# CITY COUNCIL AGENDA

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

**WORK SESSION**
**August 9, 2010**
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

**1 ROLL CALL BY THE CITY CLERK**

**2 UPDATE - CENTRAL ARIZONA PROJECT'S SMART ENERGY PLAN**

Central Arizona Project's General Manager, David Modeer will update the Council regarding their Smart Energy Plan and how it affects Avondale. For information and discussion only.

**3 ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT UPDATE**

Staff will provide an update on the activities funded by the Energy Efficiency and Conservation Block Grant. For information, discussion and direction.

**4 ADJOURNMENT**

Respectfully submitted,

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 - Central Arizona Project's Smart Energy Plan

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623)333-1214

**THROUGH:** Charlie McClendon, City Manager

**DISCUSSION:**

Central Arizona Project's (CAP) General Manager David Modeer will inform the Council regarding CAP'S Smart Energy Plan and the Navajo Generating Station (NGS) in Page and how Avondale is served by the power it generates.

The NGS is a coal-fired plant under scrutiny by the Environmental Protection Agency (EPA). As the largest power user in the State of Arizona, CAP is concerned about the potential cost impacts resulting from EPA's preferred emissions control technology, and in concert with other NGS participants, is proposing the use of an equally effective but less expensive technology. The intent is to avoid the need for passing any costs greater than necessary to the municipalities served by CAP.

**RECOMMENDATION:**

No action necessary. For information and discussion only.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
Energy Efficiency and Conservation Block Grant Update

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Rogene Hill, Assistant City Manager (623)333-1012

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide an update on the activities funded by the Energy Efficiency and Conservation Block Grant (EECBG).

**BACKGROUND:**

Staff will provide an update on the activities funded by the Energy Efficiency and Conservation Block Grant (EECBG).

**DISCUSSION:**

DISCUSSION: Staff has begun work on the five major grant activities and will provide an update on each activity. The residential rebate program has been developed and staff is seeking council direction and acceptance of this program.

Five major activities:

1. Hire Coordinator 20hrs Per Week
2. Hold Regional Sustainability Fair
3. Begin Lighting Retrofit Project
4. Develop Rebate Incentive Program
5. Evaluate City Facilities for Energy & Efficiency

**BUDGETARY IMPACT:**

This project is grant funded.

**RECOMMENDATION:**

For Discussion and Direction

**ATTACHMENTS:**

**Click to download**

- Energy Efficiency Rebate Proposal

## Rebates/Incentives Available for Avondale Residents serviced by SRP

| Item | Market Cost | Arizona Rebates | SRP Rebate/Incentive* | Tax Credit* | Proposed Avondale Rebate/Incentive* | Net Cost to SRP Customers |
|---|---|---|---|---|---|---|
| Duct Testing | $150.00 | | 75% up to max $75 | | 90% to max $50 per AC system*** | $25.00 |
| Duct Repairs | $500.00 | | 75% up to max $175 | | 90% to max $100 per AC system** | $225.00 |
| AC Unit 15 Minimum SEER | | | $200.00 | 30% up to max $1500 | $200.00 | |
| AC Unit 16 Minimum SEER | | | $300.00 | 30% up to max $1500 | $300.00 | |
| AC Unit 17 Minimum SEER and above | | | $400.00 | 30% up to max $1500 | $400.00 | |
| Heat Pump 15 Minimum SEER | | | $200.00 | | $200.00 | |
| Heat Pump 16 Minimum SEER | | | $300.00 | | $300.00 | |
| Heat Pump 17 Minimum SEER | | | $400.00 | | $400.00 | |
| Recycle refrigerator or freezer | | | $30.00 | | $30.00 | |
| Shade screens | | | Discounted to $3 per sq Ft | | 90% up to max $150** | |
| **Low income Weatherization Assistance Program** | | | Up to $6000 | | match SRP | |
| Insulation | | | | | | |
| Window shading | | | | | | |
| Low-flow showerheads | | | | | | |
| Faucet aerators | | | | | | |
| AC duct seals | | | | | | |
| Space heating and cooling system equipment maintenance and tune-up | | | | | | |
| Evaporative cooler tune-ups or motor upgrades | | | | | | |
| ENERGY STAR-labeled compact fluorescent light (CFL) bulbs | | | | | | |
| | | | | | | |
| Hot Water Heater | | | | | | |
| Solar Roof System | Varies | $1,000.00 | $2.15 per watt | 30% of Cost | $1,250.00 | Varies |
| **Arizona Appliance Rebate Program*** | | | | | | |
| Freezers | | $100 - $200 | | | match AZ | |
| Refrigerators | | $200 - $300 | | | match AZ | |
| Room Air Conditioners | | $75 - $150 | | | match AZ | |
| Solar Water Heaters (electric or gas back-up) | | $500.00 | | | match AZ | |
| State Appliance Energy Star Program | | | 10% | | match AZ | |
| SRP Discount on ENERGY STAR Appliances Program Closed | | | 10% | | | |

*** Rebate contingent on customer completing recommended duct repairs

## Rebates/Incentives Available for Avondale Residents serviced by APS

| Item | Market Cost | Other Rebates or Incentives | APS Rebate/Incentive* | Tax Credit* | Proposed Avondale Rebate/Incentive* | Net Cost to APS Customers |
|---|---|---|---|---|---|---|
| Audit - (HPwES) Home Performance with ENERGY STAR | $400.00 | | Discounted to $99 | NA | $50.00 | $49.00 |
| Duct sealing - (HPwES Audit) | | | 75% up to max $250 per AC system | NA | 90% up to max $200 per AC system** | |
| Air sealing - (HPwES Audit) | | | 75% up to max $250 | NA | 90% up to max $200** | |
| Insulation improvements - (HPwES Audit) | | | 75% up to max $250 to increase to R-30 | NA | 90% up to max $150 to increase to R-30** | |
| Shade screens - (HPwES Audit) | | | $1 per sq. ft. up to max $250 | NA | 90% up to max $150** | |
| Duct test and repair | | | $75 toward test, 75% of repair to max $175 per AC system | NA | 90% to max $100 per AC system** | |
| AC Unit 13 Minimum SEER | | | $175.00 | 30% up to max $1500 | match APS | |
| AC Unit 14-16 Minimum SEER | | | $425.00 | 30% up to max $1500 | match APS | |
| AC Unit 17 Minimum SEER and above | | | $525.00 | 30% up to max $1500 | match APS | |
| Heat Pump 15 Minimum SEER | | | | | | |
| Heat Pump 16 Minimum SEER | | | | | | |
| Heat Pump 17 Minimum SEER | | | | | | |
| Windows | | | | | | |
| Hot Water Heater | | | | | | |
| Solar Roof System | Varies | $1,000.00 | $1.75 per watt | 30% of cost | $1,250.00 | Varies |

* Further details, terms and conditions available

** Avondale incentives to customers are calculated on net amount after utility incentive so that customer always has a small cost

# CITY COUNCIL AGENDA

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

**REGULAR MEETING**
**August 9, 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 SCHEDULED PUBLIC APPEARANCES

**a. Recognition to Avondale and the City Council for Support of 2010 Census Campaign.**

## 3 UNSCHEDULED PUBLIC APPEARANCES

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

## 4 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 August 2, 2010
2. Regular Meeting of August 2, 2010

**b. PURCHASE AGREEMENT - CCS AUDIO VIDEO FOR AMERICAN SPORTS CENTER**
City Council will consider a request to approve a contract with CCS Presentation Systems for the purchase and installation of audio and video equipment for the Avondale Sports Center in the amount of $91,202.69 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

**c. PURCHASE AGREEMENT - CORPORATE TECHNOLOGY SOLUTIONS FOR ASC**
City Council will consider a request to approve a contract with Corporate Technology Solutions for the purchase and installation of network cabling and fiber optics for the Avondale Sports Center in the amount of $61,743.04 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

**d. PURCHASE AWARD - ASSI SECURITY FOR NORTHWEST PUBLIC SAFETY FACILITY**
City Council will consider a request to approve the purchase and installation of security equipment for the Avondale Northwest Public Safety Facility from ASSI Security of Arizona in the amount of $52,035.40 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PURCHASE AGREEMENT - NIC WIRELESS FOR NORTHWEST PUBLIC SAFETY FACILITY**
City Council will consider a request to approve a Purchase Agreement with Network Infrastructure Corporation for the purchase and installation of wireless telecom equipment for the Avondale Northwest Public Safety Facility in the amount of $59,696.82 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

f. **PROFESSIONAL SERVICES AGREEMENT - CUMMINS ROCKY MOUNTAIN, LLC**
City Council will consider a request to approve a professional services agreement with Cummings Rocky Mountain, LLC for emergency generator maintenance services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

g. **SERVICES AGREEMENT - SOUTHWEST UMPIRE ASSOCIATION**
City Council will consider a request to approve a Services Agreement between the City of Avondale and Southwest Umpire Association for professional umpiring services and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

h. **FIRST AMENDMENT TO THE AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT - AUTO DEALERS INVESTMENTS OF AMERICA, LLC**
City Council will consider a request to approve the first amendment to the amended and restated Economic Development Agreement between the City of Avondale and Auto Dealers Investments of America, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO.2 WITH SMITHGROUP**
City Council will consider a request to approve Amendment No.2 to the Professional Services Agreement with SmithGroup for additional services for the City Center project in the amount of $88,217 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **THIRD AMENDMENT TO THE PURCHASE AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS**
City Council will consider a request to approve the third amendment to the agreement with Graffiti Protective Coatings extending the contract through August 31, 2011and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **BILLY MOORE DAYS PARADE OPTIONS 2010**

Staff will update and seek direction from the City Council regarding 2010 Avondale Billy Moore Heritage Days Parade. For information, discussion and direction.

6 **PUBLIC HEARING - PAD ZONING EXTENSION - FLEMING FARMS (PL-10-0044)**

City Council will hold a public hearing and consider a request from Matt Butcher of Evergreen Development for the extension of the PAD zoning for Fleming Farms, located on approximately 67 acres of land at the southwest corner of Lower Buckeye Road and Avondale Boulevard. The Council will take appropriate action.

7 **REQUEST TO INITIATE A ZONING ORDINANCE TEXT AMENDMENT TO CREATE A "MAJOR SPORTS AND ENTERTAINMENT" ZONING DISTRICT**

City Council will consider a staff initiated request to amend the Avondale Zoning Ordinance and create a text amendment for a Major Sports and Entertainment (MSE) Zoning District for use in areas encompassing large scale sport-related development such as the Phoenix International Raceway (PIR). Initiating this application will not limit the Council's future options regarding the approval or denial of the proposed text amendment. The Council will take appropriate action.

## 8 EXECUTIVE SESSION

1. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property on Avondale Boulevard
2. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the *City of Avondale v. Rigby Water Company* litigation.

## 9 DISCUSSION WITH POSSIBLE DIRECTION TO STAFF REGARDING THE CITY OF AVONDALE V. RIGBY WATER COMPANY LITIGATION

## 10 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

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# CITY COUNCIL REPORT

**SUBJECT:**
Recognition to Avondale and the City Council for Support of 2010 Census Campaign.

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Pier Simeri, Community Relations Director (623)333-1611

**THROUGH:** Charlie McClendon, City Manager

**BACKGROUND:**

The 2010 National Census efforts will provide the nation with an update of population counts. This survey is important because it determines how much state funding is provided to cities and towns based on the number of people living in each community. The 2010 national campaign to count all households took place during the 2010 fiscal year, with extensive efforts to promote the campaign message in Avondale from January 2009 through mid July 2010. The campaign included an aggressive marketing campaign in concert with a mail back and door to door count of households.

**DISCUSSION:**

**How the Census Survey Impacts Avondale:** During the last Census Count in 2000, Avondale's population was around 35,800. With an updated count reflecting Avondale's current population, the City will receive a larger allocation of state funds.

**Results:** The National Census results will not be available until Spring 2011. However, as the campaign to count all residents has concluded, the Census Bureau would like to recognize the efforts of Avondale staff and residents to make sure everyone was counted. Mr. Al Macias from of the local Census office, will be presenting highlights and thanking the City Council for participating in the national campaign.

**Highlights:**

- A four percent increase in the mailback rate over the 2000 mailback rate. Given the economy and political issues, a four percent increase is noteworthy.
- The early and effective use of Census collateral such as foam "hands" used during Agua Fria High School's homecoming game, reusable shopping bags at various City Hall Comes toYou events and billboard advertising on the side of Avondale's sanitation trucks.
- The ‘March to the Mailbox' effort in early April.
- Providing city facilities for testing and trainings for Census workers.

**Other:** Mr. Macias will also provide a brief overview regarding other surveys and services provided by the Census, such as the American Community Survey. He is also available to answer questions.

**RECOMMENDATION:**

None. For information only.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
Approval of Minutes

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Carmen Martinez, City Clerk (623)333-1214

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
Purchase Agreement - CCS Audio Video for American Sports Center

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Kevin Hinderleider, IT Director (623)333-5007

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a contract with CCS Presentation Systems for the purchase and installation of audio and video equipment for the Avondale Sports Center in the amount of $91,202.69, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**DISCUSSION:**

This installation will provide the audio and video equipment including projectors, televisions, and monitors for the American Sports Center facility. It also includes equipment to provide music on the exterior of the building and throughout the surrounding streets and parking lot. The Avondale Sports Center audio and video equipment is being purchased through CCS Presentation Systems on the State of Arizona Contract # EPS060125 in the amount of $91,202.69.

**BUDGETARY IMPACT:**

The Information Technology audio and video equipment is funded from funds set aside in the $319,000 project budget for Information Technology equipment. The audio and video equipment will be purchased utilizing these funds in the amount of $91,202.69 from CCS Presentation Systems utilizing the State of Arizona Contract # EPS060125.

**RECOMMENDATION:**

Staff recommends that the City Council approve a contract with CCS Presentation Systems for the purchase and installation of audio and video equipment for the Avondale Sports Center in the amount of $91,202.69, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

**Click to download**

- Purchase Agreement

**PURCHASE AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**COMMERCIAL COMPUTER SERVICES, INC. d/b/a CCS PRESENTATION SYSTEMS**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Commercial Computer Services, Inc. d/b/a CCS Presentation Systems, an Arizona corporation ("Contractor").

RECITALS

A. After a competitive bidding process, the State of Arizona entered into Contract Number EPS060125-5-A26, as amended, with the Contractor to purchase audio and video products and services (the "State Contract"). The State Contract is attached hereto as Exhibit A and incorporated herein by reference

B. The City has determined that audio/visual systems are required at the City's American Sports Center (the "ASC Facilities").

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

D. The City desires to purchase audio/visual products and installation services for the ASC Facilities (the "Materials and Services") under the State 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 Vendor 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 October 31, 2010.

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

3. Compensation. The City shall pay Contractor an amount not to exceed $91,202.69 for the Materials and Services as more particularly set forth in the Fee Proposal, attached hereto as Exhibit C.

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. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City; provided, however, that the City may not reuse for solicitation purposes the Contractor's completed or partially completed project and system drawings and equipment specifications related to the ASC Facilities without the authorization of the Contractor.

6. 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 7 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 7 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.

7. 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.

8. 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.

9. Conflict of Interest. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. 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 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 State 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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

**"Contractor"**

COMMERCIAL COMPUTER SERVICES, INC. d/b/a CCS PRESENTATION SYSTEMS, an Arizona corporation

By:_____

Name:_____

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 COMMERCIAL COMPUTER SERVICES, INC. d/ba/ CCS PRESENTATION SYSTEMS, 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
COMMERCIAL COMPUTER SERVICES, INC. d/b/a CCS PRESENTATION SYSTEMS

[State Contract]

See following pages.

# CONTRACT AMENDMENT

Contract **EPS060125-A21**

AMENDMENT NUMBER TWENTYSIX (26)
Audio and Video Products and Services

State Procurement Office
100 North 15th. Avenue, Suite 104
PHOENIX, ARIZONA 80007

(602) 542-9134

Procurement Officer
Stacy Ingalls



1. This Amendment shall have the effect of adding the following Manufacturers to contract EPS060125-5-A21. These Manufacturers price list along with an updated CCS Pricing matrix shall be located in the attachment section of the contract in ProcureAZ, the State of Arizona's online Procurement Portal (www.procure.az.gov).

   They are titled:

   Logitech MSRP pricelist
   Avister Pricing
   VBrink List Prices
   CCS Updated Product Manufacturers 062010

2. All other terms and conditions of the contract remains the same.

Contractor Name: CCS Presentation Systems

Ms. Jessica Asad
17350 North Hartford Dr.
Scottsdale, AZ. 85255
Telephone: (480) 348-0100
FAX: (480)348-0101

Contractor hereby acknowledges receipt of and agreement with the Contract Amendment. A signed copy must be filed with the State Procurement Office

Signature 6/15/10
Date

Jessica Assad Contract Admin
Printed Name Title

The above referenced Contract Amendment is hereby executed this 15 Day of June, 2010, at Phoenix, AZ.

Stacy Ingalls
Stacy Ingalls
Contract Administrator
State Procurement Office
Phone (602) 542-9134

# Contract Amendment

CONTRACT: **EPS060125-5, Audio Video Products & Services**

AMENDMENT: **Twenty-four (24)**

PAGE 1 OF 1

**State of Arizona**
**State Procurement Office**
100 N 15th Ave., Suite 104
Phoenix, AZ 85007

**AGENCY:** Arizona Department of Administration
State Procurement Office
100 N. 15th Ave., Suite 104
Phoenix, AZ 85007

**CONTACT:** Christine Fruitman
(602) 542-9158
christine.fruitman@azdoa.gov

**VENDOR:** CCS Presentation SYstems
17350 North Hartford Drive
Scottsdale, AZ 85255

**CONTACT:** Summer Vyne
(480) 348-0100
summer@ccsprojects.com

**THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:**

Per contract terms and conditions, the contract is hereby amended as follows:

1. The contract is extended through October 31, 2010.

2. The following term is hereby added:

   **Administrative Fee**
   Effective February 1, 2010, the Contractor shall begin assessing administrative fees in the amount of one percent (1%) of all sales occurring under the contract, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL:
   http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative. At its option, the State may expand the applicability of this fee. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under the contract. All administrative fees shall be remitted to the State Procurement Office, at 100 N. 15th Avenue, Suite 104 Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the contract or as provided for by law.
   All other Terms and Conditions remain unchanged.

3. Effective February 1, 2010, the services rates are hereby amended per the attached document titled "CCS_Service_Pricing as of 2.1.10.pdf".

4. Effective February 1, 2010, the available product manufacturer lines and pricing are hereby amended per the attached document titled "CCS Updated Product Manufacturers lines and Prices as of 2.1.10.xls".

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be filed with the State Procurement Office.

01.26.10
AUTHORIZED SIGNATURE — DATE

Kari Lipman - sales/contracts
PRINTED NAME AND TITLE

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

1-27-10
AUTHORIZED SIGNATURE — DATE

Christine Fruitman, Sr. Procurement Specialist
PRINTED NAME AND TITLE

# Contract

***Solicitation # EPS060125−A2***

## Document Information

| | | | | | |
|---|---|---|---|---|---|
| Type: | Supplier | Amendment: | Yes | Amend #: | 21 |
| Requisition #: | ADSM−6QGUEJ | Solicitation #: | EPS060125−A2 | Contract #: | EPS060125−5−A21 |
| PO Assigned: | LeAnn Wong/ADSM−5KAM9N | | Date Completed: | 06/26/2009 | |
| PM Assigned: | James Scarboro/ADSM−5KAM9N | | PA Assigned: | James Scarboro/ADSM−5KAM9N | |
| Supplier Name: | CCS Presentation SYstems | | Proposal #: | ADSM−6RN4D3−1 | |
| Gov't Entity: | Arizona State Procurement Office | | Type: | Statewide | |
| Process Status: | Complete | | Status: | Complete | |
| Total/Not to Exceed Cost: | 0 | | External Contract: | | |

## Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

| | | | |
|---|---|---|---|
| Start Date: | 11/1/06 | End Date: | 10/31/09 |
| Term: | 3 Year(s) | FOB: | Destination |
| Payment Terms: | Net 30 | Delivery: | 30A.R.O. Days |
| Contract Extension Allowed | | Max Extension: | 2 Year(s) |

## Amendment Information

Amendment #21

New Products

1. The State, at its sole discretion may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

1.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

1.2. Documentation from the manufacturer that cites the effected products by item number and description.

1.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. NO OTHER PRODUCTS SHALL BE ALLOWED.

1.4. That states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) from list price as existing products.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

All other terms and conditions remain the same.

Amendment #20

New manufacturer Media Pointe has been added and is included in the file "CCS State Pricing 05−15−09.xls" that has been added to the Attachments section.

All other terms and conditions remain unchanged.

AMENDMENT #19

The file "CCS State Pricing 03−12−09.xls" has been added. And the file "CCS State Pricing 12−22−08.xls" has been removed.

All other terms and conditions remain unchanged.

Amendment #18

The file "CCS Product Pricing 8−08−08.xls" has been removed. The file "CCS State Pricing 12−22−08.xls" has been added.

All other terms and conditions remain unchanged.

AMENDMENT NO. 17
The Contract is hereby amended to allow manufacturer line Nova Solutions, Inc.

All other Terms and Conditions remain unchanged.

AMENDMENT NO. 16
The Contract is hereby amended to allow manufacturer line Vivotek.

All other Terms and Conditions remain unchanged.

AMENDMENT NO. 15
The Contract is hereby amended to allow manufacturer line Front Row.

All other Terms and Conditions remain unchanged

AMENDMENT NO. 14
The Contract is hereby amended to allow the manufacturer line Veracity.

All other Terms and Conditions remain unchanged.

AMENDMENT NO. 13
The Contract is hereby amended to allow the manufacturer line LifeSize.

All other Terms and Conditions remain unchanged.

AMENDMENT NO. 12
The Contract is hereby reorganized to facilitate ease of customer use.

All Terms and Conditions remain unchanged.

AMENDMENT NO. 11

The Contract is hereby amended to allow the following manufacturers DSX Access Systems Inc. and Bosh Security products to be included under this Contract. The MSRP and Percent of List for these manufacturers and all manufactuers under this contract can be located in "CCS State Pricing 1−16−008 in the attachment section. This amendment further will add AMER−X Security Inc. as a subcontractor on this account. Thier information is located in the Offeror Response Form 2 Vendor Revision1−2008.doc .listed below in the Attachment Section.

All other Terms and condistions remain the same

AMENDMENT NO. 10

The Contract is hereby amended to contain adjustements to the MSRP and Percent of List. MSRP and the Percet of List for all manufactuers under this contract can be located in "CCS Service Pricing.xls" document and in the CCS State Pricing 12−05−07.xls in the attachment section.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 9

The Contract is hereby amended to allow the following manufacturers Garner Products, RM EASITEACH, and Navitar products to be included under this Contract. The MSRP and Percent of List for these manufacturers and all manufactuers under this contract can be located in "CCS State Pricing.xls" and in the MSRP update 11–30–2007.xls in the attachment section.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 8

The Contract is hereby amended to allow the following manufacturers Edirol, HME, Bogen, Interfit, Altman, Magenta, Advocent and Calypso Control products to be included under this Contract. The MSRP and Percent of List for these manufacturers can be located in "CCS Product Pricing.xls" in the attachment section.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 7
The Contract is hereby amended to allow manufacturer Louroe and manufacturer Revo Labs products to be included under this Contract. The MSRP and Percent of List for these manufacturers can be located in "CCS Product Pricing.xls" in the attachment section. In addition, the Contract is hereby amended to include subcontractor Commonwealth Electric.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 6
The Contract is hereby amdended to allow Safeguard to be used as a Subcontracter on this Contract.
The following Documents have been changed and are herin inforporated into this contract. Contract EPS060125–5–A4.doc

All other Terms and Condition remain in effect.

AMENDMENT NO. 5
The Contract is hereby amended to allow manufacturer Leightronix products to be included under Contract. The MSRP and Percent of List for Leightronix can be located in "CCS Product Pricing.xls" in the attachment section.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 4
The Contract is hereby amended to allow manufacturer Kworld products to be included under Contract. The MSRP and Percent of List for Kworld can be located in "CCS Product Pricing.xls" in the attachment section.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 3
The Contract is hereby amended to increase the percent discount for manufacturer product lines Mitsubishi, Panasonic and Epson and to allow for separate percent discount pricing on projector lamps.

All other Terms and Conditions remain in effect

AMENDMENT NO. 2
The Contract is hereby amended to increase the discounts on particular manufacturer product lines. In addition, Term 1.3.26 has been amended to clarify the types and restrictions of promotional and volume discounts.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 1
The Contract is hereby reorganized to "Contract EPS060125–5.doc" to facilitate customer use. Any discrepency between the reorganized Contract and the solicitation documents shall have the solicitation documents prevail.

