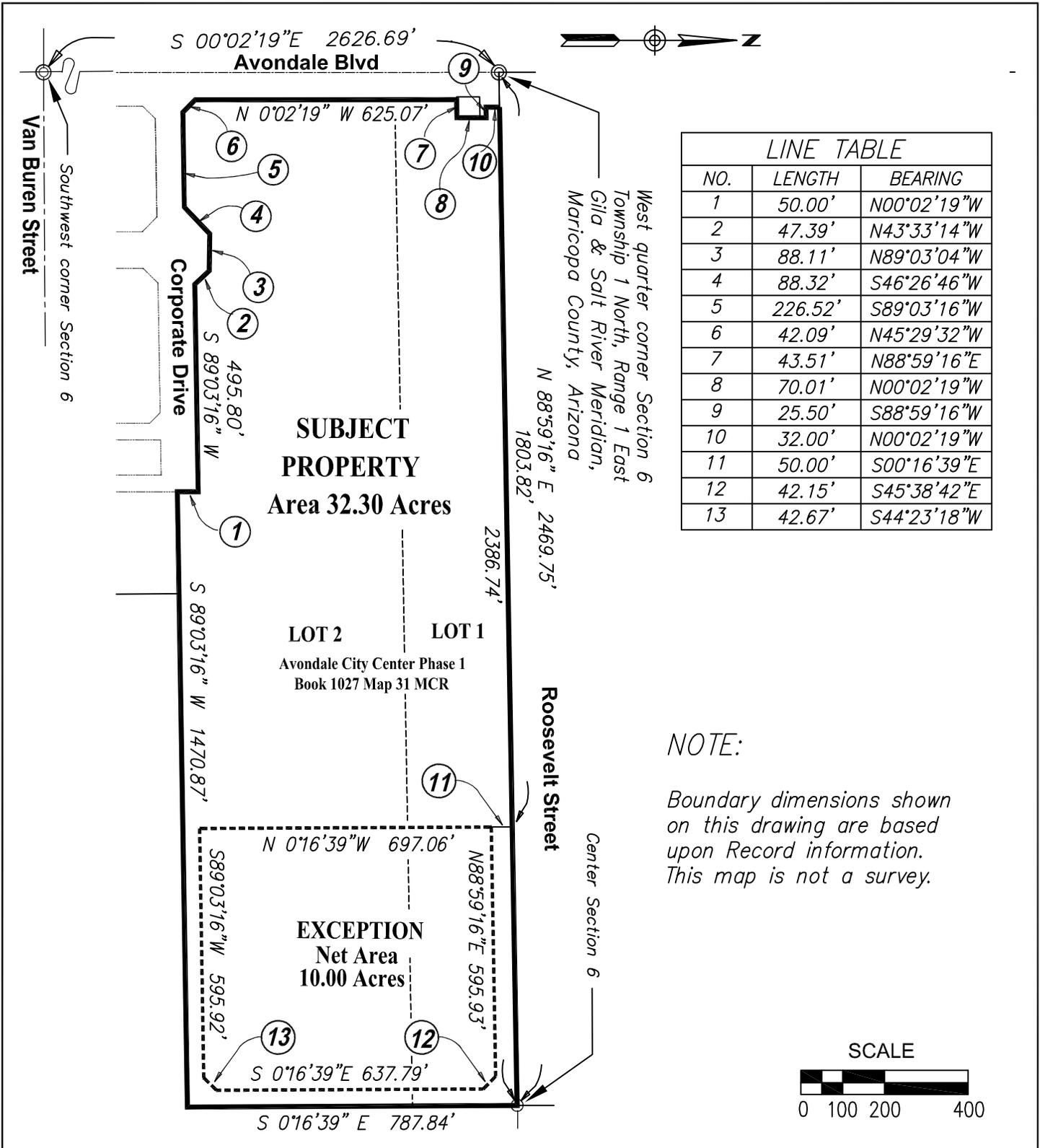
Thence South 0 degrees 16 minutes 39 seconds East along said parallel line for a distance of 637.79 feet;

Thence South 44 degrees 23 minutes 18 seconds West a distance of 42.67 feet to a point on a line parallel with and 40 feet north of the south line of said Lot 2;

Thence South 89 degrees 3 minutes 16 seconds West along said parallel line for a distance of 595.92 feet;

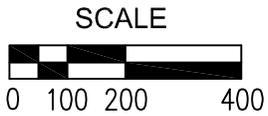
Thence North 0 degrees 16 minutes 39 seconds west a distance of 697.06 feet to the True Point of Beginning.