All other Terms and Conditions remain in effect.

| |
|---|
| Contract Reassignment |
| N/A |
| Contractor Amendment Approval |
| Contract Amendment approved by Summer Vyne/000003133 (6/22/09 17:21:23) |

## Solicitation Information

Title: Audio and Video Products and Services

Type: RFP

Description:

Audio and Video Products and Services

## Special Instructions

**Additional Special Instructions**
Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

**Attachment Formats**
All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

**Clarifications**
Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

**Competitive Range**
If the Procurement Officer determines that the number of Proposals that would otherwise be in the Competitive Range exceeds the number at which an efficient competition can be conducted, the Procurement Officer may limit the number of proposals in the Competitive Range to the greatest number that will permit an efficient competition among the most highly advantageous proposals.

**Confidential Information**
If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2−7−104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41−2611 through §41−2616.

**Current Product (Software)**
All software offered in this solicitation shall be in current and ongoing production, shall have been formally announced for general marketing purposes; shall be a version currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation at the time of offer submission.

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

**Descriptive Literature 01**
All offers must include complete manufacturer's descriptive literature regarding the equipment they propose to furnish.

**Electronic Documents**

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

**Eligible Agencies (Statewide)**
Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41−2632.

**Estimated Quantities (Considerable)**
The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor. The quantities reflected on the solicitation price sheet areas are annual estimates only.

**Federal Immigration and Nationality Act**
By signing the Offer the Offeror warrants that it and all proposed subcontractors are in 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 Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

**IT 508 Compliance**

Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41−2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public 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. Any exceptions shall be declared in writing in the offer.

**Offer Acceptance Period**

Proposals shall be irrevocable offers for 120 days after the proposal due date.

**Offerors Responsibility**

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offerors proposal. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors proposal.

**Offshore Performance of Work**

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 State 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. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

**PRE−OFFER CONFERENCE**

A Pre−Offer Conference will be held at the time and place indicated on the cover sheet; attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting Doug Milford at (602) 542−9121. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

**Proposals: SPIRIT Submission Requirement**

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

**Responsibility, Responsiveness and Acceptability**

In accordance with A.R.S. 41−2534(G), A.A.C. R2−7−330 and R2−7−354, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three−years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

## Special Terms and Conditions

**Billing**
All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

**Confidentiality of Records**
The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

**Confidentiality (End−users)**
Notwithstanding aggregate usage statistics used for reporting purposes, Contractor shall keep confidential all information concerning individual end−users. Contractor shall not, under any conditions, resell, transfer or convey information about end−users to any third party. Contractor shall not retain or reuse information about the end−users in their own operations.

**Contract**
The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

**Contract Restructure After Award**
The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

**Contract Type (Firm)**
Fixed price with price adjustments.

**Defective Products**
All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification.

**Eligible Agencies (Statewide)**
This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, Enterprise Procurement Services as required by Arizona Revised Statutes 41−2632.

**Federal Immigration and Nationality Act**
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 Procurement Officer 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. I−9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State 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.

**Geographic Coverage**
Any proposal for services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections, urban and rural. The Offeror may establish a single price for Rural areas and a single price for Urban areas. All cities specified as Urban shall consider the entire city as Urban regardless if any portion of the city is beyond the specified radius. The four urban areas are;

– Flagstaff with a 20 mile radius from city center
– Yuma with a 20 mile radius from city center
– Tucson with a 25 mile radius from city center
– Phoenix with a 30 mile radius from city center
o Avondale, Chandler, El Mirage, Glendale, Goodyear, Litchfield Park, Mesa, Peoria, Scottsdale, Tempe, Tolleson

**Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**Insurance**

Insurance Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Minimum Commercial General Liability

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
General Aggregate $2,000,000
Products – Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Blanket Contractual Liability – Written and Oral $1,000,000
Fire Legal Liability $ 50,000
Each Occurrence $1,000,000
The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor'. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Minimum Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non–owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) $1,000,000
The policy shall be endorsed to include the following additional insured language: 'The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor'.
Minimum Worker's Compensation and Employer's Liability
Workers' Compensation Statutory
Employers' Liability

Each Accident $ 500,000
Disease – Each Employee $ 500,000
Disease – Policy Limit $1,000,000
Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23–901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Minimum Professional Liability (Errors and Omissions Liability)
Each Claim $1,000,000
Annual Aggregate $2,000,000
In the event that the professional liability insurance required by this Contract is written on a claims–made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and 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 work under this Contract is completed. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Additional Insurance Requirements
The policies shall include, or be endorsed to include, the following provisions. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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 State of Arizona. Such notice shall be sent directly to the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration and shall be sent by certified mail, return receipt requested.

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 State of Arizona in no way warrants that the above–required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Subcontractors
Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval
Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Exceptions
In the event the Contractor or sub–contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self–Insurance. If the contractor or sub–contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Verification of Coverage – Certificate of Insurance
Contractor shall furnish the State of Arizona with Certificate(s) of Insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to the Contract Administrator in the Enterprise Procurement Services Division of the State of Arizona Department of Administration. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete,

certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION

**IT 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41−2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public 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.

**Manufacturer Full−line Evidence**

The State may at any time during the solicitation or after Contract award require evidence that the Vendor is authorized to sell and distribute the full line of products offered by any manufacturer the Vendor is offering or awarded. This evidence may include a letter from the manufacturer verifying the Vendor's full line authorization.

**New Equipment**

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

**Non−Exclusive Contract**

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off−contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off−contract procurement shall be consistent with the Arizona Procurement Code.

**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 State 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. This provision applies to work performed by subcontractors at all tiers.

**Order Acknowledgement**

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

**Post Award Meetings**

Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ('metro') Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre−conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

**Price Increase (After One Year)**

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

**Price Reductions**

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.

2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.

3. Documentation showing that the published cost reductions have been offered to other distributors.

**Price Reductions (Temporary)**

The Contractor may offer promotional or volume discounts at any time during the Contract such that the price is at or below the percent of list price within the Contract.

**Product Discontinuance**

The Contractor shall inform the State in writing of any discontinued products under the Contract.

**Secure Location Deliveries**

The Contractor will be responsible for contacting the secure location (such as Arizona Department of Corrections) for security clearance, hours of operation, dress code, and other related rule when scheduling a delivery or service call. Lack of familiarity with the locations or policies will not relieve a contractor of their responsibilities in fulfillment of the delivery, installation, maintenance/service agreement, and contract requirements.

**Shipping F.O. B. Delivered**

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

**Usage Report**

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

## Uniform Instructions

**1 Definition of Terms**
As used in these Instructions, the terms listed below are defined as follows:

**1.2 Contract**
the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.

**1.3 Contract Amendment**
a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

**1.4 Contractor**
any person who has a Contract with the State

**1.5 Days**
calendar days unless otherwise specified.

**1.6 Exhibit**
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation

**1.7 Offer**
bid, proposal or quotation.

**1.8 Offeror**
a vendor who responds to a Solicitation.

**1.9 Procurement Officer**
the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

**1.10 Solicitation**
an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').

**1.11 Solicitation Amendment**
a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**1.12 Subcontract**
means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

**1.13 State**
the State of Arizona and Department or Agency of the State that executes the Contract.

**2 Inquiries**
Inquiries

**2.1 Duty to Examine**
It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

**2.2 Solicitation Contact Person**
Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

**2.3 Submission of Inquiries**
The Procurement Officer or the person identified in the Solicitation as the contact for inquiries mayexcept at the Pre−Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

**2.4 Timeliness**
Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

**2.5 No Right to Rely on Verbal Responses**
An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

**2.6 Solicitation Amendments**

The Solicitation shall only be modified by a Solicitation Amendment.

**2.7 Pre−Offer Conference**

If a pre−Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

**2.8 Persons With Disabilities**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

**3 Offer Preparation**

Offer Preparation

**3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers**

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

**3.2 Typed or Ink; Corrections**

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

**3.3 Evidence of Intent to be Bound**

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

**3.4 Exceptions to Terms and Conditions**

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

**3.5 Subcontracts**

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

**3.6 Cost of Offer Preparation**

The State will not reimburse any Offeror the cost of responding to a Solicitation.

**3.7 Solicitation Amendments**

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

**3.8 Federal Excise Tax**

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

**3.9 Provision of Tax Identification Numbers**

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

**3.10 Employee Identification**

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

**3.11 Identification of Taxes in Offer**

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

**3.12 Disclosure**

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

**3.13 Solicitation Order of Precedence**

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.13.1 Special Terms and Conditions;
3.13.2 Uniform Terms and Conditions;
3.1.3 Statement or Scope of Work;
3.13.4 Specifications;
3.13.5 Attachments;
3.13.6 Exhibits;
3.13.7 Special Instructions to Offerors;
3.13.8Uniform Instructions to Offerors.3.13.9 Other documents referenced or included in the Solicitation.

**3.14 Delivery**

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

**4 Submission of Offer**

Submission of Offer

**4.1 Sealed Envelope or Package**

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

**4.2 Offer Amendment or Withdrawal**

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

**4.3 Public Record**

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

**4.4 Non−collusion, Employment, and Services**

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti−competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii.The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

**5 Evaluation**

Evaluation

1. Cost
2. Capacity of Firm
3. Equipment and Desirable Technical Requirements
4. Conformity to all Terms, Conditions and Instructions

**5.1 Unit Price Prevails**

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**5.2 Taxes**

Arizona transaction privilege and use taxes shall not be considered for evaluation.

**5.3 Late Offers**

An Offer submitted after the exact Offer due date and time shall be rejected.

**5.4 Disqualification**

An Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

**5.5 Offer Acceptance Period**

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred–twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred–twenty (120) days from the Best and Final Offer due date.

**5.6 Waiver and Rejection Rights**

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;
5.6.2 Reject any and all Offers or portions thereof; or
5.6.3 Cancel the Solicitation.

**6 Award**

Award

**6.1 Number or Types of Awards**

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

**6.2 Contract Inception**

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

**6.3 Effective Date**

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

**7 Protests**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;
7.2 The signature of the protester or its representative;
7.3 Identification of the purchasing agency and the Solicitation or Contract number;
7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
7.5 The form of relief requested.

**8 Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

# Contract

***Solicitation # EPS060125–A2***

## Uniform Terms and Conditions

**1 Definition of Terms**
As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

**1.1 Attachment**
any item the Solicitation requires the Offeror to submit as part of the Offer.

**1.2 Contract**
the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

**1.3 Contract Amendment**
a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

**1.4 Contractor**
any person who has a Contract with the State.

**1.5 Days**
calendar days unless otherwise specified

**1.6 Exhibit**
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

**1.7 Gratuity**
a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**1.8 Materials**
all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**1.9 Procurement Officer**
the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

**1.10 Services**
the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

**1.11 Subcontract**
any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

**1.12 State**
the State of Arizona and Department or Agency of the State that executes the Contract.

**1.13 State Fiscal Year**
the period beginning with July 1 and ending June 30,

**2 Contract Interpretation**
Contract Interpretation

**2.1 Arizona Law**
The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

**2.2 Implied Contract Terms**
Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

**2.3 Contract Order of Precedence**
In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;
2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

**2.4 Relationship of Parties**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**2.5 Severability**

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

**2.6 No Parole Evidence**

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**2.7 No Waiver**

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3 Contract Administration and Operation**

Contract Administration and Operation.

**3.1 Records**

Under A.R.S. § 35–214 and § 35–215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

**3.2 Non–Discrimination**

The Contractor shall comply with State Executive Order No. 99–4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**3.3 Audit**

Pursuant to ARS § 35–214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

**3.4 Facilities Inspection and Materials Testing**

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non–compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

**3.5 Notices**

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

**3.6 Advertising, Publishing and Promotion of Contract**

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**3.7 Property of the State**

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

**3.8 Ownership of Intellectual Property**

Any and all intellectual property, including but not limited to copyright, invention, trademark, 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 State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

**4 Costs and Payments**

Costs and Payments

**4.1 Payments**

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

**4.2 Delivery**

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

**4.3 Applicable Taxes**

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

**4.4 Availability of Funds for the Next State Fiscal Year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

**4.5 Availability of Funds for the Current State Fiscal Year**

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re−solicit the requirements.

**5 Contract Changes**

Contract Changes

**5.1 Amendments**

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**5.2 Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

**5.3 Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**6 Risk and Liability**

Risk and Liability

**6.1 Risk of Loss**

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

**6.2 Indemnification**

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

**6.3 Indemnification – Patent and Copyright**

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

**6.4 Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**6.5 Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**7 Warranties**

Warranties

**7.1 Liens**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**7.2 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

**7.3 Fitness**

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

**7.4 Inspection/Testing**

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

**7.5 Year 2000**

7.5.1 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 addition, 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.

7.5.2 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 State 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 State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State 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.

**7.6 Compliance With Applicable Laws**

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

**7.7 Survival of Rights and Obligations after Contract Expiration or Termination**

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12−510, except as provided in A.R.S. § 12−529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8 State's Contractual Remedies**

State's Contractual Remedies

**8.1 Right to Assurance**

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2 Stop Work Order**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**8.3 Non−exclusive Remedies**

The rights and the remedies of the State under this Contract are not exclusive.

**8.4 Nonconforming Tender**

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or

remedy available to it.

**8.5 Right of Offset**

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non−conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9 Contract Termination**

Contract Termination

**9.1 Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38−511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38−511.

**9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

**9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2−7−701 shall apply.

**9.5 Termination for Default**

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6 Continuation of Performance Through Termination**

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10 Contract Claims**

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

**11 Arbitration**

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

# Contract

***Solicitation # EPS060125–A2***

**Offer**

TO THE STATE OF ARIZONA:
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

| Tax Information | |
|---|---|
| Arizona Transaction (Sales) Privilege Tax License No. | 07418349Y |
| Federal Employer Identification No. | XXXXXXXXX |

| Location Information | |
|---|---|
| Supplier Number: | 3133 |
| Company Name: | CCS Presentation SYstems |
| Address: | 17350 North Hartford Drive<br>Scottsdale, AZ 85255 |

| Signature | | | |
|---|---|---|---|
| Name: | Summer Vyne | Date: | 9/28/06 14:23:11 |
| Title: | Sales Manager | | |
| Signature: | _____ | | |

**Status: Accepted**

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti–competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41–1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization []is not[] a small business with less than 100 employees or has gross revenues of $4 million or less.

**Acceptance**

The Offer is hereby accepted.
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor?s Offer as accepted by the State.
This contract shall henceforth be referred to as Contract No.Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

Award Date TBD

# Contract

***Solicitation # EPS060125–A2***

## Line Items

| LI # | CM Code #<br>CM Code Item # | Commodity Code Description<br>Commodity Code Item Description | Manufacturer | Pricing | Qty | % | Unit Price | Ext Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 0880–0011<br>0880–0011–0099 | Audio Visual Equipment and Supplies (Not Otherwise Classified)<br>Misc. | | FP | 0 | | $0.00 | $0.00 |

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COMMERCIAL COMPUTER SERVICES, INC. d/b/a CCS PRESENTATION SYSTEMS

[Scope of Work]

See following pages.

# CITY OF AVONDALE

# Avondale Sports Arena

## 11465 Civic Center Drive Avondale, AZ

# AUDIO/VIDEO SYSTEM PROPOSAL

## Scope of Work

**7/28/2010**
**R1**


**CCS Presentation Systems**

17350 N. Hartford Drive
Scottsdale, AZ 85255
Ph: 480.348.0100

# Contents


**1 Project Overview** ..... 3

1.1 Introduction ..... 3

1.2 A/V System Costs ..... 3

1.3 Shipping, Delivery, & Returns ..... 4

1.4 Training ..... 5

**2 A/V System Functional Description** ..... 5

2.1 Functional Description: ..... 5

**3 Considerations** ..... 9

3.1 Infrastructure Considerations ..... 9

**4 Standards** ..... 11

4.1 Quality Standards ..... 11

4.2 Workmanship Standards ..... 11

4.3 Reliability ..... 12

4.4 Statement of Performance ..... 12

**5 Software License** ..... 12

5.1 License Grant & Ownership ..... 13

5.2 Copies Modifications & Use ..... 13

5.3 Warranties & Representations ..... 13

5.4 Indemnification ..... 14

5.5 Transfer & Termination ..... 14

**6 Warranty** ..... 14

**7 Agreement** ..... 16

# 1. Project Overview

## 1.1 Introduction

This Scope of Work describes the installation of an Audio/Video system at City of Avondale Sports Arena. The following Scope together with all supporting documentation collectively describes the requirements pertaining to the Audio/Video systems for the City of Avondale Sports Arena. CCS will provide the highest quality equipment, materials and workmanship in furnishing City of Avondale with a complete and turnkey Audio/Video system.

City of Avondale - customers needs

## 1.1 Multipurpose rooms 010 and 011

Design and install a video system with the necessary brightness and viewing angles to be comfortably viewed from all seating within the multipurpose rooms. An audio system reproducing clean audible sound levels distributed evenly within the rooms. The presentation systems for multipurpose rooms 010 and 011 will display local signal sources from the prospective rooms and distributed media from signal sources housed within an equipment rack to reside in data room 021. The multipurpose rooms will be configured to operate in two different modes. Combined into one large room or divided into two separate discrete rooms. These systems will be utilized during live lectures, seminars and presentations. The AV systems will be controlled by an AMX control system for ease of use.

## 1.2 Lobby area 001

Design and install a video display system for digital signage applications. These displays will be utilized during public events and regular hours of operation to display room scheduling, schedule of events and locally produced media to the public. There will not be any audio routing to this display area.

## 1.3 Kitchen room 009

Design and install a video display system for digital signage applications. These displays will be utilized to display room scheduling, schedule of events and locally produced media to the public as well as scheduling data pertinent to the kitchen staff working within this area. Local data will originate from the kitchen office room 008 and the source equipment will be supplied and installed by others. There will be audio routed to the displays.

## 1.4 Outdoor Audio System

The Audio system for the exterior of the facility will consist of twenty (20) JBL Control 25AV all weather loudspeakers mounted two to an OFE supplied pole around the building. There will be ten (10) OFE poles for mounting and we will mount two speakers per pole pointing opposite directions for optimum coverage. The speakers will be divided into 4 zones and be driven by a Crown CTS4200 4-channel audio power amplifier located in the data closet in the equipment rack. The system wills playback

media from a multi disc CD player or IPOD unless another source type is specified by the client.

## 1.2 A/V System Costs

A. Costs of material and equipment, and costs to install, integrate, and commission the AV System, are listed in detail in the provided supporting documents.

B. Costs are based on CCS having uninterrupted access to Client's facility for the consecutive number of hours quoted during normal business hours of 8:00 AM to 5:00 PM Monday through Friday. Interruptions or lack of access to the facility at scheduled times may result in delays in project completion and changes to cost estimates.

C. Change orders will be billed at the normal hourly labor rates, plus materials, shipping, restocking, and other charges.

D. Costs for CCS to attend and participate in pre-commissioning project planning and management meetings and to conduct post-commissioning onsite technical support or other services for Client other than that which is specifically stated elsewhere in this Scope of Work are not included in this Scope of Work and Quotation. If Client requires project managers or representatives from CCS to attend periodic project planning or review meetings, CCS shall bill Client at normal hourly labor rates.

E. Costs include standard training package and standard warranty period support as stipulated in the **Training** and **Warranty** sections and in separate warranty and service agreements. Client shall make arrangements with CCS for any additional training and support in a separate training and support agreement.

F. Unless specifically stated in the terms of the purchase agreement, all shipping charges will be billed FOB point of shipment to the locations stipulated.

G. Client shall pay all excise sales, occupation, or any similar taxes applicable to the equipment, its sale or use, even though not expressly set forth in the quotation.

H. Upon delivery of all or any equipment included in this quotation, contract, and Scope of Work, title and risk of loss to the delivered equipment will be passed to Client. CCS will retain a security interest in the equipment until all payments due have been made in full.

## 1.3 Shipping, Delivery, and Returns

A. Shipping dates represent the best estimate of CCS. If manufacture, delivery, installation, or commissioning is delayed, the timing of acceptance and go-live will be extended by an amount of time equal to the duration of the delaying cause.

B. Client may request a delay in shipment or installation of material and equipment that has already been ordered or manufactured by CCS. CCS will, upon receipt of written request from Client, place the equipment in storage at a billable rate of 1% of its value per month. CCS will invoice Client for the equipment according to the terms of payment in the purchase agreement.

C. Client may also request a delay in shipment or installation of equipment that has not yet been ordered or manufactured by CCS. Manufacturer list prices are subject to change during the

delay period. If Client requests a delay in shipment or installation that requires CCS to postpone material and equipment purchases, CCS will adjust quotation to reflect new material and equipment costs.

D. Goods returned to CCS require a return authorization number.

E. Goods returned for warranty repair or replacement may be returned during the warranty period.

### 1.4 Training

CCS shall provide training for all systems installed.

A. CCS will facilitate one two (2) hour training session for the Multipurpose rooms

B. CCS will facilitate one two (2) hour training session for the Digital signage and outdoor audio systems.

# 2. A/V System Functional Description

### 2.1 Functional Description – *Multipurpose Rooms*

VIDEO SYSTEM:

The video system components include:

A. Two (2) ceiling recessed electric screens

B. Two (2) 3000 lumen ceiling mounted projector.

C. Two (2) Multi media presentation switchers, Bluray players and TV tuners.

D. OFE PC's and Laptop's.

E. CCS to install audio/video matrix switcher in each rooms equipment rack. Video from all sources will be routed through and switched at the switcher. The video will then be routed to a 1 x 2 VGA with audio distribution amp. One of the video signals will be routed to input one of the projector in that room and the other video signal will be routed to the other rooms VGA input #2.

The system will be combinable/un-combinable audio video system. When in the combined mode video and audio from the main room (TBD) will be routed to all the speakers and video display devices.

AUDIO SYSTEM:

The audio system will consist of four (4) ceiling mounted speakers in each room, matrix switchers, one (1) audio processor, two (2) podium microphones, and one (1) audio amplifier.

A. CCS will ceiling mount four speakers in each room.

B. The audio sources will be an OFE PC, OFE laptop, TV tuner, and bluray player. All source audio will be switched by an Audio/Video switcher. The audio will then be routed to a 1x2 audio video distribution amplifier then to the audio processor. The audio will be routed to the audio amplifier then to the ceiling speakers.

C. All microphone audio and source audio will be routed to and processed by a Bi-Amp audio processor for proper management of microphone and source audio levels and routing.

CONTROL SYSTEM:

The AMX control system will consist of two (2) 5" wired wall mounted touch panel and a master controller will reside in the main rooms equipment rack.

Control Panel Pages – Ease of Use: The intent of the control panel design is to provide a clear, well organized, and user friendly graphical user interface. The control panel pages shall be designed with positive feedback to accurately show the current state of system devices. The pages shall be organized and presented in a logical manner allowing any outside presenter or City of Avondale staff member the ability to traverse their way through the Main touch panel page and freely control their A/V presentation. Detailed/complex control functions shall be removed from the "Main" touch panel page allowing the "Main" page to contain only the simple A/V functions necessary for presenters to control their presentation.

The "Main" touch panel page shall be set-up in a neat and logical manner. Standard symbols and icons shall be designed into the page with City of Avondale IT staff approval. The "Main" page shall include, but not be limited to, Projector Power, Switcher Source Selection, Bluray Control, Limited tuner Control, Main PC Input, Laptop Input, Microphone Volume/Muting, Room Audio Volume Control and other limited room functions etc. CCS shall meet with the designated City of Avondale staff member at 30% and 90% completion to review, prior to the final installation and commissioning of the control system.

A. Pages: Main Page, Help Page, pop up pages for sources, Bluray Transport Controls.

B. Sources include: Laptop, Bluray, PC, and tuner.

C. Bluray transport controls: Play, Stop, FFWD, REW, Pause, Next Track, Last Track, Menu Controls: Up Arrow, Down Arrow, Right Arrow, Left Arrow, Enter. All transport buttons shall be graphically represented, as well as text labeled on the function key, (i.e. Play button displays the word "Play" as well as the graphical arrow.

D. Room combine and uncombined.

E. A "Clean Screen" button will be added so the control panel screen can be cleaned without activating any operating functions.

F. A "Video Mute" button shall be included on the monitor popup.

G. Main page shall contain faders for program volume and microphone levels to the ceiling mounted speakers.

H. The master controller will connect to the OFE LAN for wired connectivity.

RACK SYSTEM:

A. The equipment rack in each room will be a Middle-Atlantic (size: 21-space) to mount the major components. The racks will be located in each specified room.

LECTERN:

A. The Lectern will be an OFE Lectern.

MISCELLANEOUS:

A. All remote controls, excess cables and adaptors shall be turned over to the client upon completion and commissioning of the system.

## 2.2 Functional Description – *Digital Signage*

VIDEO SYSTEM:

The video system components include:

A. Eleven (11) 40 inch Samsung Magicinfo monitors.

B. Eleven (11) TV tuners, one at each monitor.

C. An OFE PC for smart software.

The system will have the capability of selecting either the information from the OFE PC via the Samsung Magicinfo software or a tuner input.

Eight (8) of the monitors will be wall mounted (kitchen and hallway) and three (3) will be ceiling mounted in the Lobby area.

City of Avondale Sports Arena will supply a network connection and RF connection at each monitor location.

AUDIO SYSTEM:

The audio system will consist of an internal speaker system in each monitor. The source will be the OFE PC and CCS supplied TV tuner.

CONTROL SYSTEM:

The AMX control system will consist of one (1) 5" wired rack mounted touch panel and a master controller will reside in the main room equipment rack.

Control Panel Pages – Ease of Use: The intent of the control panel design is to provide a clear, well organized, and user friendly graphical user interface. The control panel pages shall be designed with positive feedback to accurately show the current state of system devices. The pages shall be organized and presented in a logical manner allowing any outside presenter or City of Avondale staff member the ability to traverse their way through the Main touch panel page and freely control their A/V presentation. Detailed/complex control functions shall be removed from the "Main" touch panel page allowing the "Main" page to contain only the simple A/V functions necessary for presenters to control their presentation.

The "Main" touch panel page shall be set-up in a neat and logical manner. Standard symbols and icons shall be designed into the page with City of Avondale IT staff approval. The "Main" page shall include, but not be limited to, Tuner channel selection. CCS shall meet with the designated City of Avondale staff member at 30% and 90% completion to review, prior to the final installation and commissioning of the control system.

A. Pages: Main Page, Help Page, pop up pages for TV tuner Controls.

B. The master controller will connect to the OFE LAN for wired connectivity.

RACK SYSTEM:

A. The equipment rack in each room will be a Middle-Atlantic (size: 44-space) to mount the major components. The rack will be located in the office 008.

MISCELLANEOUS:

A. All remote controls, excess cables and adaptors shall be turned over to the client upon completion and commissioning of the system.

## 2.2 Functional Description – *Outdoor Audio*

AUDIO SYSTEM:

The audio system will consist of twenty (20) speakers, one audio speaker processor, one 5 disc CD changer and an IPOD docking station.

A. The speaker will be mounted on OFE supplied light poles. CCS will mount two (2) speakers per pole. City of Avondale will supply 2" conduits to each speaker light pole. CCS will run conduit from the speaker location to the bottom of the light pole. CCS will route speaker cable from the main equipment rack in the office to four separate speaker zones.

CONTROL SYSTEM:

The AMX control system will use the Digital signage control panel and control processor,

Control Panel Pages – Ease of Use: The intent of the control panel design is to provide a clear, well organized, and user friendly graphical user interface. The control panel pages shall be designed with positive feedback to accurately show the current state of system devices. The pages shall be organized and presented in a logical manner allowing any outside presenter or City of Avondale staff member the ability to traverse their way through the Main touch panel page and freely control their A/V presentation. Detailed/complex control functions shall be removed from the "Main" touch panel page allowing the "Main" page to contain only the simple A/V functions necessary for presenters to control their presentation.

The "Main" touch panel page shall be set-up in a neat and logical manner. Standard symbols and icons shall be designed into the page with City of Avondale IT staff approval. The "Main" page shall include, but not be limited to, Tuner channel selection. CCS shall meet with the designated City of Avondale staff member at 30% and 90% completion to review, prior to the final installation and commissioning of the control system.

A. Pages: Main Page, Help Page, pop up pages for source selection.

B. The control system will be able to control volume to four (4) separate zones of four (4) speakers in each zone.

RACK SYSTEM:

A. The equipment rack will be the digital signage equipment rack. The rack will be located in the office 008.

MISCELLANEOUS:

A. All remote controls, excess cables and adaptors shall be turned over to the client upon completion and commissioning of the system.

# 3. Considerations

## 3.1 Infrastructure Considerations

The following items are noted to clarify requirements and responsibilities in regard to the integration of the AV system with the facility's infrastructure systems.

### A. General

- Client is responsible for resolving environmental, compatibility, performance, or other issues related to the integration of the AV system to interior design, acoustics, lighting, and structural, mechanical, electrical, data/telecom, and other infrastructure systems that impact the performance of the audiovisual system unless requirements and responsibilities directly relevant to the issue have been specifically noted elsewhere in this Scope of Work.

- Client will supply a LAN connection at each rack location and to each monitor location.

- Client will provide SAT/Cable feed to each equipment rack in the multipurpose rooms and to each display monitor.

- Client to provide sufficient room for all audio/video control connectivity.

**B. Space Conditions**

- If space availability problems arise due to space modifications not shown on drawings submitted to CCS and made by Client or by Contractors of Client after CCS has ordered equipment, Client shall bear the expense of providing alternate equipment that will work within the available space.

- In the event building conditions change after initial installation of the AV system that require relocation or reinstallation of equipment or components, such work shall not be included within this Scope of Work and shall require a new or revised Scope of Work before the relocation or reinstallation can be completed.

- Client will notify CCS if the site is asbestos free or not and that it is safe in work areas covered by this proposal.

- Client shall provide replacement ceiling tiles which will be needed during the removal and reinstallation of equipment as a result of changes to system layout.

**C. Projector Vibration –** CCS is not responsible for any vibration of the projector that is caused by the HVAC air handling system or other OFE structural defects.

**D. Electrical**

- Client is responsible for the installation of the electrical circuits, including electrical outlets, conduit runs, floor boxes, wall boxes, and wiring that will be required to supply electrical power to the AV equipment.

- Client will provide and install one (1) ceiling mounted 15A 110v duplex receptacle at each projector location. The exact location will need to be confirmed with the CCS Project Manager. Each outlet should not be linked to a general room convenience outlet, only to one where the expected load is clearly known.

- Electric Screen Location: Client will provide and install an above ceiling mounted 15A or 20A 110V duplex receptacle at each screen location. The exact location will need to be confirmed with the CCS Project Manager. Each outlet should not be linked to a general room convenience outlet, only to one where the expected load is clearly known and there is sufficient room for an additional load.

- Equipment Rack Location: Client will provide and install a wall mounted 15A or 20A 110V duplex receptacle for Audio/Visual each equipment rack. The exact location will need to be confirmed with the CCS Project Manager. Each outlet should not be linked to a general

room convenience outlet, only to one where the expected load is clearly known and there is sufficient room for an additional load.

- Monitor Location: Client will provide and install a wall mounted 15A or 20A 110V duplex receptacle for each monitor. The exact location will need to be confirmed with the CCS Project Manager. Each outlet should not be linked to a general room convenience outlet, only to one where the expected load is clearly known and there is sufficient room for an additional load.

- All electrical work shall comply with the requirements specified in the **Quality Standards** and **Workmanship Standards** of this Scope of Work.

# 4. Standards

## 4.1 Quality Standards

A. All equipment, cabling, materials, and installation methodology shall conform to the requirements of the National Board of Fire Underwriters, the current published edition of the National Electrical Code, and all other applicable laws and regulations.

B. Drawings and Specifications shall take precedence when they are more stringent than codes, ordinances, standards, and statutes; however, codes, ordinances, standards, and statutes shall take precedence where more stringent or conflict with Drawings and/or Specifications. CCS regards the following industry standards specifications and codes as minimum standards:

- National Electric Code
- Underwriter's Laboratories, Inc.
- American Standards Association
- Uniform Building Code
- Arizona Electric Code
- American Society for Testing Materials Standards
- National Electrical Manufacturer's Association
- National Fire Protection Association
- Arizona State Fire Code
- Arizona Health and Safety Standards
- Federal Communications Commission
- Institute of Electrical and Electronic Engineers
- Manufacturers' recommendations

C. All products and materials provided by CCS shall be new, of high quality, and free of faults and defects.

D. All work related to this Scope of Work shall be completed in a professional manner by fully qualified workers.

## 4.2 Workmanship Standards

A. All equipment shall be installed in accordance with this Scope of Work, project drawings, and manufacturer's recommendations.

B. All equipment with the exception of portable equipment shall be firmly fastened or attached in place. A safety factor of at least five shall be utilized for all brackets, fasteners, and attachments.

C. In the installation of equipment and cable, consideration shall be to operational efficiency, safety, and overall aesthetic factors.

D. All AV equipment shall be installed such that proper cooling and ventilation is provided.

E. All AV equipment shall be installed in a manner that prevents hum, RF/EMI/EMF interference, and mechanical vibration-based noises (e.g. noise from fan mounts, etc.).

F. All AV equipment shall be protected from construction dust and debris until final acceptance of the system

### 4.3 Reliability

A. The audiovisual system will be designed to provide professional quality operation over a period of several years without the need for continual maintenance. Equipment that has a high failure rate is not acceptable for installation as part of this system.

### 4.4 Statement of Performance

A. CCS will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, including all OSHA guidelines. Unless specifically stated, all work will be performed during the normal working hours of Monday through Friday, between 8:00AM and 5:00PM, except for recognized holidays.

B. Any required work after hours or on weekends will be at time and a half or $135.00/hour. The quote provided is base on normal business hours.

C. CCS staff and contractors will conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All CCS staff is expected to check in and out with you or an assigned contact at the beginning and end of the workday.

D. CCS staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed whenever possible. CCS will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.

E. CCS cannot be responsible for the operation, performance or warranty of equipment outside this contract. CCS does not warrant that equipment supplied by others can be connected or will function properly except as specified by the project documentation.

F. CCS will provide the customer with complete and detailed documentation for the project. This includes: as-built drawings, control code and cable pull drawings.

G. CCS will provide a binder with all operation manuals and warranty documents.

H. CCS will acquire, assemble, deliver and test all specified equipment and components to provide you with a fully functional system.

## 5. Software License

This Software License is made by CCS Presentation Systems to Client as an essential element of the services to be rendered by CCS as defined in the system specification and any associated documents and agreement. System shall mean the deliverable product as defined in these documents.

Client and CCS agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

## 5.1 License Grant and Ownership

A. CCS hereby grants to Client a worldwide, perpetual, non-exclusive, non-transferable license to all software for Client's use in connection with the establishment, use, maintenance, and modification of the system implemented by CCS. Software shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts, or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by CCS and accepted by Client.

B. Except as expressly set forth in this paragraph, CCS shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties, or service contracts provided by third parties in connection with any software, hardware, or other software or services provided in the system shall be delivered to Client for the sole benefit of Client.

C. Client may supply to CCS or allow CCS to use certain proprietary information, including service marks, logos, graphics, software, documents, and business information and plans that have been authored or pre-owned by Client. All such intellectual property shall remain the exclusive property of Client and shall not be used by CCS for any purposes other than those associated with delivery of the system.

## 5.2 Copies, Modifications, and Use

A. Client may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Client and its representatives.

B. Client may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Client to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code, or otherwise, by any third parties, except in connection with the use of the system as part of Client's business.

C. All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than CCS.

## 5.3 Warranties and Representations

CCS represents and warrants to Client that:

A. CCS has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Client;

B. The goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to CCS or its subcontractors or partners;

C. The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule, or regulation.

D. CCS further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with

the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is.

E. Except as expressly stated in this Agreement, there are no warranties, expressed or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.

### 5.4 Indemnification

A. CCS hereby indemnifies and shall defend and hold harmless Client, its parent companies, and its and their subsidiaries, affiliates, officers, directors, employees, agents, and subcontractors from and against all liability, damages, loss, cost, or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by CCS infringes or otherwise violates any rights of any such third party.

B. Client hereby indemnifies and shall defend and hold harmless CCS, its and their subsidiaries, affiliates, officers, directors, employees, agents, and subcontractors from and against all liability, damages, loss, cost, or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Client's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

C. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

### 5.5 Transfer and Termination

A. This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location.

B. CCS may terminate this license upon notice for failure to comply with any of terms set forth in this Software License. Upon termination, Client is obligated to immediately destroy the software, including all copies and modifications.

## 6. Warranty

A. All new equipment, provided by CCS, includes the manufacturer's warranty. The start date of the warranty is the date of the Client invoice. Please be sure to complete and mail all information required to activate your warranties with the manufacturers. These forms along with the other pertinent information are provided by the manufacturer. CCS warrants that all AV equipment will be installed in accordance with the manufacturer's recommended environmental and electrical operating conditions and requirements. Although CCS will cooperate with the repair and

installation of equipment damaged through environmental conditions, CCS will not be responsible for damages caused by these conditions incurred after the initial installation and acceptance.

B. CCS will extend a 1 Year system warranty from the date of your acceptance of the system, unless superseded by an extended warranty, service contract or preventative maintenance contract. After the 1 year period has expired, any future service requirements will be billed on a time and materials basis unless a CCS Service Contract is in place.

C. CCS warrants the system to be free of defects in workmanship and fit for the intended purpose for a period of 1 year from the date of customer acceptance. This warranty does not cover equipment or system abuse, misuse including but not limited to: operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by CCS or repair by a service facility other than those authorized by the manufacturer.

D. For warranty purposes, *improper functioning* means failure of the system to meet the intentions of the specification because of internal defects, and *improper use* refers to human actions that result in defects or malfunctions in the AV system.

E. This warranty does not cover defects in workmanship and improper functioning that result from improper use or adverse environmental conditions. NOTE: Improper use includes but is not limited to: making adjustments to the controls in a manner that degrades system performance or causes a malfunction; causing injury to the equipment or to the system beyond normal wear; operating the equipment outside of manufacturer recommended environmental and electrical operating specifications; making alterations to the system that are not approved by or performed by CCS; and repairing or servicing equipment by individuals or agencies other than CCS or the equipment manufacturer.

F. This warranty also does not cover paint, exterior finishes, fuses, lamps (including projection lamps), or associated labor, unless the damage or failure results from defective materials or workmanship covered by the warranty.

G. Once the warranty period expires, and a CCS Service Contract is not in effect, CCS will service the equipment on a time and materials basis.

H. CCS Service Contracts will provide service on the Client's site within a specified time frame. Clients who elect not to purchase a service agreement will be provided service on a per-event time and material basis. Equipment that requires service and is not covered by a CCS Service Contract, but remains under a manufacturer's warranty, will be on a 'depot' basis (serviced at the CCS Service Center).

I. With respect to OFE (Owner Furnished Equipment), CCS will work with but does not automatically warrant either directly or indirectly the functionality or serviceability of any equipment not sold directly through CCS. OFE equipment may qualify for a CCS Service Contract.

J. CCS' objective is to respond within 6 business hours of the initial service call during the normal working hours of Monday through Friday, between 8:00 AM and 5:00 PM, except for recognized holidays. Service required outside of normal working hours will be billed at the normal hourly rates for overtime work.

K. Upon arrival for service, access to the equipment will be expected. Please contact CCS prior to the scheduled service appointment if delays in access are expected. Unexpected delays may be billable.

L. CCS will notify Client of any service work to be performed for which charges may be incurred prior to any work being performed.

M. CCS will notify Client if a service call is or is not covered under warranty or CCS Service Contract and is billable.

# 7. Agreement

### A. OFE Readiness

1. Client acknowledges that estimates or requirements presented in this Program Report and Scope of Work that reference OFE are made with Client's assurance that all OFE will be installed, complete, operational, and meet the quality, performance, and reliability standards as required by the system's specifications and as set forth in this Scope of Work.

2. Client agrees to have already installed and made operational all OFE and all facility infrastructure systems and equipment, including but not limited to acoustics, lighting, structural, mechanical, electrical, and data/telecom systems, at the time installation of the audiovisual equipment is scheduled to begin, and understands that any delays in the availability and operation OFE and infrastructure systems and equipment may result in significant delays in project completion, and may also result in additional billable costs due to trip charges, schedule changes, or any other expenses incurred by CCS as a result of infrastructure equipment and systems not being operational at the time AV equipment installation begins.

3. Client acknowledges that, if CCS finds any issue with OFE that would lead to faulty, unreliable, or substandard equipment or system performance, or that would compromise safety, or that would require CCS to deviate from accepted industry standards and workmanship practices to complete the integration of OFE into the system, CCS will not integrate OFE into the final system. In this event, Client shall be required to furnish new equipment that is form, fit, and functionally equivalent to replace the original OFE, and Client and CCS may be required to amend the Scope of Work to stipulate responsibilities, action items, and timelines for removing the original OFE and procuring and installing new replacement equipment.

EXHIBIT C
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
COMMERCIAL COMPUTER SERVICES, INC. d/b/a CCS PRESENTATION SYSTEMS

[Fee Proposal]

See following pages.

Customer Name: CITY OF AVONDALE
Date: 7/28/2010
Quote: 2010-07-042 - Avondale Sports Arena

CCS Presentation Systems
17350 N. Hartford Dr., Scottsdale, AZ 85255 480-348-0100
3633 E. Irvington, Tucson, AZ 85714 520-318-0100
6501 Eagle Rock NE, Bldg A, Ste 3, Albuquerque, NM 87113 505-999-1399

**State Contract # EPS060125**

| Qty | Product Number | Manufacturer | Description | State Cost | % Discount | List | Extended State | Extended List |
|---|---|---|---|---|---|---|---|---|
| **DIGITAL SIGNAGE** | | | | | | | | |
| 11 | 400DXn-2 | SAMSUNG | SAMSUNG-40" Monitor With MagicInfo 1920X1080 Res. | $1,899.00 | 82.00% | $2,614.00 | $20,889.00 | $28,754.00 |
| 1 | OFE | CCS | CCS-Owner Furnished PC | $0.00 | 80.00% | $0.00 | $0.00 | $0.00 |
| 8 | LTMU | CHIEF | CHIEF TILT MOUNT | $209.30 | 70.00% | $299.00 | $1,674.40 | $2,392.00 |
| 3 | PCM2536 | CHIEF | CHIEF LARGE SCREEN MOUNT | $321.30 | 70.00% | $459.00 | $963.90 | $1,377.00 |
| 11 | MTVBOXH11 | AVERMEDIA | AVERMEDIA TV BOX 11 1080I W/ CC | $175.99 | 88.00% | $199.99 | $1,935.89 | $2,199.89 |
| 1 | FG2105-06 | AMX | AMX INTEGRATED MASTER/NETLINX CONTROLLER | $2,275.00 | 65.00% | $3,500.00 | $2,275.00 | $3,500.00 |
| 1 | FG423-41 | AMX | AMX-PSN6.5 12VDC 6.5A POWER SUPPLY | $299.00 | 65.00% | $460.00 | $299.00 | $460.00 |
| 1 | FG515 | AMX | AMX AC-RK ACCESSORY RACK KIT | $52.00 | 65.00% | $80.00 | $52.00 | $80.00 |
| 1 | FG2261-02 | AMX | AMX-Modero Color Video 5" Widescreen Wall/Flush Mount wit | $1,495.00 | 65.00% | $2,300.00 | $1,495.00 | $2,300.00 |
| 1 | FG2904-55 | AMX | AMX-Rack Mount Kit for NXD-CV5 | $195.00 | 65.00% | $300.00 | $195.00 | $300.00 |
| 1 | FG423-80 | AMX | AMX-Power Over Ethernet Injector - a single-port; self-contain | $78.00 | 65.00% | $120.00 | $78.00 | $120.00 |
| 1 | FG2023 | AMX | AMX 4-PORT IR CARD | $390.00 | 65.00% | $600.00 | $390.00 | $600.00 |
| 1 | ERK-4425-AV | MID ATLANT | MID ATLANTIC-44 SPACE (77"), 25" DEEP STAND ALONE F | $1,591.17 | 76.00% | $2,093.64 | $1,591.17 | $2,093.64 |
| 1 | NET9RMBLK | APC | APC-BLACK RACK MOUNT SURGE ARREST 9 OUTLET | $109.62 | 87.00% | $126.00 | $109.62 | $126.00 |
| 10 | EB1 | MID ATLANT | MID ATLANTIC-1 space blank | $8.07 | 76.00% | $10.62 | $80.70 | $106.20 |
| 4 | EB2 | MID ATLANT | MID ATLANTIC-2 space blank | $10.82 | 76.00% | $14.24 | $43.28 | $56.96 |
| 1 | MATERIALS | CCS | CCS Misc Connectors, Hardware, Etc. | $625.00 | 80.00% | $781.25 | $625.00 | $781.25 |
| 44 | INSTALL | CCS | CCS Install | $90.00 | 80.00% | $100.00 | $3,960.00 | $4,400.00 |
| 5 | PROJECT MANAGE | CCS | CCS-Project Management | $80.00 | 80.00% | $100.00 | $400.00 | $500.00 |
| 16 | PROGRAMMING | CCS | CCS-Programming | $100.00 | 80.00% | $125.00 | $1,600.00 | $2,000.00 |
| 4 | ENGINEERING | CCS | CCS-Design & Engineering | $80.00 | 80.00% | $100.00 | $320.00 | $400.00 |
| 2 | DOCUMENTATION | CCS | CCS-DOCUMENTATION | $80.00 | 80.00% | $100.00 | $160.00 | $200.00 |
| | | | | | | **DIGITAL SIGNAGE T** | **39,136.96** | **52,746.94** |
| **multipurpose** | | | | | | | | |
| 2 | NP510W | NEC | NEC-3000 ANSI Lumens | $909.35 | 65.00% | $1,399.00 | $1,818.70 | $2,798.00 |
| 2 | RPMA237 | CHIEF | CHIEF CEILING MOUNT FOR PROJECTOR | $174.30 | 70.00% | $249.00 | $348.60 | $498.00 |
| 2 | 34538L | DALITE | DALITE-Tension Advantage Electrol 113" diag, 16x10, w/LVC | $2,186.10 | 70.00% | $3,123.00 | $4,372.20 | $6,246.00 |
| 2 | OFE | CCS | OFE PC | $0.00 | 80.00% | $0.00 | $0.00 | $0.00 |
| 2 | OFE | CCS | OFE LAPTOP | $0.00 | 80.00% | $0.00 | $0.00 | $0.00 |

Customer Name: CITY OF AVONDALE
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6501 Eagle Rock NE, Bldg A, Ste 3, Albuquerque, NM 87113 505-999-1399