Said Exception property contains 10.00 acres net, more or less.



LINE TABLE		
NO.	LENGTH	BEARING
1	50.00'	N00°02'19"W
2	47.39'	N43°33'14"W
3	88.11'	N89°03'04"W
4	88.32'	S46°26'46"W
5	226.52'	S89°03'16"W
6	42.09'	N45°29'32"W
7	43.51'	N88°59'16"E
8	70.01'	N00°02'19"W
9	25.50'	S88°59'16"W
10	32.00'	N00°02'19"W
11	50.00'	S00°16'39"E
12	42.15'	S45°38'42"E
13	42.67'	S44°23'18"W

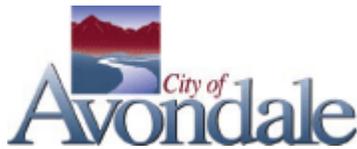
NOTE:
Boundary dimensions shown on this drawing are based upon Record information. This map is not a survey.



ENGINEERING DEPARTMENT

EXHIBIT MAP
Leverton Property Acquisition
Parts of Lot 1 and 2
Avondale Center Phase 1

DATE: <u>7-27-2010</u>	PROJECT NAME Avondale City Center
DSN: _____	
DRN: <u>LS</u>	PAGE 2 OF 2
CHK: _____	



CITY COUNCIL REPORT

SUBJECT:

Public Hearing - Analysis of Impediments to Fair Housing

MEETING DATE:

August 2, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623)333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The U.S. Department of Housing and Urban Development (HUD) requires that CDBG Entitlement jurisdictions analyze access to fair housing choice every time the Consolidated Plan is updated. The review and approval of this Analysis of Impediments to Fair Housing (the analysis) will complete the latest five-year Consolidated Plan recently approved by HUD.

BACKGROUND:

Impediments to fair housing choice includes any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status or national origin that restricts or has the effect of restricting housing choices or the availability of housing choices. As a CDBG entitlement city, Avondale is required to affirmatively further fair housing and eliminate fair housing impediments. This includes preventing housing discrimination and segregation and taking steps to reduce current segregated housing patterns. Recent case law reinforces this requirement to address segregation in the community. Analyzing demographic data, surveys and other sources and creating an action plan based on the information is an important part of meeting this requirement. The non-profit organization Southwest Fair Housing Council (SWFHC) conducted the analysis on behalf of the City. As part of the analysis, SWFHC also reviewed the analysis and action plan for the prior Consolidated Plan which began in 2006. The Executive Summary is attached.

DISCUSSION:

The analysis found that the City of Avondale is committed to fair housing and is striving to improve access to fair housing. City staff have conducted fair housing activities by providing information, increasing awareness and revising policies that could be barriers to affordable housing. Improvements could be made in record-keeping and formalizing current practices through policies and procedures.

The analysis concludes that there is evidence of housing discrimination based on Home Mortgage Disclosure Act data, the existence of minority concentration areas, community surveys, interviews and other data. The data demonstrates that Avondale is a majority minority community with Hispanics, African-Americans and Asians comprising more than 60 percent of the population. Hispanics are nearly 5 times more likely to live in poverty than white, non-Hispanics. Government subsidized affordable housing is concentrated in low-income minority concentration areas.

The following is a summary of impediments noted in the analysis: 1) illegal housing discrimination; 2) lack of awareness of fair housing rights and resources; 3) geographic concentrations of minority populations indicating a need for more effective fair housing strategies; 4) need for fair housing strategies to inform decisions, policies and practices in all City departments that influence housing and community development; 5) disparities in home mortgage lending and high cost loans toward

protected classes; 6) potential for future impact of "Not in my Backyard" (NIMBY) impeding affordable housing; 7) need for improved monitoring of fair housing activities.