**State Contract # EPS060125**

| Qty | Product Number | Manufacturer | Description | State Cost | % Discount | List | Extended State | Extended List |
|---|---|---|---|---|---|---|---|---|
| 2 | MTVBOXH11 | AVERMEDIA | AVERMEDIA TV BOX 11 1080I W/ CC | $175.99 | 88.00% | $199.99 | $351.98 | $399.98 |
| 2 | U1 | MID ATLANT | MID ATL - 1 SPC (1 3/4") RACK SHELF | $39.40 | 76.00% | $51.84 | $78.80 | $103.68 |
| 2 | BD550 | LG | Blu-ray Disc Player w/ BD-Live & BonusView. Full HD 1080P | $193.19 | 84.00% | $229.99 | $386.38 | $459.98 |
| 2 | RSH4S/BD550 | SAMSUNG | MiddleAtlantic, rack shelf for samsung BD550 | $149.70 | 82.00% | $182.56 | $299.40 | $365.12 |
| 2 | VP-728 | KRAMER | KRAMER 9-INPUT SCALER/SWITCHER | $1,001.65 | 67.00% | $1,495.00 | $2,003.30 | $2,990.00 |
| 2 | VP-200AK | KRAMER | 1:2 XGA & Stereo Audio DA with KR-ISP™ Signal Processing | $291.45 | 67.00% | $435.00 | $582.90 | $870.00 |
| 4 | W1200-CA-S-A | COVID | Covid, single gang wp, HD15, 3.5MM | $27.96 | 75.00% | $37.28 | $111.84 | $149.12 |
| 2 | W1120-CA-S-A | COVID | COVID SINGLE GANG WLR PLATE | $21.75 | 75.00% | $29.00 | $43.50 | $58.00 |
| 2 | CVD 0511-06AUDIC | COVID | COVID 6' M-M VGA W/ 3.5MM AUDIO | $27.00 | 75.00% | $36.00 | $54.00 | $72.00 |
| 2 | CVD 0511-12AUDIC | COVID | COVID 12' M-M VGA W/ 3.5MM AUDIO | $39.00 | 75.00% | $52.00 | $78.00 | $104.00 |
| 2 | M-15 | PROCO | PROCO-MIC CABLE XF/XM 15FT LO-Z | $54.66 | 78.00% | $70.08 | $109.32 | $140.16 |
| 2 | MX418S/S | SHURE | SHURE SUPERCARD. 18 GOOSE MIC. | $188.30 | 70.00% | $269.00 | $376.60 | $538.00 |
| 8 | CONTROL26CT | JBL | JBL 6 CEILING SPEAKERS W/TRANS (EACH) | $143.99 | 77.00% | $187.00 | $1,151.92 | $1,496.00 |
| 1 | 280A | CROWN | CROWN 280 POWER AMPLIFIER | $429.12 | 72.00% | $596.00 | $429.12 | $596.00 |
| 1 | NEXIA CS | BIAMP | BIAMP-BI AMP 10 X 6 DSP PROCESSOR | $1,528.00 | 75.00% | $2,598.00 | $1,528.00 | $2,598.00 |
| 1 | FG2105-15 | AMX | AMX-NI-3100ICS NETLINX MASTER CONTROL MODULE | $1,768.00 | 65.00% | $2,720.00 | $1,768.00 | $2,720.00 |
| 1 | FG423-41 | AMX | AMX-PSN6.5 12VDC 6.5A POWER SUPPLY | $299.00 | 65.00% | $460.00 | $299.00 | $460.00 |
| 1 | FG515 | AMX | AMX AC-RK ACCESSORY RACK KIT | $52.00 | 65.00% | $80.00 | $52.00 | $80.00 |
| 2 | FG2261-02 | AMX | AMX-Modero Color Video 5" Widescreen Wall/Flush Mount wit | $1,495.00 | 65.00% | $2,300.00 | $2,990.00 | $4,600.00 |
| 2 | FG423-80 | AMX | AMX-Power Over Ethernet Injector - a single-port; self-contain | $78.00 | 65.00% | $120.00 | $156.00 | $240.00 |
| 2 | ERK-2125 | MID ATLANT | MID ATLANTIC-`STAND ALONE 21 SPACE RACK,36" 3/4 HI | $524.10 | 76.00% | $689.60 | $1,048.20 | $1,379.20 |
| 2 | ERK-RR21 | MID ATLANT | Mid Atl Rear Rack Kit | $43.24 | 76.00% | $56.90 | $86.48 | $113.80 |
| 2 | CBS-ERK-25 | MID ATLANT | MID ATLANTIC-SKIRTED WHEELBASE FITS 25 DEEP ERK | $163.11 | 76.00% | $214.62 | $326.22 | $429.24 |
| 2 | FD-18 | MID ATLANT | MID ATLANTIC SOLID FT. DOOR- 18 SP. | $137.03 | 76.00% | $180.30 | $274.06 | $360.60 |
| 2 | NET9RMBLK | APC | APC-BLACK RACK MOUNT SURGE ARREST 9 OUTLET | $109.62 | 87.00% | $126.00 | $219.24 | $252.00 |
| 2 | U1 | MID ATLANT | MID ATL - 1 SPC (1 3/4") RACK SHELF | $39.40 | 76.00% | $51.84 | $78.80 | $103.68 |
| 4 | EB2 | MID ATLANT | MID ATLANTIC-2 space blank | $10.82 | 76.00% | $14.24 | $43.28 | $56.96 |
| 15 | EB1 | MID ATLANT | MID ATLANTIC-1 space blank | $8.07 | 76.00% | $10.62 | $121.05 | $159.30 |
| 1 | MATERIALS | CCS | CCS Misc Connectors, Hardware, Etc. | $893.75 | 80.00% | $1,117.19 | $893.75 | $1,117.19 |

Customer Name: CITY OF AVONDALE
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**State Contract # EPS060125**

| Qty | Product Number | Manufacturer | Description | State Cost | % Discount | List | Extended State | Extended List |
|---|---|---|---|---|---|---|---|---|
| 56 | INSTALL | CCS | CCS Install | $90.00 | 80.00% | $100.00 | $5,040.00 | $5,600.00 |
| 6 | PROJECT MANAGE | CCS | CCS-Project Management | $80.00 | 80.00% | $100.00 | $480.00 | $600.00 |
| 24 | PROGRAMMING | CCS | CCS-Programming | $100.00 | 80.00% | $125.00 | $2,400.00 | $3,000.00 |
| 5 | ENGINEERING | CCS | CCS-Design & Engineering | $80.00 | 80.00% | $100.00 | $400.00 | $500.00 |
| 4 | DOCUMENTATION | CCS | CCS-DOCUMENTATION | $80.00 | 80.00% | $100.00 | $320.00 | $400.00 |
| 2 | TRAINING, SYSTEM | CCS | CCS-Training For Installed System | $72.00 | 80.00% | $90.00 | $144.00 | $180.00 |
| | | | | | **multipurpose Total** | | **31,264.64** | **42,834.01** |
| **OUTDOOR AUDIO** | | | | | | | | |
| 20 | CONTROL 25AV-W | JBL | JBL White 5.25 Shielded Monitor Spkr. | $165.55 | 77.00% | $215.00 | $3,311.00 | $4,300.00 |
| 1 | CTS4200A | CROWN | CROWN 4 CHANNEL COMTECH AMP | $1,301.04 | 72.00% | $1,807.00 | $1,301.04 | $1,807.00 |
| 1 | NEXIA SP | BIAMP | BIAMP DSP | $1,498.50 | 75.00% | $1,998.00 | $1,498.50 | $1,998.00 |
| 1 | CD-355 | TASCAM | Tascam 5-disc CD Changer | $311.99 | 78.00% | $399.99 | $311.99 | $399.99 |
| 1 | IRDS-1 | CHIEF | iPod RACK DOCKING STATION-1UNIT | $145.53 | 70.00% | $189.00 | $145.53 | $189.00 |
| 1 | MATERIALS | CCS | CCS Misc Connectors, Hardware, Etc. | $875.00 | 80.00% | $1,093.75 | $875.00 | $1,093.75 |
| 60 | INSTALL | CCS | CCS Install | $90.00 | 80.00% | $100.00 | $5,400.00 | $6,000.00 |
| 5 | PROJECT MANAGE | CCS | CCS-Project Management | $80.00 | 80.00% | $100.00 | $400.00 | $500.00 |
| 8 | PROGRAMMING | CCS | CCS-Programming | $100.00 | 80.00% | $125.00 | $800.00 | $1,000.00 |
| 3 | ENGINEERING | CCS | CCS-Design & Engineering | $80.00 | 80.00% | $100.00 | $240.00 | $300.00 |
| 2 | DOCUMENTATION | CCS | CCS-DOCUMENTATION | $80.00 | 80.00% | $100.00 | $160.00 | $200.00 |
| 4 | LIFT FIRST DAY | CCS | CCS-First Day Lift Rate | $300.00 | 80.00% | $375.00 | $1,200.00 | $1,500.00 |
| 2 | TRAINING, SYSTEM | CCS | CCS-Training For Installed System | $72.00 | 80.00% | $90.00 | $144.00 | $180.00 |
| | | | | | **OUTDOOR AUDIO T** | | **15,787.06** | **19,467.74** |

Customer Name: CITY OF AVONDALE
Date: 7/28/2010
Quote: 2010-07-042 - Avondale Sports Arena

CCS Presentation Systems
17350 N. Hartford Dr., Scottsdale, AZ 85255 480-348-0100
3633 E. Irvington, Tucson, AZ 85714 520-318-0100
6501 Eagle Rock NE, Bldg A, Ste 3, Albuquerque, NM 87113 505-999-1399

**State Contract # EPS060125**

| Qty | Product Number | Manufacturer | Description | State Cost | % Discount | List | Extended State | Extended List |
|---|---|---|---|---|---|---|---|---|
| | | | | | | **System Total** | **$86,188.66** | **115,048.69** |
| | | | | | | **Estimated Tax** | $5,014.03 | 6,692.96 |
| | | | | | | **Quote Total** | **$91,202.69** | **121,741.64** |

Salesperson: TONY PIOWARSY
Designer: TED RECKELL

# CITY COUNCIL REPORT

**SUBJECT:**
Purchase Agreement - Corporate Technology Solutions for ASC

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Kevin Hinderleider, IT Director (623)333-5007

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a contract with Corporate Technology Solutions for the purchase and installation of network cabling and fiber optics for the Avondale Sports Center in the amount of $61,743.04, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**DISCUSSION:**

This contract will install the network cable drops for data, voice, video, and WiFi access. It also includes fiber optics installed from Avondale City Hall to the Avondale Sports Center for connectivity. The Avondale Sports Center cabling and fiber optics is being purchased through Corporate Technology Solutions on the State of Arizona Contract # AD020193-014 in the amount of $61,743.04.

**BUDGETARY IMPACT:**

The Information Technology cabling and fibers is funded from the $319,000 set aside in the project budget for Information Technology systems and equipment. The cabling and fiber optics will be purchased utilizing these funds in the amount of $61,743.04 from Corporate Technology Solutions utilizing the State of Arizona Contract # AD020193-014.

**RECOMMENDATION:**

Staff recommends that the City Council approve a contract with Corporate Technology Solutions for the purchase and installation ofnetwork cabling and fiber optics for the Avondale Sports Center in the amount of $61,743.04, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**ATTACHMENTS:**

**Click to download**

- Purchase Agreement

**PURCHASE AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**CORPORATE TECHNOLOGY SOLUTIONS LLC**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Corporate Technology Solutions LLC, an Illinois limited liability company ("Contractor").

RECITALS

A. After a competitive bidding process, the State of Arizona entered into Contract Number AD020193-014-A11, as amended, with the Contractor to purchase and install telecommunications cabling and optical fiber systems (the "State Contract"). The State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City has determined that telecommunications cabling and optical fiber systems are required at the City's American Sports Center (the "ASC Facilities").

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

D. The City desires to purchase materials and installation services for telecommunications cabling and optical fiber systems at the ASC Facilities (the "Materials and Services") under the State 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 Vendor 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 December 31, 2010.

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

3. Compensation. The City shall pay Contractor an amount not to exceed $61,743.04 for the Materials and Services as more particularly set forth in the Scopes of Work, 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. 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.

6. Conflict of Interest. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

7. 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 relieved of any subsequent obligation under this Agreement.

8. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the City under the State 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.

[SIGNATURES ON FOLLOWING PAGE]

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

**"Contractor"**

CORPORATE TECHNOLOGY SOLUTIONS LLC, an Illinois limited liability company

By:_____

Name:_____

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 CORPORATE TECHNOLOGY SOLUTIONS LLC, an Illinois 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
NETWORK INFRASTRUCTURE CORPORATION

[State Contract]

See following pages.

JANICE K. BREWER
Governor

DAVID RABER
Interim Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
http://www.azdoa/spo

# CONTRACT AMENDMENT
## AD020193 – Cabling Communications Systems

**Contractor Name:** Corporate Technology Solutions
**Contract Number:** AD020193-014
**Amendment Number:** 11

---

The above referenced contract is hereby amended as follows:

1. In accordance with the Uniform Terms and Conditions, and as specifically authorized under the Arizona Revised Statutes and through the attached Procurement Determination: Competition Impracticable, this contract is hereby extended from April 1, 2010 through March 31, 2011.

2. The language under clause, Eligible Agencies (Statewide) is deleted and the following language inserted:

   **"Permissive Use -** The contract shall be for the permissive use of the State of Arizona, its departments, commissions and boards as well as members of the State Purchasing Cooperative (Cooperative Members). State Agencies and Cooperative Members that have a requirement for the products and/or services within the scope of the contract may source their requirement under the contract at their sole discretion. "

All other terms and conditions shall remain unchanged.

This Amendment Approved and Agreed to by the signatures of the parties to the contract as shown:

Brian M Rhynos
**Signature**

Brian M Rhynos - President
**Print Name, Title**

Corporate Technology Solutions
**Print Contractor Company Name**

**Date Signed:** 3/30/10

M M McGovern
**Signature**

**Maureen L. McGovern**
**Senior Procurement Specialist**
**Arizona Department of Administration**
**State Procurement Office**

**Date Signed:** March 26, 2010

**State Procurement Office**
**100 N. 15th Ave., Ste 104**
**Phoenix, AZ 85007**

**Date Received:**

# Procurement Determination: Competition Impractical

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

**1. Agency: State Procurement Office**

**Name:** Maureen L. McGovern **Title:** Senior Procurement Specialist

**Phone:** 602-542-9125 **Fax:** 602-542-5508 **email:** Maureen.mcgovern@azdoa.gov

**Subject Materials or Services:** Cabling Communications Systems (Contract Set AD020193)

**Estimated Cost:** $1,000,000 ← (based on FY10 Q1 & Q2 reported usage of ~ $400,000)

**2. Provide full description of materials or services:**
IT Cable Communications Systems - IT Cabling materials (e.g., copper cabling), as well as related hardware and related services (fabrication, installation, testing, warranty service) for cabling communications systems.

**3. Provide justification:**

The current contract set will expire March 31, 2010. No solicitation is proposed to replace the scope of AD020193. Instead, these services would fall under the solicitation requirements of Article 5 of the State Procurement Code, the procedures for which are currently being restructured. By extending this contract set another year, through March 31, 2011, cabling communications systems products and services will be contractually available to State and Co-op Partner users until the solicitation for job order contracting has been completed and new contract awards made. As this contract has been extended past the standard five-year maximum contract period, The contract will be modified to be a permissive use contract for both State of Arizona agencies and State Co-op Partners.

The AD020193 contract set has been extended past the standard 5-year maximum time period while the State considered whether these services should be considered a capital improvement, which would fall under Article 5 of the State Procurement Code, or repair services which could be solicited separately. Although the extension of the contract by another year is in the best interests of the State and its co-op partners, continuing the contract as a mandatory use contract for State Agencies is an undesirable determination from the perspective of IT cabling service providers who are not contractors under AD020193. To open opportunities for these providers to provide services to the State, while still retaining the protections of the available contract, the extended contracts will be changed to show permissive, rather than mandatory, use by State Agencies. The permissive use by Co-op Partners remains unchanged.

**Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.**

**Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.**

**Procurement Authority**

**APPROVAL**
___ **Request Authorized Pursuant to:** R2-7-E303
___ **Request Denied:**
___ **Request Returned for Additional Information:**
___ **See Comments:**

Note: Please include estimated spend under all of these contracts for the extension period.

**Approved by:**
Signature: _____ Title: D-SPA Date: 8/24/2010

**AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.**
cc: Agency File

JANICE K. BREWER
Governor

DAVID RABER
Interim Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**
STATE PROCUREMENT OFFICE
100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
http://www.azdoa/spo

# CONTRACT AMENDMENT
## AD020193 – Cabling Communications Systems

**Contractor Name:** **Corporate Technology Solutions**

**Contract Number:** **AD020193-014**

**Amendment Number:** 10

---

The above referenced contract is hereby amended as follows:

1. In accordance with the Uniform Terms and Conditions, and as specifically authorized under the Arizona Revised Statutes and through approved requisition #ADSM-7UPVPL, Competition Impracticable to Extend AD020193 – Cabling Communications System attached, this Contract is hereby extended from October 1, 2009 through March 31, 2010.

2. Attachments containing redundant information, or attachments unnecessary for the practical use of this contract, will be removed from the current version of the contract as shown in ProcureAZ.

All other terms and conditions shall remain unchanged.

This Amendment Approved and Agreed to by the signatures of the parties to the contract as shown:

Brian M Rhynas
**Signature**

**Brian Rhynas - President**
**Corporate Technology Solutions**

**Date Signed:** 9/23/09

M L McGovern
**Signature**

**Maureen L. McGovern**
**Senior Procurement Specialist**
**Arizona Department of Administration**
**State Procurement Office**

**Date Signed:** Sept 23, 2009

# SPIRIT: Competition Impracticable to extend AD020193 – Cabling Communications Syste

***Requisition #:ADSM-7UPVPL***

Complete (Non-SPIRIT)

Page loaded on 09/17/2009 at 12:48:28 PM.

## Document Information

| | | | | | |
|---|---|---|---|---|---|
| Requisition #: | ADSM-7UPVPL | Solicitation #: | TBD | Contract #: | TBD |
| Created By: | Maureen McGovern/ADSM-5KAM9N | | Date Created: | 08/07/2009 | |
| Gov't Entity: | Arizona State Procurement Office | | PO Assigned: | Maureen McGovern/ADSM-5KAM9N | |
| Process Status: | Requisition Approved, Externally Processed | | Status: | Complete (Non-SPIRIT) | |

## Ship To Address

| | | | | | |
|---|---|---|---|---|---|
| Address: | 100 North 15th Avenue<br>Suite 104 | | | | |
| City: | Phoenix | State: | AZ | Zip: | 85007 |
| County: | Maricopa | | | | |

## General Information

Type: Competition Impractical Total Est. Price: $1.00

Requested By Date: 08/15/2009

Background of Situation\Need

The current contract expires September 30, 2009. A solicitation for discrete services covered only under AD020193 is necessary. The required solicitation has not yet been structured and the process will require several months to complete.

Justification

The additional time will provide the procurement officer responsible for the new solicitation the necessary time to structure and complete the solicitation for those aspects of the current contract that are not available under other statewide contracts. Granting this extension will allow all contract customers to maintain uninterrupted service and allow for transition of services to the new contract(s). We propose to amend the contract to extend for an additional six (6) months past the current expiration date, through March 31, 2010.

Short Description

Competition Impracticable to extend AD020193 – Cabling Communications Syste

Full Description

Competition Impracticable to extend AD020193 – Cabling Communications Systems – with all current contractors for an additional six (6) month period from the current expiration date (from October 1, 2009 through March 31, 2010) to allow time for the successful completion of the new solicitation and transition to the new contractor or contractors awarded.

## Suggested Suppliers

| Supplier # | Supplier Name |
|---|---|

Comments:

## Line Items

| LI # | CC | CC Description | UOM | Qty | Est Unit Price | Ext Price |
|---|---|---|---|---|---|---|
| 1 | 9999-9125 | Maureen McGovern | Foot | 1 | $1.00 | $1.00 |

## Attachments

None

**Special Requisition Approval\Rejection**
**Procurement Officer Recommendation**
James Scarboro/ADSM-5KAM9N 08/21/2009

Maureen's approval would go here. (JS)

**Procurement Administrator (PA) Approval**
James Scarboro/ADSM-5KAM9N 08/21/2009

Based on Maureen's approval, I concur. (JS)

**Accounting Data**

| Index | PCA | AY | Comp Obj |
|---|---|---|---|

These pages are maintained by Arizona State Procurement Office.
SPIRIT Help Desk (602) 542-7600 or please send comments or questions to the Site Administrator
(c) 2003 State of Arizona Department of Administration, State Procurement Office

# Contract

***Solicitation # AD020193***

## Document Information

| | | | | | |
|---|---|---|---|---|---|
| Type: | Supplier | Amendment: | Yes | Amend #: | 9 |
| Requisition #: | | Solicitation #: | AD020193 | Contract #: | AD020193−014−A9 |
| PO Assigned: | Maureen McGovern/ADSM−5KAM9N | | Date Completed: | 03/19/2009 | |
| PM Assigned: | James Scarboro/ADSM−5KAM9N | | PA Assigned: | James Scarboro/ADSM−5KAM9N | |
| Supplier Name: | Corporate Technology Solutions | | Proposal #: | | |
| Gov't Entity: | Arizona State Procurement Office | | Type: | Statewide | |
| Process Status: | Complete | | Status: | Complete | |
| Total/Not to Exceed Cost: | 0 | | External Contract: | | |

## Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

| | | | |
|---|---|---|---|
| Start Date: | 4/1/09 | End Date: | 9/30/09 |
| Term: | 6 Month(s) | FOB: | Destination |
| Payment Terms: | Net 30 | Delivery: | as specifiedA.R.O. Days |
| Contract Extension Allowed | | Max Extension: | 3 Year(s) |

## Amendment Information

AMENDMENT #9:
In accordance with the Uniform Terms and Conditions (Section 5. Contract changes; subsection A. Amendments) and as specifically authorized under the Arizona Revised Statutes § 41−2537, and referenced in the attached requisition entitled, ADSM−7Q2KU8−CI−AD020193.pdf , this Contract is hereby extended from April 1, 2009 through September 30, 2009. All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT #8:

In accordance with Contract Uniform Terms &Conditions, the contract is hereby amended to include the following:

Administrative Fee

Upon written notice from the Procurement Officer, the Contractor shall begin assessing administrative fees in the amount of one percent (1%) of all sales occurring under the contract, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL: http://azdoa.gov/spo/agency−resources/az−purchasing−coop/arizona−purchasing−cooperative. At its option, the State may expand the applicability of this fee. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under the contract. All administrative fees shall be remitted to the State Procurement Office, at 100 N. 15th Avenue, Suite 104 Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor s failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT NO. 7:

This Contract is hereby amended as follows:

7.A. EXTEND the Contract from December 31, 2008, through March 31, 2009, in accordance with the Uniform Terms and Conditions (Section 5. Contract changes; subsection A. Amendments) and as specifically authorized under the Arizona Revised

Statutes § 41−2537, and referenced in the attached requisition entitled "Requisition_No_ADSM−7LRQ4C.pdf."

7.B. ADD "Compliance Requirements for A.R.S. § 41−4401, Government Procurement; E−Verify Requirement"

7.B.1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23−214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e−verify program.)

7.B.2. A breach of a warranty 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.

7.B.3. Failure to comply with a State audit process to randomly verify the employment records of contractors 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.

7.B.4. The State 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 under paragraph 7.B.1 (above).

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT NO. 6:
In accordance with the Uniform Terms and Conditions (Section 5. Contract changes; subsection A. Amendments) and as specifically authorized under the Arizona Revised Statutes § 41−2537, and referenced in the attached requisition entitled Req_No_ADSM−7JYKKZ_100608.pdf, this Contract is hereby extended from October 31, 2008, through December 31, 2008.
All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT NO. 5:
In accordance with the Uniform Terms and Conditions (Section 5. Contract changes; subsection A. Amendments) and as specifically authorized under the Arizona Revised Statutes § 41−2537, and referenced in the attached requisition entitled Requisition No. ADSM−7EPNH5.pdf, this Contract is hereby extended from July 31, 2008, through October 31, 2008.
All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT NO. 4:
In accordance with the Uniform Terms and Conditions (Section 5. Contract changes; subsection A. Amendments) and as specifically authorized under the Arizona Revised Statutes § 41−2537, and referenced in the attached requisition entitled Requisition No. ADSM−7CG724.pdf, this Contract is hereby extended from April 1, 2008, through July 31, 2008.
All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

AMENDMENT NO. 3
In accordance with the Special Terms and Conditions, Contract Extensions, the contract is hereby extended through March 31, 2008.
All other terms and conditions remain unchanged.

AMENDMENT NO. 2
In accordance with the Special Terms and Conditions, Contract Extensions (Months), the contract is hereby extended through March 31, 2007.
All other terms and conditions remain unchanged.

AMENDMENT NO. 1
In accordance with the Special Terms and Conditions, Contract Extensions (Months), the contract is hereby extended through March 31, 2006.
All other terms and conditions remain unchanged.

Contract Reassignment
N/A
Contractor Amendment Approval
Contract Amendment approved by Brian Rhynas/000000093 (3/19/09 6:17:34)

## Solicitation Information

Title: Cabling Communication Systems Type:
Description:
Cabling Communication Systems

# Contract

***Solicitation # AD020193***

## Line Items

| LI # | CM Code #<br>CM Code Item # | Commodity Code Description<br>Commodity Code Item Description | Manufacturer | Pricing | Qty | % | Unit Price | Ext Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 0287–0096<br>0287–0096–0001 | Wire and Cable, Electronic: Audio, Coaxial, Hook–Up, Lead–In, etc.<br>Cabling/Computer Wiring/Misc. | | FP | 1 | | $0.00 | $0.00 |

# Contract Summary

CONTRACT NO.: AD020193 - 014

VENDOR: Corporate Technology Solutions



**State Procurement Office**
100 N. 15th Ave
Suite 104
Phoenix, AZ 85007-3223

**CONTRACT NUMBER:** AD020193 - 014

**CONTRACT TITLE:** Cabling Communication Systems

**CONTRACT TYPE:** Statewide Contract

**CONTRACT PERIOD:** April 01, 2003 **THRU:** March 31, 2004

**CONTRACTOR:** Corporate Technology Solutions

**CONTACT NAME :** Brian Rhynas

**ADDRESS:** 1971 E. 5th Street
Suite 111
Tempe, AZ 85281

**TELEPHONE:** 480 377-0225

**FAX NUMBER:** 480 377-0228

**CONTRACTING AUTHORITY:** State Procurement Office

**CONTACT NAME:** Connie Gerdes

**TELEPHONE:** 602 542-9138

**F.O.B. TERMS:** FOB Delivered

**DELIVERY:**

**PAYMENT TERMS:**

1. **Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.

C. "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. *"Contractor"* means any person who has a Contract with the State.

E. *"Days"* means calendar days unless otherwise specified.

F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. *"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.

H. *"Offer"* means bid, proposal or quotation.

I. *"Offeror"* means a vendor who responds to any type of Solicitation.

J. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

K. *"Solicitation"* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).

L. *"Solicitation Amendment"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

M. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

N. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. **Contract Interpretation**

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 State and as they may be amended, the following shall prevail in the order set forth below:

1. Special Terms and Conditions;
2. Uniform Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation.

D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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 Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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 A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. **Costs and Payments**

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

C. Applicable Taxes.

1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. 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 for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

5. **Contract changes**

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee 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.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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 Procurement Officer. The State 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. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright**.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
   a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
   b) 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
   c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. **Warranties**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

1. 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 addition, 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.
2. 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 State 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 State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State 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.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **State's Contractual Remedies**

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

B. Stop Work Order.

1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public

procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. 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.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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. **Comments Welcome**. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to the State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

**Eligible Agencies (Statewide)**
Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

**Contract Type (Term)**
Fixed price term indefinite quantity.

**Term of Contract (2 Year)**
The term of any resultant contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

**Contract Extension (Months)**
By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 36 months.

**Delivery**
Delivery time shall be discussed and agreed upon between the ordering agency and the contractor. The number of days required for delivery shall be stated on the contract release order/purchase order.

**Pricing, Delivered and Installed**
Pricing furnished on the price sheets shall be F.O.B. Destination prices - Delivered and Installed in accordance with the Specifications.

**Taxes**
Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

**Warranty (Period of Time)**
All equipment, supplies, and services supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the State.

**System Performance Warranty.** Contractor shall warrant to Owner that CCS shall perform in a manner consistent with this specification.

**Defective Products.** All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repackaging, the vendor shall pay reshipping or other like expenses. All replacement products must be received by the state within 15 days of initial notification.

**Return Policy (For reasons other than Fault or Error of the Contractor).** In the event ordered and delivered items are returned to the contractor due solely to a management decision by the ordering agency and not due to any fault or error by the contractor, the contractor shall be entitled to payment for restocking at 10% of the invoiced cost of the returned items plus the cost of transportation from the contractor to the ordering agency. The transportation charges shall not exceed the least expensive rate by common carrier for the category and weight of the items returned. In addition, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the contractor shall be paid by the ordering agency. Items returned under this provision must be shipped back to the contractor by the ordering agency not later than 30 calendar days after initial receipt of the items from the contractor and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment

**Materials and Workmanship Warranties.** Contractor shall warrant to Owner that all materials and work furnished under this contract shall be new, of the latest design, of good quality, free of defects, and in conformance with the Contract Documents (including EIA/TIA Category Certifications for cables and termination components). All materials and work not in conformance with the Contract Documents and EIA/TIA Category Certifications for cables and termination components shall be replaced free-of-charge to Owner during the base-offer warranty period.

**Base-Offer Warranty Period.** The base-offer warranty period for the building wiring system shall be fifteen (15) years, which shall start on the "date of Substantial Completion."

**Extended Warranty Period.** Contractor shall include in its Offer an option for extending warranty for five (5) additional years, quoted in one (1) year increments.

**Estimated Quantities (Considerable)**
The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

**Price Adjustment (Annual)**
The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

**Licenses**
Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

**Safety Standards**
All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

**Contract Additions**
Items required for upgrading products and services per new EIA/TIA based standards on contract shall be purchased at the prices (equal to or less than) provided in response to this solicitation during the term of the contract and any extensions which may be implemented jointly by the State and the contractor.

**Usage Reports**

The Contractor shall furnish the State quarterly and annual usage reports on all activity under the Contract. The reports shall disclose each transaction – unit and aggregate - by each purchasing entity, including contract and actual pricing.

Reports shall be due 30 days after the end of each reporting period. Detailed report columns and layouts shall be provided to the Contractor within 30 days of Contract commencement. All reports must be submitted on 3 1/2-inch diskette or CD-Rom in both MS Excel and MS Access formats.

From time to time, the State shall have the right, in its sole discretion, to request additional reports, changes to reports, additional persons or entities to who reports should be distributed, etc. The Contractor shall comply with all such reasonable requests.

**Insurance**
A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or

companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of $1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of $2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations);
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of $1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): $500,000.00 each accident;
$500,000.00 each employee/disease;
$1,000,000.00 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

**Performance Bond**
The contractor may be required to furnish an irrevocable security payable to the State of Arizona, binding the contractor to provide faithful performance of the contract. This performance bond will be at the discretion of the project manager requesting and overseeing the task order once awarded and shall be effective for the duration of the specific task that was quoted.

The security shall be a pass thru charge and must be quoted seperately with each task quote to offer the project manager an option to accept or decline. The quoted price of the security may be used to evaluate the cost of the entire quote.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

As a part of this solicitation, the contractor shall submit with the proposal an assurance that the contractor will be able to provide a $300,000 bond upon request. Failure to provide this notarized assurance from a bonding agent may cause your proposal to be considered non responsive

**Technology**

All equipment, materials, parts, software, and other components covered by this Contract shall be new (rather than used), business (rather than consumer) class products, in current and on-going production, formally announced for general marketing purposes, functioning in a user (pay customer) environment and capable of meeting or exceeding the requirements and specifications set forth in this Solicitation. This Contract is for equipment and software on which the original manufacturer's serial number has not been altered. The State has the right to reject equipment, materials, parts, software and other components that does not meet the forgoing requirements.

**IT Architecture and Standards**

The Government Information Technology Agency (GITA) of the State of Arizona is responsible by law for coordination of a statewide plan for information technology (IT) and development of IT policies, standards and procedures for state agencies. To support IT plan development and to facilitate continuous change toward standardized business processes and common, interoperable IT environments, the State is developing an Enterprise Architecture (EA). Political subdivisions may follow some or all of the architecture or the standards, at their discretion. The EA and the standards can be accessed through GITA's web page at http://www.gita.state.az.us/.

As requested by the customer the Contractor may identify on all quotations whether the technology offered is considered by the EA or standards of the State to be obsolete/transitional or emerging technology (rather than target technology). The Enterprise Architecture and IT standards (developed under GITA's policies, standards and procedures program (PSP)) are updated periodically to reflect changes in technology and in the needs of the State. Contractor must remain current on its knowledge of the EA and IT standards so that it may accurately classify such technology in its quotations when requested. Subject to any other limitations set forth in this agreement, the Contractor does not have to receive permission to sell technology considered obsolete/transitional or emerging to a state customer but the Contractor should educate its state customers regarding the differences between such technology and the target technology encouraged by the State.

**Guarantee**

Contractor shall guarantee all material furnished by Contractor, subcontractors, and material suppliers, all quality-of-work under this contract, and the proper operation, function, etc., of all sub-systems and equipment for a period of one year from Date of GUARANTEE INITIATION for work under this contract. Any defects developing within this period shall be made good at Contractor's own expense. Guarantee period shall be initiated on date of Final Contract Payment. Guarantee/Warranty providers shall assume that any warranty work will be done:

(1) During irregular hours and shall be performed at no additional expense to Owner because of irregular working hours.

(2) With short notification period of problem occurrence and all necessary replacement parts and equipment shall be shipped to the site in the most expeditious manner at no additional expense to Owner.

**Manufacturer Warranties**

Where warranties or guarantees of longer term are specifically called for or are freely extended by a manufacturer, they shall be provided by Contractor. Terms of the extended portion (time period in excess of the one year warranty period) shall be as provided by the manufacturer.

**15 Year Category-5e/6 Cable Plant Guarantee**

Contractor shall perform its Category-5e/6 work included in the base-offer in such a fashion that it adheres to all the necessary requirements to enable it to issue the Owner a 15-Year Guarantee for the Category-5e/6 Cable Plant.

All warranties and/or guarantees shall be certified in writing.

Unless otherwise specified, certification shall be executed on Contractor's letterhead in the following form of guarantee:

**1-YEAR GUARANTEE**

We hereby guarantee that the Category-5e/6 Cable Plant, which we have installed at the OWNER'S FACILITY has been done in accordance with these specifications, and that the work as installed will fulfill the requirements of those specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its quality-of-work or materials within a period of one year from the date of Final Payment for the work by the Owner, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with these conditions within 60 days after being notified in writing by the Owner, we do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and we will honor and pay the costs and charges for it upon demand.

Signed_____Date_____
Contractor

Countersigned_____Date_____
Contractor, Company Officer

**15-YEAR GUARANTEE**

We hereby guarantee that the Category-5e/6 Cable Plant, which we have installed at the OWNER'S FACILITY has been done in accordance with all associated manufacturers' requirements such that a valid 15 year Category-5e/6 Cable Plant Guarantee has been issued by all the associated manufacturers' and that such guarantee is in full force as of this date.

Signed_____Date_____
Contractor

Countersigned_____Date_____
Contractor, Company Officer

# SECTION 1
# FIBER AND COPPER
# COMMUNICATIONS CABLING ELEMENTS

1.1 **CCS PRODUCTS GENERAL**

1.1.1 All products shall meet all Standards, Code, and Regulation requirements set forth in this specification. All products shall comply with the labeling requirements of EIA/TIA 606 and UL 969.

1.2 **RACEWAYS**

1.2.1 All raceways and sleeves, except as noted herein, shall be provided by Electrical Contractor per ANSI/IEEE 70 (National Electrical Code) as shown on the project Drawings. Contractor shall coordinate with Electrical Contractor. The following Table shall be utilized by the Buying Agency to define the raceway counts for each specific Purchase Order ("**See Price Sheet Quantities**" should be replaced with the specific quantities as required for each Purchase Order).

**TABLE 1-1, RACEWAYS**

| Raceway Location | Raceway Description | Primary Use (Cable Type) | Qty | Provided by This Vendor |
|---|---|---|---|---|
| Building-to-Building | | | | |
| | 4" EMT | Voice, Copper | See Price Sheet | No |
| | 4" EMT | Data, Copper | See Price Sheet | No |
| | 4" EMT | Data, Fiber | See Price Sheet | No |
| | 4" EMT | Video (Coax) | See Price Sheet | No |
| Lateral-Tie Cables (within a building) | | | | |
| | Cable Tray and J-Hooks | Voice, copper | See Price Sheet | Yes |
| | Cable Tray and J-Hooks | Data, copper | See Price Sheet | Yes |
| | Cable Tray and J-Hooks | Data, fiber | See Price Sheet | Yes |
| | Cable Tray and J-Hooks | Video, (Coax) | See Price Sheet | Yes |
| Riser Cables | | | | |
| | 4" EMT Sleeves | Voice, copper | See Price Sheet | Yes |
| | 4" EMT Sleeves | Data, copper | See Price Sheet | Yes |
| | 4" EMT Sleeves | Data, fiber | See Price Sheet | Yes |
| | 4" EMT Sleeves | Video, (Coax) | See Price Sheet | Yes |
| Station Cables | | | | |
| | J-Hooks + Mud Rings | Gyp. Board Walls | See Price Sheet | Yes |
| | J-Hooks + Modular Raceways | Modular Walls | See Price Sheet | Yes |
| Wiring Closet Wall Sleeves/Tray | | | | |
| | 1-Hour rated assembly | Fire-Rated Walls | See Price Sheet | Yes |
| | Non-Rated 4" EMT Sleeves | Non-Fire-Rated Walls | See Price Sheet | Yes |

1.3 **CABLING**

1.3.1 **Cables.** All copper cables shall be per Copper Cable Specifications (as applicable), and the Project Drawings. All voice and data station cable shall bear the UL certification for its respective EIA/TIA Category. All station connectivities shall be provided in separate cables for each type of connectivity required. The following Table shall be utilized by the Buying Agency to define the cabling counts for each specific Purchase Order ("TBD's" should be replaced with the specific quantities as required for each Purchase Order).

**TABLE 1-2, CABLES**

| Cable Location | Primary Use (Cable Type) | Cable Pair Count | QTY of Cables | Provided by This Vendor |
|---|---|---|---|---|
| Building-to-Building | | | | |
| | Voice, Copper | See Price Sheet | See Price Sheet | Yes |
| | Data, Copper | See Price Sheet | See Price Sheet | Yes |
| | Data, F ber | See Price Sheet | See Price Sheet | Yes |
| | Video (Coax) | See Price Sheet | See Price Sheet | Yes |
| Lateral-Tie Cables, Plenum Rated (within building) | | | | |
| | Voice, copper | MDF to each IDF on same floor | See Price Sheet | Yes |
| | Data, copper | MDF to each IDF on same floor | See Price Sheet | Yes |
| | Data, f ber | MDF to each IDF on same floor | See Price Sheet | Yes |
| | Video, (Coax) | A/R | See Price Sheet | Yes |
| Riser Cables, Riser Rated | | | | |
| | Voice, copper | MDF to each IDF on different floor | See Price Sheet | Yes |
| | Data, copper | MDF to each IDF on different floor | See Price Sheet | Yes |
| | Data, f ber | MDF to each IDF on different floor | See Price Sheet | Yes |
| | Video, (Coax) | 1-coax, MDF to each IDF on different floor | See Price Sheet | Yes |
| Station Cables, Plenum Rated | | | | |
| | 3-data or voice | 3-Category 6 workstation station cables per station drop | See Price Sheet | A/R |
| | 3-data or voice | 3-Category 5e workstation cables per station drop | See Price Sheet | A/R |
| | Data, f ber | 2-50/125 Multimode strands per cable | See Price Sheet | No |
| | Video, (Coax) | 1-coax, IDF to each room with Type “F” termination in UWO | See Price Sheet | A/R |
| Cross-Connect Wires | | | | |
| | Voice, MPOP | 100 % | See Price Sheet | A/R |
| | Voice, MDF/IDF | 100 % | See Price Sheet | A/R |
| | Data | None (Use patch cords) | N/A | No |
| | Video (Coax) | N/A | N/A | No |
| Patch Cords | | | | |
| | Voice, Station | 1 per active port | N/A | No |
| | Voice, MDF/IDF, copper | 1 per active port | N/A | No |
| | Data, MDF/IDF, copper | 1 per active port | See Price Sheet | A/R |
| | Data, Station, copper | 1 per active port | See Price Sheet | A/R |
| | Data, F ber | 2 per each MDF and IDF | See Price Sheet | A/R |
| | Video (Coax) | N/A | N/A | No |

1.4 **VOICE TERMINATION HARDWARE**

1.4.1 **General Termination Requirements**

- Complete 110 punch-down assemblies, include designation strip kit (AT&T 110). Colors (GREEN, BLUE) shall be per this specification section.
- Include wire management means (D-rings, brackets, etc.), vertical and horizontal
- Comply with all labeling requirements of EIA/TIA 606 and UL 969.

1.4.2 **Voice Building-to-Building/Lateral/Riser Cable Termination Hardware**. Voice building-to-building cables, lateral cables, and riser cables (24 AWG) shall be terminated with horizontal and vertical wire management at the:

- **TELCO Demarc/MPOP, MDF, and IDFs** via:

  a) 110 (100 pair or 300 pair) punch-down blocks
  b) 110 connecting blocks, horizontal and vertical wire management brackets
  c) With cross-connect capabilities, **fully cross-connected**

d) **Quantity.** Quantity of Voice Building-to-Building/Lateral/Riser Cable Termination Hardware shall be as required to fully cross connect all related cables per **specifications**.
e) **Telco Demarc.** Mount all voice termination hardware on grounded, wall-mounted blocks.
f) **MPOP.** Mount all voice termination hardware on grounded, wall-mounted stand-offs by same mfgr as punch-down blocks.
g) **MDF.** Mount all voice termination hardware on grounded, wall-mounted stand-offs by same mfgr as punch-down blocks.
h) **IDF.** Mount all voice termination hardware on grounded, wall-mounted stand-offs by same mfgr as punch-down blocks.

1.4.3 **Voice Station Cable Termination Hardware.** Voice station cables (Category 5e or 6) shall be terminated as follows:

- **MDF/IDF** via:

a) 110 (100 pair or 300 pair) punch-down blocks
b) 110 connecting block assemblies
c) With cross-connect capabilities, fully cross-connected
d) **Quantity.** Quantity of MDF/IDF termination hardware shall be sufficient to fully populate their respective served areas at 100 square feet per station.

- **Stations** via the selected EIA/TIA Category (5e or 6) compliant:

a) RJ45 jacks w/ 110 punch-down blocks
b) Each 4-pr voice station cable shall be terminated into **one RJ45 jack**
c) **Quantity.** Quantity of station cable termination hardware shall be per plus spares requirement.

1.5 **DATA TERMINATION HARDWARE**

1.5.1 **General Termination Hardware Requirements.** All data terminations shall adhere to the following:

- Characteristics:
  (a) Equal to or exceed functional requirements of (fully compliant with) EIA/TIA **Category-5e**/**6**, as tested/certified by UL
  (b) Equal to or exceed requirements of EIA/TIA-**TSB-36**/**40**/**67**: UTP Connecting Hardware Specification, Category-5e/6.
- Compliance to all **labeling** requirements of EIA/TIA **606** and UL **969**.
- All MDF/IDF terminations shall include:
  (a) Designation strip kit (AT&T, or equivalent). Colors shall be coordinated with the station color codes
  (b) Wire management means (D-rings, brackets, etc.), vertical and horizontal.

1.5.2 **Copper Data Building-to-Building, Riser, and Tie Cable Termination Hardware.** Data building-to-building, lateral, and riser cables (24 AWG) shall be terminated at the:

- Data MDF/IDF via **Category-5e**/**6 patch panels** with 110 punch-down blocks
- Pin-Outs:
  (a) 4 pairs shall be pinned-out to each RJ45 connector in the MDF/IDF Category-5e/6 patch panels
  (b) Conductor pin-outs shall be per **Section 3**
  (c) Pairs shall be consecutively labeled at each end (MDF and IDF).

1.5.3 **Copper Data Station Cable MDF/IDF Termination Hardware.** Copper data station cables (4-pr, 24-AWG, UTP) shall be terminated on racks in the MDF/IDFs as follows:

- DATA MDF/IDF on **Category-5e**/**6 patch panels** with 110 punch-down blocks
- Quantity of MDF/IDF station cable termination hardware shall be sufficient to fully populate their respective floors/areas at **100 square feet per station**.
- Copper Data Station Cable patch panels shall be separate (but physically adjacent to) all associated Building-to-Building, and Riser patch panels.

1.5.4 **Copper Data Station Cable Station-end Termination Hardware**. Copper data station cables shall terminate via RJ45 sockets per **specifications.**

1.6 **UNIVERSAL WORKSTATION OUTLET**

1.6.1 **General.** All station connectivities shall terminate at the station in one (1) universal workstation outlet (**UWO**). UWO color shall match adjacent electrical receptacle cover (or provide color as specified by the owner's Representative). Provide and install blank plastic faceplates (single/double-gang, matching voice/electrical faceplate color) at all station outlets (e.g., mud-rings or J-boxes) not used for data/voice connectivity. All data/voice outlets shall be located per ADA standards. Contractor shall coordinate all ADA issues with site construction manager.

1.6.2 **UWO Physical Configurations.** UWO's shall be configured for wall mount, modular furniture mount, or floor mount, as follows:

- Wall mount UWO:
  - (a) Single-gang
  - (b) Flush mount.
- Modular furniture mount UWO:
  - (a) Surface mount (provide with back-box)
  - (b) Front access
  - (c) Provide with mounting bracket for specific modular furniture.
- Floor mount UWO:
  - (a) Single-gang or double-gang
  - (b) Flush mount.

1.6.3 **UWO Functional Characteristics.** UWO's shall have the following functional characteristics:

| | | |
|---|---|---|
| 2.6.3.1 | Qty of separate connectivity positions: | 6 |
| 2.6.3.2 | Available (interchangeable) sockets: | RJ-45, ST, SC, F |
| 2.6.3.3 | Copper punch-down block type: | AT&T 110, C4, color coded |
| 2.6.3.4 | Connectivity color coding: | Yes, front-side, per **Section 3** |
| 2.6.3.5 | Connectivity-markings: | Yes, front-side, permanent, legible, typed |
| 2.6.3.6 | Pin-Out physical configuration: | 2 – wide by 3 – high matrix |

1.6.4 **UWO Manufacturers.** The following manufacturers are examples of desired UWO requirements:

| | | |
|---|---|---|
| 2.6.4.1 | Wall (single-gang flush) mount UWO: | Ortronics, AVAYA, AMP or equal |
| 2.6.4.2 | Modular furniture (surface mount) UWO: | Ortronics, AVAYA, AMP or equal |

1.7 **PROTECTORS**

1.7.1 **Outside Plant Copper Cabling Primary Surge Protectors.** Primary surge protectors shall be provided and installed at each termination (end) of all outside plant copper cabling. These protectors shall meet or exceed the requirements of ANSI/NFPA 70, EIA/TIA 571, and UL 497/497A. Primary surge protector maximum let-through voltage shall be less than the maximum allowed for Owner's voice switch and data equipment.

1.7.2 **Quantity.** Quantity of protectors shall be as required to protect each pair of all TELCO/Building-to-Building cable, at each building entry point.

1.7.3 **Protector Terminal Block.** Protector terminal block shall be AVAYA 188B1-100 or equivalent.

1.7.4 **Plug-In Protectors.** Plug-in protectors shall be AVAYA 3C1S, or equivalent.

1.8 **CABLE TIES**

1.8.1 **General.** Riser / Plenum rated cable ties shall be used throughout the Work.

- Velcro ® style cable ties shall be used for all MDF/IDF horizontal cable bundling
  - **Manufacturer.** Panduit, 3M or equivalent.

1.9 **"D" RINGS**

1.9.1 **General.** "D" rings shall be **metal**, sized for application with 80% fill max.

- **Manufacturer.** AVAYA 13"X" series (2', 4', 6') or equivalent.

1.10 **CABLE BONDING SHIELD**

- **General.** Cable bonding shields shall be capable of attaching copper cables to local grounding means, as required by ANSI/IEEE 70 (National Electrical Code).
  - **Manufacturers.** 3M Scotchlock series 4460, or equivalent.

- **Usage.** Properly sized cable bonding shields shall be provided and installed at all termination points for all copper:
  a) Building-to-building cables
  b) Lateral cables
  c) Riser cables.

1.11 **CABLE LADDERS**

1.11.1 **General.** All Cable ladders shall be 8”/12”/18" wide by 1.5" high tubular steel, painted, with cross members on 10" centers (Maximum). Only factory supplied hardware shall be used.

1.11.2 **MDF/IDF Cable Ladders.** Overhead cable ladders shall be supplied and installed in each MDF/IDF as follows. These ladders shall be installed as a continuous, bonded, grounded plane:

- Between the plywood backboards and all associated equipment racks
- Parallel to, in front of, and above the plywood backboard
- Parallel to, in front of, and above the equipment racks.

1.11.3 **Arrangement.** All ladders shall be arranged to provide:

- Continuous cable support from the rack/cabinet mounted equipment to the backboard
- 6" vertical cable-restraining posts at each internal corner of the ladder-system.

1.11.4 **Configuration.** All ladders shall be bonded at each section and grounded at both ends. Portion of ladder nearest the plywood backboard shall be grounded (bonded) to the backboard. All ladders shall be grounded per NEC requirements for electrical equipment housings.

1.12 **EQUIPMENT RACKS/CABINETS**

1.12.1 **MDF Racks.** EIA 19" wide, 7' tall, racks shall be supplied and installed in each MDF by Contractor. Since the exact configuration of each MDF will vary, racks shall be installed per Owner reviewed shop drawings that are specific to each MDF. Each rack shall be grounded per NEC requirements for electrical equipment housings. All racks shall be physically secured via anchoring to the sub-flooring.

1.12.2 **IDF Racks.** 19" wide, 7' tall equipment racks shall be provided and installed per Owner reviewed shop drawings that are specific to each MDF.

1.12.3 **IDF Cabinets**. When space limitations require that a wall mounted cabinet be used rather than racks, provide and install one (1) each equipment cabinet per IDF, according to Owner reviewed shop drawings.

1.12.4 **Rack Construction.** MDF/IDF racks shall be fabricated from clear finished, 6061 aluminum alloy, with EIA/TIA standard 19" drilled and tapped hole pattern, self-supporting.

1.12.5 **Interior Cabinet Construction.** MDF/IDF cabinets shall be a sectional, wall mount type, constructed to NEMA 1 standards with baked enamel finish and lockable door. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as required for the application, with a minimum of 30." Construction shall allow for venting of heat generated by internal electronic equipment, knock-outs top and bottom, and a "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key. Cabinets shall be CPI model 11685-219 w/ fan or equivalent.