The action plan includes strategies to address each impediment. These strategies include increased training for staff, community outreach and collaboration with public and private agencies. Strategies also include further analysis and exploration of actions to further fair housing as part of daily practices. This includes encouraging affordable housing opportunities in non-minority concentration areas. It also includes reviewing the Zoning Code and development process to assure adherence with fair housing laws. Testing of rental housing will also be conducted to determine whether discrimination is occurring. The Plan of Action Summary Table is attached.

The community values its diversity and strives to maintain and enhance this characteristic. In addition, the City has provided opportunities for diverse, low-income families to purchase homes through the homebuyer program. As a new and relatively small CDBG jurisdiction, the Action Plan provides reasonable strategies that the City is capable of completing during the current 5-year period. It is also likely to be well-received by HUD which has begun a more stringent review of fair housing analyses in recent years.

BUDGETARY IMPACT:

There is no impact on the General Fund. Existing Community Development Block Grant funds will be used for any additional costs.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and accept the Analysis of Impediments to Fair Housing.

ATTACHMENTS:

Click to download

- [📄 Analysis of Impediments to Fair Housing Executive Summary](#)
- [📄 Plan of Action Summary Table](#)

Executive Summary
Analysis of Impediments to Fair Housing Choice
Southwest Fair Housing Council

Background

The **Analysis of Impediments to Fair Housing Choice (AI)** is part of the Consolidated Plan (Con Plan) submitted to HUD every five years by Community Development Block Grant (CDBG) entitlement jurisdictions. The AI attempts to verify that the CDBG jurisdiction is affirmatively furthering fair housing (AFFH) and is eliminating identified fair housing impediments. The AI contains an action plan to guide AFFH efforts and the elimination of fair housing impediments.

The **Southwest Fair Housing Council (SWFHC)** is a non-profit based in Tucson that advocates and facilitates enforcement of the U.S. Civil Rights Act Title VIII: Federal Fair Housing Act.

Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restricts or has the effect of restricting housing choices or the availability of housing choice. To **affirmatively further fair housing** choice, jurisdictions must not only prevent housing discrimination and segregation and overcome fair housing impediments, but must also actively take steps to reduce current segregated housing patterns.

Fair housing has changed significantly since Avondale's last AI. The **Westchester Case** raises the bar for fair housing compliance and AFFH standards. Westchester County did too little to promote affordable housing and too little to **reduce segregation**. Providing housing for low-income minorities may improve the housing stock, but may not do much to change patterns of discrimination or segregation. The County did not take the necessary steps to **overcome fair housing impediments** or analyze **race-based impediments**. HUD is also revising its policies and enforcement mechanisms regarding AFFH requirements and is withholding CDBG funding from non-compliant jurisdictions.

General Findings

- Avondale is committed to fair housing and is striving to make improvements using the Action Plan in the 2010 Analysis of Impediments to Fair Housing.
- There is evidence that housing discrimination is occurring in Avondale – Home Mortgage Disclosure Act (HMDA) data, minority concentration areas, community surveys, interviews, complaint data, etc.
- Efforts to Affirmatively Further Fair Housing have been occurring but needs to be improved to meet HUD's standards that have become more stringent.

Findings: Demographic Data, Public Policies and the Private Market

- Avondale is a majority minority community – Hispanics, African Americans and Asians make up 60%+ of population.
- The community values its diverse makeup and strives to maintain and enhance this characteristic.
- Avondale's population is very young, has a high median income and lives mostly in single-family homes.
- Hispanics are almost 5 times more likely to live in poverty than white non-Hispanics
- The foreclosure crisis has had a dramatic impact on Avondale, but hasn't had the same disparate impact on minorities and other protected classes as in other cities.
- The majority of residents live in neighborhoods built after the passage of the Fair Housing Act that were not shaped by a history of institutionalized discrimination and segregation.
- Avondale has three areas of significant Hispanic concentration.
- Affordable housing is concentrated in low-income minority concentration areas.
- Home Mortgage Disclosure Act (HMDA) data shows ethnic and racial disparities in lending.