1.12.6 **Exterior Cabinet Construction.** OSP cabinets shall be pedestal type, constructed to NEMA 3R standards with baked enamel finish and lockable door. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as required for the application, with a minimum of 30." Construction shall allow for venting of heat generated by internal electronic equipment and a "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key. Cabinets shall be CPI or equivalent, w/ fan.

1.13 **EQUIPMENT SHELVES**

1.13.1 **MDF/IDF Equipment Shelves.** Unit pricing shall be provided for equipment shelves installed.

1.13.2 **Shelve Construction.** MDF/IDF shelves shall be constructed from 0.090" thick aluminum (minimum) with 15" by 19" minimum usable surface, and be capable of 50 pound loading. Shelves shall be CPI part # 40074-100 or equivalent.

1.14 **PATCH CORDS**

1.14.1 **General**

- **Compliance.** Compliance to all labeling requirements of EIA/TIA 606 and UL 969.
- **Certifications.** Tested and certified to EIA/TIA Category-5e/6 requirements.
- **Quantities.** Patch cord quantities shall be as required by Owner's Representative. Unit pricing shall be provided for patch cords delivered to job-site.

1.14.2 **Requirements**

- Length: Length of patch cords shall be:
  - (a) Sufficiently long to provide proper connectivity
  - (b) Uniform for each type of application
  - (c) Actual lengths shall be jointly determined by Owner and Contractor
- Color Coded:
  - (a) Each application shall have a different color patch cord
  - (b) Color selection shall be jointly determined by Owner and Contractor
- Labeled:
  - (a) Each patch cord shall be labeled at each end (within 3" of connector)
  - (b) Labels shall be unique, consecutive 3-digit numbers
  - (c) Label construction shall be as specified here in
- Functional Characteristics:
  - (a) Equal to or exceed functional requirements of specific protocol(s) intended for use
  - (b) Equal to or exceed requirements of **specification**
- Factory made-up, tested, and certified for EIA/TIA Category-5e/6.

1.14.3 **Voice Patch Cords, Station and IDF.** Patch cord quantities shall be as required by Owner's Representative. All voice IDF/Telco room punch-down blocks shall be fully cross-connected via cross-connect wire per **specification**.

1.14.4 **Data Patch Cords, Station. Contractor shall confirm pin-out requirements for each connectivity prior to fabrication of patch cords.** The following station data patch cords shall be available from the Contractor:

| Connectivity | Connector #1 | Connector #2 | Length (Ft) |
|---|---|---|---|
| 10T/100T/Gigabit-Ethernet | RJ 45 | RJ 45 | 25 (Max.) |

1.14.5 **Data Patch Cords, IDF/MDF.** Pin-outs for all IDF patch cords shall be "**straight-through**." The following IDF/MDF data patch cords shall be available from the Contractor:

| Connectivity | Connector #1 | Connector #2 | Length (Ft) |
|---|---|---|---|
| 10T/100T/Gigabit-Ethernet | RJ 45 | RJ 45 | 25 (Max.) |

1.15 **TWISTED PAIR COPPER FLAG MARKER**

1.15.1 **General**. Contractor shall provide flag markers to identify all binder groups within indoor entrance splices.

1.15.2 **Manufacturers.** Acceptable manufacturers are:

- Panduit, Pan Ty #PLF1M-C
- Or functional equivalent.

1.16 **Fiberoptic Fan-Out Kits**

1.16.1 **General.** Contractor shall provide fiberoptic cabling fan-out kits at all riser f ber cable terminations.

1.16.2 **Manufacturers**. Acceptable manufacturers are:

- Siecor fan-out kits
- Or functional equivalent.

1.17 **VERTICAL WIRE MANAGEMENT**

1.17.1 **General.** Contractor shall provide vertical wire management each side of all racks.

1.17.2 **Manufacturers.** Acceptable manufacturers are:

- Ortronics, Panduit,
- Or functional equivalent.

1.18 **HORIZONTAL WIRE MANAGEMENT**

1.18.1 **General.** Contractor shall provide horizontal wire management at 48-port intervals on all racks with patch panels.

1.18.2 **Manufacturers.** Acceptable manufacturers are:

- Ortronics part # OR-60400057, Panduit
- Or functional equivalent.

1.16 **ELECTRICAL POWER TERMINAL STRIPS**

1.16.1 **General.** All terminal strips shall be UL listed (1449), with TVSS, thermal overload means, on/off switch, and twelve (12) each (NEMA 5-15 R1) power sockets. All terminal strips shall be firmly attached to their intended mounting surface, and ground referenced to the same grounding point as the associated signal ground reference. TVSS max let-through voltage rating shall be **400 V** per UL 1449.

1.16.2 **Quantity of Power Terminal Strips**:

- MDF 1 ea. Power Strip per rack, mounted at bottom of each rack
- IDF 1 ea. Power Strip per rack, mounted at bottom of each rack or cabinet
- Stations Unit Pricing Only.

1.16.3 **Power Cord Length.** Power cord(s) shall be sufficiently long to safely reach available power socket and be tie-wrap attached to the rack, cable tray, and backboard, 10-foot minimum.

1.17 **CONDUIT BUSHINGS**

1.17.1 **General.** All conduit and sleeve insulating end bushings shall be UL approved.

1.17.2 **Quantity.** Contractor is respons ble for inspecting all conduits and sleeves prior to cable pulling and fitting insulating end bushings on all conduits and sleeve ends that are not so equipped.

1.18 **CABLE LABELS.**

1.18.1 **General.** Permanent, leg ble, cable labels shall be provided and installed at the CCS cabling points identified within this specification, including each-end of all riser, lateral, station, and patch cables. All cable labels shall comply with the labeling requirements of EIA/TIA 606 and UL 969.

1.18.2 **Types.** Acceptable cable label types are:

- Shrink wrap
- Pre-Approved equivalents.

1.18.3 **Manufacturers.** Acceptable cable label manufacturers are:

- Brady
- 3M.

1.19 **FIBEROPTIC CABLING:**

1.19.1 **General.** All fiberoptic cabling shall be per Specification **Section 6**, for the specific use required.

1.19.2 **Quantity.** Fiberoptic cabling quantities and lengths shall be as required by Owner's Representative.

1.20 **FIBEROPTIC CABLING TERMINATION HARDWARE**

1.20.1 **Fiberoptic connectors:** Connectors shall be **SC/ST/FC/MIC** type with the following characteristics:

- **Loss.** Mated pair loss (without rotational optimization) shall not exceed:
  - (a) 1.5 dB maximum for multimode cable at 850 nm.
  - (b) 1.5 dB maximum for multimode cable at 1300 nm.
  - (c) 0.5 dB maximum for single mode cable at 850 nm.
  - (d) 0.5 dB maximum for single mode cable at 1300 nm.

- **Pull Strength.** Pull strength between connectors and attached fiber shall be 50 lbs minimum.

1.20.2 **Types.** Acceptable types are:

- Fused pig-tails w/ factory installed connectors
- Mechanical
- Pre-Approved equivalents.

1.20.3 **Manufacturers.** Acceptable manufacturers are:

- AVAYA, AMP
- Siecor
- or equivalent.

1.21 **FIBEROPTIC PATCH PANELS**

1.21.1 **General.** All fiberoptic cables entering each termination room (e.g., MDF, IDFs), shall terminate on fiberoptic patch panels. Fiber optic patch panels and associated hardware shall:

- Provide an integrated connector panel
- Provide a splice shelf for storage of 20 feet of fiber
- Accept all major connector types (ST, SC, FC and MIC)
- Provide a splice cradle that will accept fusion or mechanical splices
- Allow top and bottom cable entry
- Mount on an industry standard EIA 19" rack or wall
- Provide power and signal grounding capability per the NEC
- Be suitable for terminating, interconnecting, splicing and testing

1.21.2 **Types.** Acceptable types are:

- Painted, aluminum
- Pre-Approved equivalents.

1.21.3 **Manufacturers.** Acceptable manufacturers are:

- Connector panel housings
- Siecor CPH-072, or equivalent

- Multimode connector panels
- Siecor FDC-CP1P-57, or equivalent

- Single mode connector panels
- Siecor FDC-CP1P-59, or equivalent

1.22 **FIBEROPTIC PATCH CORDS**

1.22.1 **General.** Fiberoptic patch cord quantities and lengths shall be as required by Owner's Representative.

1.22.2 **Characteristics.** The following fiberoptic patch cord configurations shall be available from the Contractor:

| Connectivity | Connector #1 | Connector #2 | Color, Patch Panel-to-Patch Panel | Color, Patch Panel-to-Equipment | Length (Meters) |
|---|---|---|---|---|---|
| Multimode, 1 & 2 fiber | SC/ST | SC/SC | Orange | Orange | 1, 2, 3, 5, 10 |
| Single Mode, 1 & 2 fiber | SC/ST | SC/SC | Yellow | Yellow | 1, 2, 3, 5, 10 |

1.22.3 **Manufacturers.** Acceptable manufacturers are:

- Open.

1.23 **POWER POLES.**

1.23.1 **General.** All power poles shall be UL listed, with a minimum of two (2) shielded cavities that run the entire length of the power poles. Pre-punched knock-outs shall be provided near the bottom of each power pole (per ADA requirements).

1.23.2 **Types.** Acceptable types are:

- Painted, aluminum extrusions
- Pre-Approved equivalents.

1.23.2 **Manufacturers.** Acceptable manufacturers are:

- Wiremold Series 30TP2V
- or equivalent.

1.24 **POKE-THROUGHS**

1.24.1 **General.** All poke-throughs shall be UL listed as a minimum of 1-hour fire-stop, and have a minimum of one (1) ¾" opening for CCS cable to penetrate through the fire-stopped assembly. Actual fire-stop rating shall be equal to the rating of the floor in which the particular fire-stop is utilized.

1.24.2 **Types.** Acceptable types are:

- All UL listed poke-throughs.

1.25 **SURFACE-MOUNTED RACEWAYS.**

1.25.1 **General.** Surface-mounted raceways shall be designed and manufactured specifically for CCS applications and shall be UL listed for that purpose.

1.25.2 **Types.** Acceptable cable label types are:

- Metallic
- Non-metallic.

1.25.3 **Manufacturers.** Acceptable manufacturers are:

- Panduit, Type LD
- Wiremold, Uni-duct series
- Or functional equivalent.

1.26 **SPLICE CASES**

1.26.1 **General.** Contractor shall provide splice cases for all indoor entrance splices

1.26.2 **Manufacturers.** Acceptable manufacturers are:

- AT&T, Type 2000FR
- Or functional equivalent.

1.27 **CERTIFICATION IN WRITING.** All warranties and/or guarantees shall be certified in writing.

1.27.1 **15-Year Guarantee**
Guarantee that the Category-5e/6 Cable Plant, which is installed at the OWNER'S FACILITY has been done in accordance with these specifications, and that the work as installed will fulfill the requirements of those specifications. Agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its quality of materials, ordinary wear and unusual abuse or neglect excepted.

1.27.2 **Warranty**
Warranty that the Category-5e/6 Cable Plant, which is installed at the OWNER'S FACILITY has been done in accordance with all associated manufacturers' requirements such that a valid one year Category-5e/6 Cable Plant Waranty has been issued by all the associated manufacturers.

**END OF SECTION**

# SECTION 2
# FIBEROPTIC CABLE

2.1 **FIBEROPTIC GENERAL**

2.1.1 This specification defines fiberoptic cable for inter-building (outside) and intra-building (inside) applications. Actual usage of cable types and quantities of conductors shall be as stated in the Contract Documents and as required for the described physical connectivity requirements.

2.2 **PRODUCTS**

General:

2.2.1 **Major Elements**. The fiberoptic cable shall consist of, but not be limited to, glass-fiber sub-cables, dielectric fillers, strength-member, and protective outer sheathing.

2.2.2 **Type**. All cables shall meet ANSI/NFPA-70 requirements and be UL listed for Types OFN or OFNR, as specified by the controlling document, and as required by the ANSI/NFPA-70 application requirements and local codes for specific application conditions.

2.2.3 **Construction**. All fiberoptic cables utilized for outside plant applications shall be of the loose tube construction type. All fiberoptic cables utilized for inside plant applications shall be of the tight-buffered construction type.

2.2.4 **Core Design.** Core design shall be loose-tube type, with no more than six (6) fibers per tube, up to 14 tubes. When more than 14 loose tubes are required to meet the fiber-count, there shall be no more than twelve (12) fibers per tube.

2.2.5 **Sub-cables**. Single fiberoptic sub-cables shall consist of optical fiber(s) surrounded by a synthetic yarn strength-member and a color-coded jacket. Each fiber shall have a uniquely colored jacket.

2.2.6 **Tensile Strength-Member**. Fiberoptic cables with more than four (4) sub-cables shall be assembled by:

- Stranding sub-cables and any fillers around a central, non-buckling, strength-member, or
- Support strands surrounding the optical fibers.

Any given sub-cable shall contain either 50/62.5/125 (micron) multimode fibers or single-mode fibers, as specified in the Construction Drawings and Specifications, and required to support the specified connectivity level.

2.2.7 **Outer Jacket.** Fiberoptic cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Outer jacket shall be flame retardant.

2.2.8 **Surface Markings.** Fiberoptic cable surface markings shall be as required by the NEC for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on 18" +/- intervals throughout the length of the cable.

2.3 **MULTIMODE FIBEROPTIC CABLE FIBERS**:

2.3.1 **Core Type.** Multimode fiberoptic cable fiber-core type shall be graded-index glass.

2.3.2 **Performance Requirements.** Multimode fiberoptic cable fibers shall meet or exceed the following parameters after cabling:

| | |
|---|---|
| Core Diameter: | 50 or 62.5 +/-3 microns |
| Clad Diameter: | 125 +/-3 microns |
| Numerical Aperture: | 0.29 |
| Maximum Attenuation per km (-40 to 70 C): | |
| 850 nm | 4.0 dB |
| 1300 nm | 2.5 dB |
| Minimum Bandwidth: | |
| 850 nm | 160 MHz |
| 1300 nm | 500 MHz |

2.4 **SINGLE-MODE FIBEROPTIC CABLE FIBERS:**

2.4.1 **Core Type.** Single-mode fiberoptic cable f ber-core type shall be graded-index glass.

2.4.2 **Performance Requirements.** Single-mode f beroptic cable fibers shall meet or exceed the following parameters after cabling:

| | |
|---|---|
| Mode Field Diameter: | 9-11 microns |
| Core-Clad Offset: | +/-1 micron |
| Clad Diameter: | 125 +/- 3 microns, individual f ber +/- 0.5 micron |
| Maximum Attenuation per km (-40 to 70 C): | |
| 1300 nm | 1.0 dB |
| 1500 nm | 1.0 dB |
| Minimum Bandwidth: | |
| 1300 nm | 600 MHz |
| Maximum Pulse Dispersion: | |
| 1285 to 1330 nm | 3.5 PS/nm-km |
| 1530 to 1570 nm | 20 PS/nm-km |

2.5 **OUTSIDE FIBEROPTIC CABLE:**

2.5.1 **General**. Outside f beroptic cable shall be suitable for outside use between buildings in a campus environment. It shall be suitable for runs in buried conduits and aerial runs.

2.5.2 **Armor Sheath**. Laminated non-metallic sheath shall be provided.

2.5.3 **Temperature Range**. Minimum cable temperature ranges shall be as follows:

| | |
|---|---|
| Operating Range: | -20 to 70 C |
| Storage Range: | -20 to 70 C |

2.5.4 **Minimum Pulling Tensile Strength**. Minimum cable pulling tensile strength shall be 2500 newtons (N).

2.5.5 **Maximum outside Diameter.** Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.

2.5.6 **Minimum Bend Radii**. Minimum cable bend radii shall be:

| | |
|---|---|
| No Load: | 10 times cable OD |
| Maximum Tension: | 20 times cable OD |

2.5.7 **Fiber Identification**. Fibers shall be color coded (by fiber) and marked or color-coded by group of fibers.

2.5.8 **Crush Resistance.** Cable crush resistance shall be:

| | |
|---|---|
| Tight buffer: | 300 N/cm |
| Loose Tube: | 50 N/cm |

2.5.9 **Cyclic Flex Resistance.** Cable shall be capable of 2000 flex cycles per EIA RS-455, without optical degradation.

2.5.10 **Moisture Resistance.** Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.

2.5.11 **Fungus Resistance.** Cable outer jacket shall be fungus inert.

2.5.12 **Sunlight/UV Resistance.** Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.

2.5.13 **Outside Plant Fiberoptic Cable.** Outside plant fiberoptic cable shall be AT&T 3BFX or equivalent. Outside plant f beroptic cable is not required to be *"gel filled"* for short runs e.g., as between buildings of less than 100 meters where continuous conduit is provided.

2.6 **INSIDE FIBEROPTIC CABLE:**

2.6.1 **General.** Inside fiberoptic cable shall be suitable for intra-building use, per the NEC. It shall be suitable for runs in metallic conduits, nonmetallic conduits, and innerduct-only runs.

2.6.2 **Sheath.** Polyethylene or copolymer sheath shall be provided per NEC requirements for the specific application, e.g., plenum or non-plenum grades.

2.6.3 **Temperature Range.** Minimum cable temperature ranges shall be as follows:

| | |
|---|---|
| Operating Range: | -20 to 70 C |
| Storage Range: | -20 to 70 C. |

2.6.4 **Minimum Pulling Tensile Strength.** Minimum cable pulling tensile strength shall be 2500 newtons (N).

2.6.5 **Maximum outside Diameter.** Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.

2.6.6 **Minimum Bend Radii.** Minimum cable bend radii shall be:

| | |
|---|---|
| No Load: | 10 times cable OD |
| Maximum Tension: | 20 times cable OD. |

2.6.7 **Fiber Identification.** Fiber identification shall be by color coding (by fiber) and marked or color coded by group.

2.6.8 **Crush Resistance**. Cable crush resistance shall be:

| | |
|---|---|
| Tight buffer: | 300 N/cm |
| Loose Tube: | 50 N/cm. |

2.6.9 **Cyclic Flex Resistance.** Cable shall be capable of 2000 flex cycles per EIA RS-455, without optical degradation.

2.6.10 **Moisture Resistance.** Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.

2.6.11 **Fungus Resistance.** Cable outer jacket shall be fungus inert.

2.6.12 **Riser Fiberoptic Cable.** Riser f beroptic cable shall be AT&T 3AEX Series or equal, per ANSI/NFPA-70 Art. 770-6.

2.6.13 **Workstation Fiberoptic Cable**. Workstation f beroptic cable shall be AT&T LGBC Series or equivalent, per ANSI/NFPA-70.

2.6.14 **Patch-Cable Fiberoptic Cable.** Patch-cable fiberoptic cable shall be AT&T type 1860A, 1861A, or equivalent.

**END OF SECTION**

# SECTION 3
# COPPER COMMUNICATIONS CABLE

3.1 **COPPER COMMUNICATIONS CABLE GENERAL**

3.1.1 This specification defines copper cable for outside-plant and inside-plant applications. Actual usage of cable types and quantities of conductors shall be as stated in the Contract Documents and as required for the described physical connectivity requirements.

3.2 **PRODUCTS**

3.2.1 **Construction elements.** The copper cable shall consist of, but not be limited to, copper conductor and dielectric insulation, with color codes as required. Copper cable shall be suitable for intra-building use, per the ANSI/NFPA-70.

3.2.2 **Type.** All cables shall meet the 1993 National Electrical Code and be UL listed for the Types as required by the ANSI/NFPA-70 per application, location, and service conditions.

3.2.3 **Outer Jacket.** Copper cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Sheath shall be provided per ANSI/NFPA-70 requirements for the specific application, e.g., general purpose, riser, or plenum.

3.2.4 **Surface Markings.** Copper cable surface markings shall be as required by the ANSI/NFPA-70 for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on 18" +/- intervals throughout the length of the cable.

3.2.5 **Moisture Resistance.** Electrical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term exposure to 95% RH, with condensation.

3.2.6 **Fungus Resistance.** Cable outer jacket shall be fungus inert.

3.2.7 **Sunlight/UV Resistance.** Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.

3.2.8 **Temperature Range.** Minimum cable temperature ranges shall be as follows:

| | |
|---|---|
| Operating Range: | -20 to 70 C |
| Storage Range: | -20 to 70 C. |

3.3 **RISER COPPER CABLE:**

3.3.1 **Ratings.** Riser copper cable shall be per BELL DESIGN" ARMM, with:

| | |
|---|---|
| Non-Plenum: | UL types CM or CMR, per ANSI/NFPA-70 Article 800-3(d) |
| Plenum: | UL type CMP, per ANSI/NFPA-70 Article 800-3(d). |

3.3.2 **Characteristics.** Riser copper cable shall have the following characteristics:

| | |
|---|---|
| Gauge: | 24 AWG |
| Impedance: | 100 ohms above 1 MHz, nominal |
| Attenuation: | 0.8 dB/100 ft |
| Mutual Capacitance: | 18 pF/ft, Maximum. |

3.3 **WORKSTATION COPPER CABLES**

Copper workstation cabling is grouped as follows:

3.3.1 **Voice Workstation Copper Cable:**

- **Ratings.** Voice workstation copper cable shall be rated as EIA/TIA TSB-36 Category 3 or greater:

| | |
|---|---|
| Non-Plenum: | UL types CM or CMR |
| Plenum: | UL type CMP, per ANSI/NFPA-70 Article 800-3(d). |

- **Characteristics.** Voice workstation copper cable shall have the following characteristics:

| | |
|---|---|
| Gauge: | 24 AWG |

Impedance: 100 ohms above 1 MHz, nominal
Attenuation: 0.8 dB/100 ft
Mutual Capacitance: 18 pF/ft, Maximum.

3.3.2 **Unshielded Twisted Pair (UTP) Data Workstation Cabling:**

- **Ratings.** UTP workstation data cable shall be EIA/TIA TSB-36 Category-5e/6, equivalent to:
  Non-Plenum: UL types CM or CMP
  Plenum: UL type CMP, as per ANSI/NFPA -70 Article 800-3(d).

- **Characteristics.** UTP workstation data cable shall have the following characteristics:
  Gauge: 24 AWG
  DC Resistance (Nom): 20-30 Ohms/1000 ft
  Impedance (Nom): 100 +/-15 ohms from 1 to 16 MHz

- **Manufacturers. T**he following manufacturers are acceptable:

  Com Scope, Berk-Tek, or Belden or equal

3.3.3 **Patch-Cable Copper Cable:**

- **General.** All data patch-cables shall utilize twisted pair cabling, with stranded copper conductors, and having an EIA/TIA TSB-36 Category-5e/6 rating, except for impedance, which shall range within the acceptable Category 4 tolerances. Cables shall be inspected specifically for the maintenance of the required level twisting at each connector location. Untwisted (e.g., silver satin) patch cords are expressly not allowed. Unshielded patch-cable copper cables shall be as follows:

  a) **Unshielded Data Patch-Cables.** Shall be UL types CM or CMR. Conductor size shall be 24 AWG.

  b) **Unshielded Voice Patch-Cables.** Shall be AT&T DIW, or equivalent UL types CM or CMR. Conductor size shall be 24 AWG.

  c) **Voice Cross-Connect Wire.** Voice cross-connect wire for voice applications only, shall be AT&T type F or equivalent, with:
  Gauge: 24 AWG
  DC Resistance: 50 ohm, nominal
  Mutual Capacitance: 0.015 mF/1000 ft, Max.

  d) **Data Cross-Connect Wire.** Data cross-connect wire for all data applications, shall be Category-5e/6 (see section 2.3.2 for specific requirements).
  e) **Ground Wire.** Ground wire shall be 6-AWG, solid copper, with (green) insulation per the ANSI/NFPA-70 for the service conditions.

3.3.4 **Outside-Plant Cable.** Outside-plant cable shall be per "BELL DESIGN" GFMW, with:
Gauge: 24 AWG
DC Resistance: 144 ohms/sheath mile
Attenuation: 6 dB/1000 ft at 1 MHz, nominal
Mutual capacitance: 90 nF at 1 kHz.

3.3.5 **Coax Cable.** Coax CATV cable shall be RG6A/RG11/RG58 (rated to 900 MHz), with:
Dielectric: PE
Shielding: 2-inner shields (1-foil, 1-braid) plus 1 outer braid shield
Jacket: Plenum rated
Impedance: 75 ohm.

**END OF SECTION**

# SECTION 4
# ZONE CABLING SUB-SYSTEM

4.1 **ZONE CABLING GENERAL**

4.1.1 This specification defines requirements for the Zone Cable Subsystem (ZCS) for Cabling Contractor (hereafter referred to as Contractor) to furnish, fabricate, install, test, and a warrant as part of a complete data/voice communications cabling system (CCS). The following major ZCS elements, implemented per BICSI standards, are included in this scope:

- Complete ZCS enclosures
- Complete ZCS BWS termination assembly (ies) and related infrastructure
- Complete ZCS BWS cable management
- Fire Stops where required by code
- Documentation, as stated here in.

4.2 **ZCS PRODUCTS**

All products shall meet all Standards, Code, and Regulation requirements set forth in this specification.

4.2.1 **ZCS enclosures.** The following Table identifies possible ZCS enclosure configurations.

**TABLE 17933-1, ZCS Enclosure Configurations**

| ZCS Enclosure Location | Description | Primary Use | Qty | Provided by This Contractor |
|---|---|---|---|---|
| Above Drop Ceiling | | | | |
| | Above “drop ceiling” mounted ZCS Enclosure is preferred to have hinged panel on the bottom side, utilize a horizontal racking design, upon which patch/punch panels, wiring blocks, and various other types of connectivity can be mounted. Versions should be available with and without cooling fans | Voice and data | As required to ensure compliance to all standards cited in this specification and serve the identified drop count | Yes |
| Flush or surface wall mounted | | | | |
| | Flush or surface wall mounted ZCS Enclosure is preferred to utilize a vertical racking design, upon which patch/punch panels, wiring blocks, and various other types of connectivity can be mounted. Versions should be available with and without cooling fans | Voice and data | As required to ensure compliance to all standards cited in this specification and serve the identified drop count | Yes |
| Top of Modular Furniture | | | | |
| | Top of Modular Furniture ZCS Enclosure is preferred to utilize a vertical racking design, upon which patch/punch panels, wiring blocks, and various other types of connectivity can be mounted. | Voice and data | As required to ensure compliance to all standards cited in this specification and serve the identified drop count | Yes |
| Side of Modular Furniture | | | | |
| | Side of Modular Furniture ZCS Enclosure is preferred to utilize a vertical racking design, upon which patch/punch panels, wiring blocks, | Voice and data | As required to ensure compliance to all standards cited in this | Yes |

| | | | | |
|---|---|---|---|---|
| | and various other types of connectivity can be mounted. | | specification and serve the identified drop count | |

4.1 **CABLING**

4.1.1 All copper cables shall be per specification.

4.2 **TERMINATION ASSEMBLY AND ASSOCIATED HARDWARE**

4.2.1 All ZCS termination and associated hardware shall meet the performance specifications stated in specification.

4.5 **ZCS IMPLEMENTATION**

4.5.1 **General.** Contractor shall assure that all ZCS components are installed in strict accordance with the ZCS component manufacturer's recommendation and the associated modular furniture manufacturer's recommendations.

4.6 **SAFETY**

4.6.1 **Safety Issues.** Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules, and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations). Owner does not contemplate nor include as an undertaking of Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by any Safety Regulation and includes, but is not limited to, asbestos in either a friable or non-friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered, and shall immediately notify Owner in writing. Contractor shall not re-initiate work in or around identified hazardous substance areas prior to receiving written permission from Owner. All safety issues relating to hazardous substances shall be solely administered between Owner and Contractor. It is solely Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

4.7 **EXECUTION**

4.7.1 **General.** All ZCS components shall be mounted to the building structure or appropriate alternative by appropriate anchoring devices in accordance with TIA/EIA communications standards and local code requirements.

Contractor shall provide bonding from all ZCS components to the closest NEC-approved grounding electrode or building steel as required to meet the NEC and local code requirements.

4.8 **INSPECTION AND COORDINATION**

4.8.1 **Site Conditions.** Examine the areas and conditions under which work of this section will be installed. Verify that work of other trades is sufficiently complete and in the proper condition to receive the work of this section. In the event of discrepancies, immediately notify Owner's Representative.

**END OF SECTION**

# Price Sheet

CONTRACT NO.: AD020193 - 014

VENDOR: Corporate Technology Solutions



**State Procurement Office**
100 N. 15th Ave
Suite 104
Phoenix, AZ 85007-3223

**For the goods and/or services specified herein, the following apply:**

- Delivery is promised within _____ calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____ %. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: _____%. (See Uniform Instructions to Offerors, paragraph 7.)

**NOTICE:** The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation 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. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

| No. | Description (All Items Complete per Specifications) | Mfgr | Mfgr Part No. | Unit | Unit-Price ($) | Base-Offer QTY | Total Price |
|---|---|---|---|---|---|---|---|
| | **Horizontal station cable runs, copper, voice, data & video (pricing with universal workstation outlets and without patch panel)** | | | | | | |
| 1 | 1-ea. category 3 voice cable, 150' average, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031 | ea | 64.49 | 10 | 644.90 |
| 2 | 2-ea. category 3 voice cables, 150' average, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031 | ea | 84.36 | 10 | 843.60 |
| 3 | 3-ea. category 3 voice cables, 150' average, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031 | ea | 109.5 | 10 | 1,090.50 |
| 4 | 4-ea. category 3 voice cables, 150' average, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031 | ea | 132.35 | 10 | 1,323.50 |
| 5 | 1-ea. category 3 voice/1-ea. category 5e data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032223 | ea | 117.95 | 10 | 1,179.50 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6 | 1-ea. category 3 voice/2-ea. category 5e data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032223 | ea | 165.01 | 10 | 1,650.10 |
| 7 | 2-ea. category 3 voice/2-ea. category 5e data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032223 | ea | 201.09 | 10 | 2,010.09 |
| 8 | 1-ea. category 3 voice/1-ea. category 6 data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032092 | ea | 135.4 | 10 | 1,354.00 |
| 9 | 1-ea. category 3 voice/2-ea. category 6 data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032092 | ea | 209.5 | 10 | 2,095.00 |
| 10 | 2-ea. category 3 voice/2-ea. category 6 data, installed, labeled, and tested | Berktek/<br>Ortronics | 10032031/<br>10032092 | ea | 246.58 | 10 | 2,465.80 |
| 11 | 1-ea. category 5e cable, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032223 | ea | 77.06 | 10 | 770.60 |
| 12 | 2-ea. category 5e cables, 150' average, installed, labeled, tested and certified | Berktek/ | 10032223 | ea | 119.32 | 10 | 1,193.20 |
| 13 | 3-ea. category 5e cables, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032223 | ea | 160.47 | 10 | 1,604.70 |
| 14 | 4-ea. category 5e cables, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032223 | ea | 219.52 | 10 | 2,195.20 |
| 15 | 5-ea. category 5e cables, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032223 | ea | 251.58 | 10 | 2,515.80 |
| 16 | 6-ea. category 5e cables, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032223 | ea | 297.14 | 10 | 2,971.40 |
| 17 | 1-ea. category 6 cable, 150' average, installed, labeled, tested and certified | Berktek/<br>Ortronics | 10032092 | ea | 90.62 | 10 | 906.20 |
| 18 | 2-ea. category 6 cables, 150' average, installed, | Berktek/ | 10032092 | ea | 163.81 | 10 | 1,638.10 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | labeled, tested and certified | Ortronics | | | | | |
| 19 | 3-ea. category 6 cables, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 235.52 | 10 | 2,355.20 |
| 20 | 4-ea. category 6 cables, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 307.22 | 10 | 3,072.20 |
| 21 | 5-ea. category 6 cables, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 369.32 | 10 | 3,693.20 |
| 22 | 6-ea. category 6 cables, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 441.02 | 10 | 4,410.20 |
| 23 | Unit cost to add or subtract from 150' long category 3 voice drops | Berktek | 10032031 | Ft | 0.21 | 10 | 2.10 |
| 24 | Unit cost to add or subtract from 150' long category 5e cable, installed | Berktek | 10032223 | Ft | 0.29 | 10 | 2.90 |
| 25 | Unit cost to add or subtract from 150' long category 6 cable, installed | Berktek | 10032092 | Ft | 0.45 | 10 | 4.50 |
| | **Video cables (priced w/o video patch panel)** | | | | | 10 | |
| 26 | 1-ea. RG-6 coax, plenum rated, 150' long, installed, labeled, w/o termination | Belden | 9116P8771000 | ea | 88.5 | 10 | 885.00 |
| 27 | 1-ea. RG-6 coax, riser rated, 150' long, installed, labeled, w/o termination | Belden | 9116 | ea | 45.67 | 10 | 456.70 |
| 28 | Terminate & test RG-6 Coax, 2-ends, type F | Gilbert Eng. | | ea | 10.16 | 10 | 101.60 |
| 29 | 1-ea. RG11, plenum rated, 150' long, installed, labeled, w/o termination | Belden | 6139B80091000 | ea | 206 | 10 | 2,060.00 |
| 30 | 1-ea. RG11, riser rated, 150' long, installed, labeled, w/o termination | Belden | 1523A | ea | 54.33 | 10 | 543.30 |
| 31 | Terminate & Test RG-11 Coax, 2-ends | Gilbert Eng. | | ea | 12.1 | 10 | 121.00 |
| 32 | Unit cost to add or subtract from 150' long RG-6 coax cable, installed | Belden | 9116P8771000 | Ft | 0.54 | 10 | 5.40 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 33 | Unit cost to add or subtract from 150' long RG-11 coax cable, installed | Belden | 6139B80091000 | Ft | 1.38 | 10 | 13.80 |
| | **Multi pair copper cables (OSP cable pricing assumes clear conduits are available)** | | | | | 10 | |
| 34 | 1-ea. 25 pair plenum feed cable, installed | General | 2131256 | Ft | 1.12 | 1 | 1.12 |
| 35 | 1-ea. 50 pair plenum feed cable, installed | General | 2131376 | Ft | 1.66 | 1 | 1.66 |
| 36 | 1-ea. 100 pair plenum feed cable, installed | General | 2131377 | Ft | 2.59 | 1 | 2.59 |
| 37 | 1-ea. 300 pair plenum feed cable, installed | Mohawk | M57211 | Ft | 8.75 | 1 | 8.75 |
| | **Fiberoptic cables, Innerduct, LIUs, splices & connectors (Fiber Prices shall not include innerduct)** | | | | | | |
| 38 | 1-ea. 2 strand 50/125 multimode Plenum, installed | Berktek | ICP002LB3515/55 | Ft | 0.57 | 1 | 0.57 |
| 39 | 1-ea. 6 strand 50/125 multimode Plenum, installed | Berktek | PDP006LB3515/55 | Ft | 1.01 | 1 | 1.01 |
| 40 | 1-ea. 12 strand 50/125 multimode Plenum, installed | Berktek | PDP012LB3515/55 | Ft | 1.55 | 1 | 1.55 |
| 41 | 1-ea. 24 strand 50/125 multimode Plenum, installed | Berktek | PDP12B024LB3515/55 | Ft | 3.03 | 1 | 3.03 |
| 42 | 1-ea. 2 strand 62.5/125 multimode Plenum, installed | Berktek | ICP002CB3510/25 | Ft | 0.56 | 1 | 0.56 |
| 43 | 1-ea. 6 strand 62.5/125 multimode Plenum, installed | Berktek | PDP006CB3510/25 | Ft | 1.05 | 1 | 1.05 |
| 44 | 1-ea. 12 strand 62.5/125 multimode Plenum, installed | Berktek | PDP012CB3510/25 | Ft | 1.61 | 1 | 1.61 |
| 45 | 1-ea. 24 strand 62.5/125 multimode Plenum, installed | Berktek | PDP12B024CB3510/25 | Ft | 3.3 | 1 | 3.30 |
| 46 | 1-ea. 6 strand 50/125 multimode riser, installed | Berktek | PDR006LB3515/55 | Ft | 1.01 | 1 | 1.01 |
| 47 | 1-ea. 12 strand 50/125 multimode riser, installed | Berktek | PDR012LB3515/55 | Ft | 1.59 | 1 | 1.59 |
| 48 | 1-ea. 24 strand 50/125 multimode riser, installed | Berktek | PDR12B024LB3515/55 | Ft | 2.9 | 1 | 2.90 |
| 49 | 1-ea. 6 strand 62.5/125 multimode riser, installed | Berktek | PDR006CB3510/25 | Ft | 1.06 | 1 | 1.06 |
| 50 | 1-ea. 12 strand 62.5/125 multimode riser, installed | Berktek | PDR012CB3510/25 | Ft | 1.63 | 1 | 1.63 |
| 51 | 1-ea. 24 strand 62.5/125 multimode riser, installed | Berktek | PDR12B024CB3510/25 | Ft | 3.17 | 1 | 3.17 |
| 52 | 1-ea. 6 strand singlemode Plenum, installed | Berktek | PDP006AB1010 | Ft | 0.83 | 1 | 0.83 |
| 53 | 1-ea. 12 strand singlemode Plenum, installed | Berktek | PDP012AB1010 | Ft | 1.23 | 1 | 1.23 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 54 | 1-ea. 24 strand singlemode Plenum, installed | Berktek | PDP12B024AB 1010 | Ft | 1.84 | 1 | 1.84 |
| 55 | 1-ea. 6 strand singlemode riser, installed | Berktek | PDR006AB101 0 | Ft | 0.81 | 1 | 0.81 |
| 56 | 1-ea. 12 strand singlemode riser, installed | Berktek | PDR012AB101 0 | Ft | 1.09 | 1 | 1.09 |
| 57 | 1-ea. 24 strand singlemode riser, installed | Berktek | PDR12B024AB 1010 | Ft | 1.69 | 1 | 1.69 |
| 58 | 1-ea. Innerduct, 1", non-rated, installed | Endot | ICE100312102-50 | Ft | 0.74 | 1 | 0.74 |
| 59 | 1-ea. Innerduct, 1", riser rated, installed | Carlon | DF4X1C-9400 | Ft | 1.2 | 1 | 1.20 |
| 60 | 1-ea. Innerduct, 1", plenum rated, installed | Carlon | CF4X1-250 | Ft | 2.63 | 1 | 2.63 |
| 61 | Install non-corrosive pull rope in 1" innerduct | Arnco | DLWP12S-1000 | Ft | 0.37 | 1 | 0.37 |
| 62 | Coupler, fiber, ST, 50/62.5 multimode, installed, and certified for either 50 or 62.5 | Avaya | 700004864 | ea | 8.45 | 10 | 84.50 |
| 63 | Coupler, fiber, ST, singlemode, installed, and certified | Avaya | 700011133 | ea | 13.63 | 10 | 136.30 |
| 64 | Coupler, fiber, SC, 50/62.5 multimode, installed, and certified for either 50 or 62.5 | Avaya | 700004807 | ea | 13.44 | 10 | 134.40 |
| 65 | Coupler, fiber, SC, singlemode, installed, and certified | Avaya | 700004807 | ea | 13.44 | 10 | 134.40 |
| 66 | 12 port wall mount LIU, installed | Ortronics | OR-615SMFC-12P | ea | 60.9 | 1 | 60.90 |
| 67 | 24 port wall mount LIU, installed | Ortronics | OR-615SMFC-24P | ea | 129.1 | 1 | 129.10 |
| 68 | 12 port rack mount LIU, 19", installed | Ortronics | OR-615MMC-36P-00 | ea | 174.71 | 1 | 174.71 |
| 69 | 24 port rack mount LIU, 19", installed | Ortronics | OR-615MMC-36P-00 | ea | 188.42 | 1 | 188.42 |
| 70 | 48 port rack mount LIU, 19", installed | Ortronics | OR-61500014-00 | ea | 261.3 | 1 | 261.30 |
| 71 | 72 port rack mount LIU, 19", installed | Ortronics | OR-61500014-00 | ea | 261.3 | 1 | 261.30 |
| 72 | Terminate, test and certify 50/62.5 multi-mode fiber optic cable - inside plant - ST | Avaya | 700004328 | ea | 25.7 | 10 | 257.00 |
| 73 | Terminate, test and certify 50/62.5 multi-mode fiber optic cable - inside plant - SC | Avaya | 700007024 | ea | 29.01 | 10 | 290.10 |
| 74 | Terminate, test and certify single Mode fiber optic cable | Avaya | 700011067 | ea | 29.07 | 10 | 290.70 |

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| | - inside plant - ST | | | | | | |
| 75 | Terminate, test and certify single Mode fiber optic cable - inside plant - SC | Avaya | 700006976 | ea | 44.03 | 10 | 440.30 |
| 76 | Splice, 50/62.5 multimode, inside plant | | | ea | 22.5 | 10 | 225.00 |
| 77 | Splice, singlemode, inside plant | | | ea | 22.5 | 10 | 225.00 |
| | **Copper and fiber patch cables** | | | | | | |
| 78 | Patch cord, cat 5e, 3' | ACM | DPCL5E3FT | ea | 2.45 | 10 | 24.50 |
| 79 | Patch cord, cat 5e, 4' | ACM | DPCL5E4FT | ea | 2.6 | 10 | 26.00 |
| 82 | Patch cord, cat 5e, 6' | ACM | DPCL5E6FT | ea | 2.9 | 10 | 29.00 |
| 83 | Patch cord, cat 5e, 7' | ACM | DPCL5E7FT | ea | 3.05 | 10 | 30.50 |
| 84 | Patch cord, cat 5e, 10' | ACM | DPCL5E10FT | ea | 3.66 | 10 | 36.60 |
| 85 | Patch cord, cat 5e, 12' | ACM | DPCL5E12FT | ea | 3.96 | 10 | 39.60 |
| 86 | Patch cord, cat 5e, 15' | ACM | DPCL5E15FT | ea | 4.41 | 10 | 44.10 |
| 87 | Patch cord, cat 5e, 25' | ACM | DPCL5E25FT | ea | 6.41 | 10 | 64.10 |
| 88 | Patch cord, cat 6, 3' | ACM | DPCL63FT | ea | 3.64 | 10 | 36.40 |
| 89 | Patch cord, cat 6, 4' | ACM | DPCL64FT | ea | 3.84 | 10 | 38.40 |
| 90 | Patch cord, cat 6, 6' | ACM | DPCL66FT | ea | 4.25 | 10 | 42.50 |
| 91 | Patch cord, cat 6, 7' | ACM | DPCL67FT | ea | 4.45 | 10 | 44.50 |
| 92 | Patch cord, cat 6, 10' | ACM | DPCL610FT | ea | 5.23 | 10 | 52.30 |
| 93 | Patch cord, cat 6, 12' | ACM | DPCL612FT | ea | 5.64 | 10 | 56.40 |
| 94 | Patch cord, cat 6, 15' | ACM | DPCL615FT | ea | 6.25 | 10 | 62.50 |
| 95 | Patch cord, cat 6, 25' | ACM | DPCL625FT | ea | 8.75 | 10 | 87.50 |
| 96 | Patch cord, Silver Satin, RJ-11 to RJ-11, 3' | ACM | LST403FT | ea | 1.13 | 10 | 11.30 |
| 97 | Patch cord, Silver Satin, RJ-11 to RJ-11, 4' | ACM | LST404FT | ea | 1.19 | 10 | 11.90 |
| 98 | Patch cord, Silver Satin, RJ-11 to RJ-11, 6' | ACM | LST406FT | ea | 1.31 | 10 | 13.10 |
| 99 | Patch cord, Silver Satin, RJ-11 to RJ-11, 7' | ACM | LST407FT | ea | 1.38 | 10 | 13.80 |
| 100 | Patch cord, Silver Satin, RJ-11 to RJ-11, 10' | ACM | LST410FT | ea | 1.56 | 10 | 15.60 |
| 101 | Patch cord, Silver Satin, RJ-11 to RJ-11, 12' | ACM | LST412FT | ea | 1.69 | 10 | 16.90 |
| 102 | Patch cord, Silver Satin, RJ-11 to RJ-11, 15' | ACM | LST415FT | ea | 1.88 | 10 | 18.80 |
| 103 | Patch cord, Silver Satin, RJ-11 to RJ-11, 25' | ACM | LST425FT | ea | 2.5 | 10 | 25.00 |
| 104 | Patch cord, Silver Satin, RJ-11 to RJ-45, 3' | ACM | LST4/803FT | ea | 1.19 | 10 | 11.90 |
| 105 | Patch cord, Silver Satin, RJ-11 to RJ-45, 4' | ACM | LST4/804FT | ea | 1.25 | 10 | 12.50 |

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| 106 | Patch cord, Silver Satin, RJ-11 to RJ-45, 6' | ACM | LST4/806FT | ea | 1.38 | 10 | 13.80 |
| 107 | Patch cord, Silver Satin, RJ-11 to RJ-45, 7' | ACM | LST4/807FT | ea | 1.44 | 10 | 14.40 |
| 108 | Patch cord, Silver Satin, RJ-11 to RJ-45, 10' | ACM | LST4/810FT | ea | 1.56 | 10 | 15.60 |
| 109 | Patch cord, Silver Satin, RJ-11 to RJ-45, 12' | ACM | LST4/812FT | ea | 1.75 | 10 | 17.50 |
| 110 | Patch cord, Silver Satin, RJ-11 to RJ-45, 15' | ACM | LST4/815FT | ea | 2 | 10 | 20.00 |
| 111 | Patch cord, Silver Satin, RJ-11 to RJ-45, 25' | ACM | LST4/825FT | ea | 2.75 | 10 | 27.50 |
| 112 | Patch cable, fiberoptic, duplex, ST-SC, 8/125, 1 Meter, colored boots. | ACM | ST/SCDUPSM01MTR | ea | 32.53 | 10 | 325.30 |
| 113 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 2 Meters, colored boots. | ACM | ST/SCDUPSM02MTR | ea | 34.01 | 10 | 340.10 |
| 114 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 3 Meters, colored boots. | ACM | ST/SCDUPSM03MTR | ea | 35.14 | 10 | 351.40 |
| 115 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 4 Meters, colored boots. | ACM | ST/SCDUPSM04MTR | ea | 36.25 | 10 | 362.50 |
| 116 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 5 Meters, colored boots. | ACM | ST/SCDUPSM05MTR | ea | 37.74 | 10 | 377.40 |
| 117 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 6 Meters, colored boots. | ACM | ST/SCDUPSM06MTR | ea | 38.85 | 10 | 388.50 |
| 118 | Patch cable, fiberoptic, duplex, ST-SC, 8/125 SM, 7 Meters, colored boots. | ACM | ST/SCDUPSM07MTR | ea | 39.98 | 10 | 399.80 |
| 119 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 1 Meter, colored boots. | ACM | ST/STDUPSM01MTR | ea | 30.65 | 10 | 306.50 |
| 120 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 2 Meters, colored boots. | ACM | ST/STDUPSM02MTR | ea | 32.14 | 10 | 321.40 |
| 121 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 3 Meters, colored boots. | ACM | ST/STDUPSM03MTR | ea | 33.26 | 10 | 332.60 |
| 122 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 4 Meters, colored boots. | ACM | ST/STDUPSM04MTR | ea | 34.38 | 10 | 343.80 |
| 123 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 5 Meters, colored boots. | ACM | ST/STDUPSM05MTR | ea | 35.86 | 10 | 358.60 |

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| 124 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 6 Meters, colored boots. | ACM | ST/STDUPSM0 6MTR | ea | 36.98 | 10 | 369.80 |
| 125 | Patch cable, fiberoptic, duplex, ST-ST, 8/125 SM, 7 Meters, colored boots. | ACM | ST/STDUPSM0 7MTR | ea | 38.1 | 10 | 381.00 |
| 126 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 1 Meter, colored boots. | ACM | SC/SCDUP50/125 01MTR | ea | 24.4 | 10 | 244.00 |
| 127 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 2 Meters, colored boots. | ACM | SC/SCDUP50/125 02MTR | ea | 25.89 | 10 | 258.90 |
| 128 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 3 Meters, colored boots. | ACM | SC/SCDUP50/125 03MTR | ea | 27.01 | 10 | 270.10 |
| 129 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 4 Meters, colored boots. | ACM | SC/SCDUP50/125 04MTR | ea | 28.13 | 10 | 281.30 |
| 130 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 5 Meters, colored boots. | ACM | SC/SCDUP50/125 05MTR | ea | 29.61 | 10 | 296.10 |
| 131 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 6 Meters, colored boots. | ACM | SC/SCDUP50/125 06MTR | ea | 30.73 | 10 | 307.30 |
| 132 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 7 Meters, colored boots. | ACM | SC/SCDUP50/125 07MTR | ea | 31.85 | 10 | 318.50 |
| 133 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 1 Meter, colored boots. | ACM | ST/SCDUP50/125 01MTR | ea | 21.28 | 10 | 212.80 |
| 134 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 2 Meters, colored boots. | ACM | ST/SCDUP50/125 02MTR | ea | 22.76 | 10 | 227.60 |
| 135 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 3 Meters, colored boots. | ACM | ST/SCDUP50/125 03MTR | ea | 23.89 | 10 | 238.90 |
| 136 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 4 Meters, colored boots. | ACM | ST/SCDUP50/125 04MTR | ea | 25 | 10 | 250.00 |
| 137 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 5 Meters, colored boots. | ACM | ST/SCDUP50/125 05MTR | ea | 26.49 | 10 | 264.90 |
| 138 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 6 Meters, colored boots. | ACM | ST/SCDUP50/125 06MTR | ea | 27.6 | 10 | 276.00 |
| 139 | Patch cable, fiberoptic, duplex, ST-SC, 50/125 MM, 7 Meters, colored boots. | ACM | ST/SCDUP50/125 07MTR | ea | 28.73 | 10 | 287.30 |