Executive Summary
Analysis of Impediments to Fair Housing Choice
Southwest Fair Housing Council

- Focus groups, community surveys and key stakeholder interviews reinforced many of the conclusions drawn from other data and provide evidence that housing discrimination is likely occurring in Avondale.

Review: 2006 Impediments and Action Plan

The City has worked hard to follow through with the four strategies in the 2006 Action Plan by providing easily accessible fair housing information, improving awareness of fair housing issues, assisting special needs populations with fair housing issues and being active in affordable housing and revising policies that are potential barriers to affordable housing.

Moving forward, Avondale needs to formalize many of the procedures already in place and maintain more detailed records of fair housing activities, especially in light of the Westchester Case and HUD's more stringent standards.

2010 Impediments and Plan of Action

1. Illegal housing discrimination.
 - Designate a formal fair housing point person, define complaint procedure, create contact log.
2. The public is not sufficiently aware of fair housing rights and resources.
 - Distribute fair housing literature, facilitate fair housing presentations to the public.
3. More effective strategies are needed to affirmatively further fair housing.
 - Carry out and monitor fair housing activities, affirmative marketing strategies, work with existing commission on fair housing planning, review zoning code, encourage affordable housing in non-minority concentration areas.
4. Increase collaboration among city departments regarding fair housing strategies and goals.
 - Increase collaboration/awareness of fair housing goals and strategies with other city departments; Encourage housing developments to include strategies that affirmatively further fair housing
5. Decrease the disparities in home mortgage lending.
 - AZ Foreclosure prevention task force, distribute info on predatory lending, annual predatory lending workshop.
6. Prevent NIMBYism (Not in My Backyard).
 - See actions under Impediment 2.
7. Formalize monitoring, evaluation and data collection of fair housing activities.
 - See actions under Impediments 1, 2 and 3

Plan of Action Summary Table

	Impediment	Plan of Action	*
1	<p>Illegal housing discrimination.</p>	<ol style="list-style-type: none"> 1. Avondale will define a complaint procedure and instruct all personnel on its use. The procedure will include a formally identified “point person” for fair housing complaints and training for this person, as well as a log to record contacts regarding fair housing issues. The fair housing log should be accessible to and used by any city employee that receives a potential fair housing inquiry. Neighborhood and Family Services will maintain the log. 2. Avondale will obtain the services of a fair housing agency or the Attorney General’s Office to conduct staff trainings of public and private agencies. The trainings will cover how to identify discrimination when allegations of housing discrimination are received and how to refer them accurately to agencies that can remedy the issue or file a complaint with HUD or the AG. A yearly training will occur at the annual employee training, and frontline staff (e.g. those that receive frequent phone calls from the public) will be trained once every two years. 3. Avondale will continue to facilitate the training of housing providers on how to comply with fair housing laws. Avondale will facilitate at least one training session annually for housing providers. <p>Avondale will facilitate the provision of HUD approved fair housing testing within Avondale. This will be accomplished by coordinating the testing through a HUD Fair Housing Initiatives Program (FHIP) agency. Avondale will work to have testing undertaken as soon as possible and is committed to having testing underway by year three of the Plan of Action.</p> <ol style="list-style-type: none"> 4. Avondale will explore the passing a Fair Housing 	*

		Ordinance for the city.	
2	<p>The public is not sufficiently aware of fair housing rights and resources.</p>	<ol style="list-style-type: none"> 1. Avondale will continue to provide fair housing trainings and presentations to make housing consumers more aware of housing discrimination and better informed about where to go for help. Trainings and presentations can be part of other events. Fair housing literature will be distributed at events, trainings and presentations. Avondale will facilitate the provision of four training sessions annually to groups of housing consumers and will distribute 5,000 pieces of fair housing literature (hard copy or electronic) annually. Materials will be available in English and Spanish. Distribution sites will include city offices, libraries, CBDG funded agencies and other public and private agencies. 2. Avondale will collaborate with public and private agencies, organizations and groups to plan and conduct these fair housing activities. 3. Avondale will continue support and participate in activities conducted and sponsored by the Arizona Fair Housing Partnership (AFHP). 4. Avondale will promote and conduct an annual event within the city to celebrate April as Fair Housing month. 5. Avondale will issue a proclamation announcing April as Fair Housing Month to demonstrate the city's support for fair housing. 6. All fair housing education and activities will be logged, summarized and reported annually in the CAPER. 	
3	<p>The efforts of housing and community development to alleviate minority concentrations have not proven successful and indicates that more effective strategies to "affirmatively further fair housing" (AFFH)</p>	<ol style="list-style-type: none"> 1. Avondale will carry out and monitor fair housing activities to meet the fair housing goals and objectives that city staff and residents have defined in the AI and the General Plan. 2. Avondale will explore strategies to create and implement affirmatively marketing strategies for minority concentration areas. New housing developments will include AFFH strategies that work towards the city's larger goal of reducing 	

	<p>are needed.</p>	<p>segregated housing patterns. Efforts will be reviewed, monitored and evaluated by the newly established fair housing point person, the commission that undertakes the responsibility of fair housing and by the next AI.</p> <ol style="list-style-type: none"> 3. Avondale will assign the responsibility to an existing commission of assisting the city with fair housing planning, review and implementation. 4. The zoning code and development process will be reviewed to determine consistency with Avondale's fair housing goals and objectives as well as federal fair housing guidelines. Avondale will explore ways that zoning can coordinate and integrate with the goals and objectives to affirmatively furthering fair housing to reduce the ethnic disparities in residential areas. 5. Avondale will encourage plans to locate affordable housing in non-minority concentration areas to further its goal to establish a diverse community with equitable housing opportunities for all residents as defined by state and federal fair housing laws. 	
<p>4</p>	<p>Avondale's strategies to affirmatively further fair housing (AFFH) have not adequately addressed minority concentration areas, and do not inform decisions, policies and practices in all departments that are directly responsible or influence housing and community development.</p>	<ol style="list-style-type: none"> 1. Neighborhood and Family Services will meet with other city departments to achieve fair housing goals as needed. 2. Avondale will encourage housing developments to include a plan to affirmatively further fair housing. The AI will be made available to developers so that they understand Avondale's fair housing goals and the obligation to carry them out. Plans will be reviewed, evaluated and monitored for consistency with Avondale's fair housing goals and the AI Action Plan. 	
<p>5</p>	<p>Protected classes experience disparities in home mortgage lending and high-cost loans.</p>	<ol style="list-style-type: none"> 1. Avondale will continue to collaborate with organizations such as the Arizona Foreclosure Prevention Task Force and Don't Borrow Trouble Pima County by co-sponsoring trainings for people at risk of foreclosure, promoting counseling efforts to people wanting a loan modification and encouraging enforcement efforts of state and 	

		<p>federal agencies to charge and punish agents and companies who perpetrate illegal foreclosure and loan modification scams.</p> <p>2. Avondale will require that information on predatory and abusive lending practices be included in the education and outreach materials that are distributed on an on-going basis. These materials are available through both the Arizona Foreclosure Task Force and Don't Borrow Trouble Pima County.</p> <p>3. An annual anti-predatory lending workshop will be presented in Avondale and marketed to public and private agency staff, housing consumers and housing providers.</p>	
6	<p>“Not in my Backyard” (NIMBY) can be an impediment to fair housing.</p>	<p>1. Implement the comprehensive strategy to provide fair housing education and outreach outlined in Action #2.</p> <p>2. Conduct forums, workshops and presentations to provide residents an opportunity to learn about the benefits of affordable housing and diversity in neighborhoods and allay their concerns regarding affordable housing projects.</p> <p>3. See Actions 2.1 through 2.6.</p>	
7	<p>Monitoring, evaluation and data collection of fair housing activities is inadequate.</p>	<p>Avondale will designate the fair housing point person as the individual that will collect and log fair housing information. Staff will be trained to submit all fair housing records to this person. See Actions 1.1, 2.6 and 3.1.</p>	

* Providing the additional third column allows the table to be printed in a landscape format, the third column headed “Activities Conducted” and used to report on actual activities as the Plan of Action is implemented.