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| 140 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 1 Meter, colored boots. | ACM | ST/STDUP50/1250 1MTR | ea | 18.15 | 10 | 181.50 |
| 141 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 2 Meters, colored boots. | ACM | ST/STDUP50/1250 2MTR | ea | 19.64 | 10 | 196.40 |
| 142 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 3 Meters, colored boots. | ACM | ST/STDUP50/1250 3MTR | ea | 20.76 | 10 | 207.60 |
| 143 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 4 Meters, colored boots. | ACM | ST/STDUP50/1250 4MTR | ea | 21.88 | 10 | 218.80 |
| 144 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 5 Meters, colored boots. | ACM | ST/STDUP50/1250 5MTR | ea | 23.36 | 10 | 233.60 |
| 145 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 6 Meters, colored boots. | ACM | ST/STDUP50/1250 6MTR | ea | 24.48 | 10 | 244.80 |
| 146 | Patch cable, fiberoptic, duplex, ST-ST, 50/125 MM, 7 Meters, colored boots. | ACM | ST/STDUP50/1250 7MTR | ea | 25.6 | 10 | 256.00 |
| 147 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 1 Meter, colored boots. | ACM | ST/STDUPMM0 1MTR | ea | 18.15 | 10 | 181.50 |
| 148 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 2 Meters, colored boots. | ACM | ST/STDUPMM0 2MTR | ea | 19.64 | 10 | 196.40 |
| 149 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 3 Meters, colored boots. | ACM | ST/STDUPMM0 3MTR | ea | 20.76 | 10 | 207.60 |
| 150 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 4 Meters, colored boots. | ACM | ST/STDUPMM0 4MTR | ea | 21.88 | 10 | 218.80 |
| 151 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 5 Meters, colored boots. | ACM | ST/STDUPMM0 5MTR | ea | 23.36 | 10 | 233.60 |
| 152 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 6 Meters, colored boots. | ACM | ST/STDUPMM0 6MTR | ea | 24.48 | 10 | 244.80 |
| 153 | Patch cable, fiberoptic, duplex, SC-SC, 50/125 MM, 7 Meters, colored boots. | ACM | ST/STDUPMM0 7MTR | ea | 25.6 | 10 | 256.00 |
| 154 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 1 Meter, colored boots. | ACM | ST/SCDUPMM0 1MTR | ea | 21.28 | 10 | 212.80 |
| 155 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 2 Meters, colored boots. | ACM | ST/SCDUPMM0 2MTR | ea | 22.76 | 10 | 227.60 |

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| 156 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 3 Meters, colored boots. | ACM | ST/SCDUPMM0 3MTR | ea | 23.89 | 10 | 238.90 |
| 157 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 4 Meters, colored boots. | ACM | ST/SCDUPMM0 4MTR | ea | 25 | 10 | 250.00 |
| 158 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 5 Meters, colored boots. | ACM | ST/SCDUPMM0 5MTR | ea | 26.49 | 10 | 264.90 |
| 159 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 6 Meters, colored boots. | ACM | ST/SCDUPMM0 6MTR | ea | 27.6 | 10 | 276.00 |
| 160 | Patch cable, fiberoptic, duplex, ST-SC, 62.5/125 MM, 7 Meters, colored boots. | ACM | ST/SCDUPMM0 7MTR | ea | 28.73 | 10 | 287.30 |
| 161 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 1 Meter, colored boots. | ACM | ST/STDUPMM0 1MTR | ea | 18.15 | 10 | 181.50 |
| 162 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 2 Meters, colored boots. | ACM | ST/STDUPMM0 2MTR | ea | 19.64 | 10 | 196.40 |
| 163 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 3 Meters, colored boots. | ACM | ST/STDUPMM0 3MTR | ea | 20.76 | 10 | 207.60 |
| 164 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 4 Meters, colored boots. | ACM | ST/STDUPMM0 4MTR | ea | 21.88 | 10 | 218.80 |
| 165 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 5 Meters, colored boots. | ACM | ST/STDUPMM0 5MTR | ea | 23.36 | 10 | 233.60 |
| 166 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 6 Meters, colored boots. | ACM | ST/STDUPMM0 6MTR | ea | 24.48 | 10 | 244.80 |
| 167 | Patch cable, fiberoptic, duplex, ST-ST, 62.5/125 MM, 7 Meters, colored boots. | ACM | ST/STDUMM07 MTR | ea | 25.6 | 10 | 256.00 |
| 168 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 1 Meter, colored boots. | ACM | SC/SCDUPMM0 1MTR | ea | 24.4 | 10 | 244.00 |

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| 169 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 2 Meters, colored boots. | ACM | SC/SCDUPMM02MTR | ea | 25.89 | 10 | 258.90 |
| 170 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 3 Meters, colored boots. | ACM | SC/SCDUPMM03MTR | ea | 27.01 | 10 | 270.10 |
| 171 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 4 Meters, colored boots. | ACM | SC/SCDUPMM04MTR | ea | 28.13 | 10 | 281.30 |
| 172 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 5 Meters, colored boots. | ACM | SC/SCDUPMM05MTR | ea | 29.61 | 10 | 296.10 |
| 173 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 6 Meters, colored boots. | ACM | SC/SCDUPMM06MTR | ea | 30.73 | 10 | 307.30 |
| 174 | Patch cable, fiberoptic, duplex, SC-SC, 62.5/125 MM, 7 Meters, colored boots. | ACM | SC/SCDUPMM07MTR | ea | 31.85 | 10 | 318.50 |
| | **Relay racks, ladder rack, cabinets, rack / cabinet accessories & grounding** | | | | | | |
| 175 | Rack, 19", 7' without vertical wire mgt, installed | CPI | 55053-503 | ea | 156.96 | 10 | 1,569.60 |
| 176 | Cabinet, 19" floor mount, w/o fan, filters, power strips, vertical wire mgt, installed | CPI | 11038-707 | ea | 1562.78 | 10 | 15,627.70 |
| 177 | Cable ladder, 18" wide, installed | CPI | 10250-718 | Ft | 9.48 | 100 | 948.00 |
| 178 | Wall angle support, for cable ladder, 18", installed | CPI | 11421-718 | ea | 22.46 | 10 | 224.60 |
| 179 | Rack to rung kit, for cable ladder, 18", installed | CPI | 10595-718 | ea | 48.75 | 10 | 487.50 |
| 180 | Cable ladder, 12" wide, installed | CPI | 10250-712 | Ft | 9.31 | 10 | 93.10 |
| 181 | Wall angle support, for cable ladder, 12", installed | CPI | 11421-712 | ea | 22.04 | 10 | 220.40 |
| 182 | Rack to rung kit, for cable ladder, 12", installed | CPI | 10595-712 | ea | 25.54 | 10 | 255.40 |
| | Wall angle support, for cable ladder, 8", installed | CPI | 10250-709 | ea | 8.12 | 10 | 81.20 |
| 183 | Rack to rung kit, for cable ladder, 8", installed | CPI | 10595-712 | ea | 25.54 | 10 | 255.40 |
| 184 | Rack coupler kits, swivel kits, or corner junctions, | CPI | 11301-001 | ea | 10.84 | 10 | 108.40 |

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| | installed | | | | | | |
| 185 | Cabinet, IDF wall mounted, w/o fan, filters, power strips, installed | Holocom | AGW-WM-COM | ea | 440.34 | 10 | 4,403.40 |
| 186 | Equipment shelf, IDF cabinet, installed | CPI | 40074-100 | ea | 58.54 | 100 | 5,854.00 |
| 187 | Fan, IDF cabinet, installed | Holocom | AGW-FANKITR-6 | ea | 105.3 | 10 | 1,053.00 |
| 188 | Electrical power terminal strip, installed | Triplite | IBAR-12 | ea | 117.81 | 10 | 1,178.10 |
| 189 | Ground bus bar, rack mount, installed | CPI | 10610-019 | ea | 35.27 | 10 | 352.70 |
| 190 | Ground bus bar, wall mount, installed | CPI | 10622-010 | ea | 106.53 | 10 | 1,065.30 |
| 191 | Backboard, fire-rated, 4' x 8' x 3/4", w/ 2-coats of fire retardant paint, installed | Various | | ea | 82.71 | 10 | 827.10 |
| 192 | Backboard, fire-rated, 4' x 8' x 3/4", w/ 0.030 thick galvanized steel ground plane, installed | Various | | ea | 99.86 | 10 | 998.60 |
| 193 | Wire, 6 AWG, stranded, green, per foot installed | Various | THHN-6STR-GRN | ea | 1.2 | 10 | 12.00 |
| 194 | Ground lugs for AWG 6 copper, installed | Burndy | YA6C-LBOX | ea | 3.76 | 10 | 37.60 |
| | **Patch panels, wire managers & voice termination blocks** | | | | | | |
| 195 | 12 Port Category 5e patch panel, installed | Ortronics | OR-851004774 | ea | 53.58 | 10 | 535.80 |
| 196 | 24 Port Category 5e patch panel, installed | Ortronics | OR-851044265 | ea | 93.9 | 10 | 939.00 |
| 197 | 48 Port Category 5e patch panel, installed | Ortronics | OR-851004038 | ea | 182.83 | 10 | 1,828.30 |
| 198 | 60 Port Category 5e patch panel, installed | Ortronics | OR-851004916 | ea | 242.07 | 10 | 2,420.70 |
| 199 | 96 Port Category 5e patch panel, installed | Ortronics | OR-851004836 | ea | 434.65 | 10 | 4,346.50 |
| 200 | 12 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U24 | ea | 116.83 | 10 | 1,168.30 |
| 201 | 24 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U24 | ea | 116.83 | 10 | 1,168.30 |
| 202 | 48 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U48 | ea | 225.69 | 10 | 2,256.90 |
| 203 | 60 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U96 | ea | 439.5 | 10 | 4,395.00 |
| 204 | 96 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U96 | ea | 439.5 | 10 | 4,395.00 |

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| 205 | Wall mount assembly for 12 port Category 5e/6 patch panel, installed | Ortronics | OR-604004396 | ea | 42.46 | 10 | 424.60 |
| 206 | Wall mount assembly for 24 port Category 5e/6 patch panel, installed | Ortronics | OR-604004301 | ea | 42.46 | 10 | 424.60 |
| 207 | Wall mount assembly for 48 port Category 5e/6 patch panel, installed | Ortronics | OR-604004068 | ea | 42.46 | 10 | 424.60 |
| 208 | Manager, vertical, 7', single sided, installed | Panduit | WMPV20 | ea | 153.01 | 10 | 1,530.10 |
| 209 | Horizontal wire manager, installed | Panduit | WMPF1 | ea | 44.17 | 10 | 441.70 |
| 210 | Vertical wire manager, 7', single sided, installed | Panduit | WMPV20 | ea | 153.01 | 10 | 1,530.10 |
| 211 | Vertical wire manager, 7', double sided, installed | Panduit | WMPV20 | ea | 153.01 | 10 | 1,530.10 |
| 212 | AT&T 110 Block, 100 pair, installed | Ortronics | OR-30203506 | ea | 29.1 | 10 | 291.00 |
| 213 | BIX Block, 100 pair, installed | Nordx | QMB1X100 | ea | 38.61 | 10 | 386.10 |
| 214 | M66 Block, 100 pair, installed | Siemon | S89B | ea | 17.43 | 10 | 174.30 |
| 215 | AT&T 110 Block, 300 pair, installed | Ortronics | OR-30203519 | ea | 64.53 | 10 | 645.30 |
| 216 | BIX Block, 300 pair, installed | Nordx | QMBIX12E | ea | 98.23 | 10 | 982.30 |
| 217 | M66 Block, 300 pair, installed | Siemon | S89B | ea | 52.29 | 10 | 522.90 |
| 218 | Fully Cross-Connect, label and test voice cable - at 110, BIX or M66 patch field | Nordx/CDT | | Pr | 2.2 | 1000 | 2,200.00 |
| | **OSP protection, OSP splicing** | | | | | | |
| 219 | 25 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed | Circa | 1880ENA1/NSC-25G | ea | 116.1 | 10 | 1,161.00 |
| 220 | 100 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed | Circa | 1880ENA1/NSC-100G | ea | 399.65 | 10 | 3,996.50 |
| 221 | Protector, solid state, installed | Circa | CB1S-BAL | Pr | 2.6 | 100 | 260.00 |
| 222 | 25 pair splice modules, 710 type, installed | 3M | 103274577 | ea | 22.13 | 10 | 221.30 |
| | **Other** | | | | | | |
| 223 | Power pole, for 8' ceiling height, installed | Wiremold | 30TP-2V | ea | 185.78 | 10 | 1,857.80 |
| 224 | Power pole, for 10' ceiling height, installed | Wiremold | 30TP-2V | ea | 185.78 | 10 | 1,857.80 |

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| 225 | Surface mount raceway, decorator style, category, sized for min. of 8-ea cat-5e/6 cables, installed | Panduit | LD10IW6-A | Ft | 2.67 | 10 | 26.70 |
| 226 | Surface mount box, single gang, installed | Ortronics | OR-40300185 | ea | 14.84 | 10 | 148.40 |
| 227 | Surface mount box, double gang, installed | Ortronics | OR-40300186 | ea | 15.31 | 10 | 153.10 |
| 228 | Re-terminate, test and certify existing Cat 5e/6 cable to new faceplate, per cable (not including UWO) | N/A | N/A | ea | 6.5 | 1000 | 6,500.00 |
| 229 | Re-terminate, test and certify existing Cat 5e/6 cable to new patch panel, per cable (not including patch panel) | N/A | N/A | ea | 6.5 | 1000 | 6,500.00 |
| 230 | Poke-throughs, Supply And Install (Include concrete coring and firestop) | Hubbell | HPWPT7FSL | ea | 231.14 | 10 | 2,311.40 |
| 231 | Universal Workstation Outlet w/ 1-ea. category 3 socket, supply and install | Ortronics | OR-40300545 | ea | 11.08 | 10 | 110.80 |
| 232 | Universal Workstation Outlet w/ 2-ea. category 3 sockets, supply and install | Ortronics | OR-40300545 | ea | 15.76 | 10 | 157.60 |
| 233 | Universal Workstation Outlet w/ 3-ea. category 3 sockets, supply and install | Ortronics | OR-40300545 | ea | 20.43 | 10 | 204.30 |
| 234 | Universal Workstation Outlet w/ 4-ea. category 3 sockets, supply and install | Ortronics | OR-40300545 | ea | 25.11 | 10 | 251.10 |
| 235 | Universal Workstation Outlet w/ 1-ea. category 3 voice/1-ea. category 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 16.81 | 10 | 168.10 |
| 236 | Universal Workstation Outlet w/ 1-ea. category 3 voice/2-ea. category 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 22.26 | 10 | 222.60 |
| 237 | Universal Workstation Outlet w/ 2-ea. category 3 voice/2-ea. category 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 26.93 | 10 | 269.30 |
| 238 | Universal Workstation Outlet w/ 1-ea. category 3 voice/1-ea. category 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 18.58 | 10 | 185.80 |

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|---|---|---|---|---|---|---|---|
| 239 | Universal Workstation Outlet w/ 1-ea. category 3 voice/2-ea. category 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 26.08 | 10 | 260.80 |
| 240 | Universal Workstation Outlet w/ 2-ea. category 3 voice/2-ea. category 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 30.75 | 10 | 307.50 |
| 241 | Universal Workstation Outlet w/ 1-Cat 5e socket, supply and install | Ortronics | OR-40300545 | ea | 12 | 10 | 120.00 |
| 242 | Universal Workstation Outlet w/ 2-Cat 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 17.59 | 10 | 175.90 |
| 243 | Universal Workstation Outlet w/ 3-Cat 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 23.17 | 10 | 231.70 |
| 244 | Universal Workstation Outlet w/ 4-Cat 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 28.76 | 10 | 287.60 |
| 245 | Universal Workstation Outlet w/ 5-Cat 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 34.35 | 10 | 343.50 |
| 246 | Universal Workstation Outlet w/ 6-Cat 5e sockets, supply and install | Ortronics | OR-40300545 | ea | 39.94 | 10 | 399.40 |
| 247 | Universal Workstation Outlet w/ 1-Cat 6 socket, supply and install | Ortronics | OR-40300545 | ea | 14.02 | 10 | 140.20 |
| 248 | Universal Workstation Outlet w/ 2-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 21.63 | 10 | 216.30 |
| 249 | Universal Workstation Outlet w/ 3-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 29.24 | 10 | 292.40 |
| 250 | Universal Workstation Outlet w/ 4-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 36.85 | 10 | 368.50 |
| 251 | Universal Workstation Outlet w/ 5-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 44.46 | 10 | 444.60 |
| 252 | Universal Workstation Outlet w/ 6-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 52.08 | 10 | 520.80 |
| 253 | Conduit bushing, 1”-4”, provide and install | Arlington | EMT100 | ea | 10.73 | 100 | 107.30 |
| 254 | Floor penetration, 4”, w/ firestop | Sub/3M | N/A | ea | 164.84 | 10 | 1,648.40 |
| 255 | Wall penetration, 4”, w/ firestop | Sub/3M | N/A | ea | 176.27 | 10 | 1,762.70 |

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|---|---|---|---|---|---|---|---|
| 256 | Firestop bags, per bag installed | STI | SSB36 | ea | 22.7 | 100 | 2,270.00 |
| 257 | Innerduct plugging, 1 or 1 1/4-inch " innerduct | Jackmoon | 10D104U | ea | 4.33 | 10 | 43.30 |
| 258 | Duct plugging, 4" conduit | Condux | 8067840 | ea | 20.99 | 10 | 209.90 |
| 259 | Cable bonding shield | 3M | 4460 | ea | 4.74 | 10 | 47.40 |
| 260 | D-ring | AllenTel | GB13A | ea | 8.08 | 100 | 808.00 |
| | Zoned Cabling Subsystem (ZCS) Assemblies | | | | | | |
| 261 | 24 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 262 | 24 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-CM24 | ea | 1,512.84 | 1 | 1,512.84 |
| 263 | 48 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 264 | 48 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-CM24 | ea | 1,512.84 | 1 | 1,512.84 |
| 265 | 72 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 266 | 72 port capacity, Active, above “drop ceiling” mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-CM24 | ea | 1,512.84 | 1 | 1,512.84 |
| 267 | 24 port capacity, Active, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all mounting hardware and | Holocom | AGW-CM24 | ea | 369.53 | 1 | 369.53 |

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|---|---|---|---|---|---|---|---|
| | cable management | | | | | | |
| 268 | 24 port capacity, Active, flush or surface wall mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-WMH-COM | ea | 520.36 | 1 | 520.36 |
| 269 | 48 port capacity, Active, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | AGW-WMH-COM | ea | 520.36 | 1 | 520.36 |
| 270 | 48 port capacity, Active, flush or surface wall mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-WMH-COM | ea | 520.36 | 1 | 520.36 |
| 271 | 72 port capacity, Active, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | AGW-WMH-COM | ea | 520.36 | 1 | 520.36 |
| 272 | 72 port capacity, Active, flush or surface wall mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | AGW-WMH-COM | ea | 520.36 | 1 | 520.36 |
| 273 | 24 port capacity, Active, top of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 274 | 48 port capacity, Active, top of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 275 | 72 port capacity, Active, top of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable | Holocom | Not Available | ea | 0 | 1 | 0 |

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|---|---|---|---|---|---|---|---|
| | management | | | | | | |
| 276 | 24 port capacity, Active, side of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | Side Mount Gateway | ea | 1,246.48 | 1 | 1,246.48 |
| 277 | 48 port capacity, Active, side of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | Side Mount Gateway | ea | 1,246.48 | 1 | 1,246.48 |
| 278 | 72 port capacity, Active, side of modular furniture mounted ZCS Enclosure, with cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 279 | 24 port capacity, Passive, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | PGW-CM24-PP | ea | 1,182.55 | 1 | 1,182.55 |
| 280 | 48 port capacity, Passive, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | PGW-CM24-PP | ea | 1,182.55 | 1 | 1,182.55 |
| 281 | 72 port capacity, Passive, above “drop ceiling” mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | PGW-CM24-PP | ea | 1,182.55 | 1 | 1,182.55 |
| 282 | 24 port capacity, Passive, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | AGW-WM-COM | ea | 1,639.58 | 1 | 1,639.58 |
| 283 | 48 port capacity, Passive, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all | Holocom | AGW-WM-COM | ea | 457.03 | 1 | 457.03 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | mounting hardware and cable management | | | | | | |
| 284 | 72 port capacity, Passive, flush or surface wall mounted ZCS Enclosure, without cooling fan, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 285 | 24 port capacity, Passive, top of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Gateway #1 | ea | 534.56 | 1 | 534.56 |
| 286 | 48 port capacity, Passive, top of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Gateway #2 | ea | 740.54 | 1 | 740.54 |
| 287 | 72 port capacity, Passive, top of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| 288 | 24 port capacity, Passive, side of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Gateway #3 | ea | 552.06 | 1 | 552.06 |
| 289 | 48 port capacity, Passive, side of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Gateway #4 | ea | 653.04 | 1 | 653.04 |
| 290 | 72 port capacity, Passive, side of modular furniture mounted ZCS Enclosure, with all mounting hardware and cable management | Holocom | Not Available | ea | 0 | 1 | 0 |
| | **Base labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson** | | | | | | |
| 291 | Installer, cable pulling | Labor | Per hr | 23 | 100 | 2.300.00 | |
| 292 | Service Technician | Labor | Per hr | 35 | 100 | 3,500.00 | |
| 293 | Low Voltage Technician | Labor | Per hr | 32 | 100 | 3,200.00 | |
| 294 | Structured Cable, termination, testing, | Labor | Per hr | 32 | 100 | 3,200.00 | |

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|---|---|---|---|---|---|---|---|
| | certification Technician | | | | | | |
| 295 | Fiberoptic Cable, termination, testing, certification Technician | Labor | Per hr | 35 | 10 | 350.00 | |
| 296 | Fiber Optic Technician | Labor | Per hr | 32 | 10 | 320.00 | |
| 297 | Lead Foreman | Labor | Per hr | 38 | 10 | 380.00 | |
| 298 | Project Manager | Labor | Per hr | 42 | 10 | 420.00 | |
| 299 | CAD Drafter | Labor | Per hr | 45 | 10 | 450.00 | |
| | **Overtime labor rates, including local trip charges and per diem - with n 60 miles from center of Phoenix or Tucson** | | | | | | |
| 300 | Installer, cable pulling | Labor | Per hr | 34 | 100 | 3,400.00 | |
| 301 | Service Technician | Labor | Per hr | 48 | 100 | 4,800.00 | |
| 303 | Low Voltage Technician | Labor | Per hr | 46 | 100 | 4,600.00 | |
| 304 | Structured Cable, termination, testing, certification Technician | Labor | Per hr | 46 | 100 | 4,600.00 | |
| 305 | Fiberoptic Cable, termination, testing, certification Technician | Labor | Per hr | 48 | 10 | 480 | |
| 306 | Fiber Optic Technician | Labor | Per hr | 46 | 10 | 460 | |
| 307 | Lead Foreman | Labor | Per hr | 53 | 10 | 530 | |
| 308 | Project Manager | Labor | Per hr | 56 | 10 | 560 | |
| 309 | CAD Drafter | Labor | Per hr | 60 | 10 | 600 | |
| 310 | Trip charge, preauthorized, if between 60 and 120 miles from the center of Phoenix or Tucson, per technician[1] | Labor | Trip | 40 | 10 | 400 | |
| 311 | Trip charge, preauthorized, if between 121 and 180 miles from the center of Phoenix or Tucson, per technician1 | Labor | Trip | 60 | 10 | 600 | |
| 313 | Trip charge, preauthorized, if greater than 180 miles from the center of Phoenix or Tucson, per technician1 | Labor | Trip | 120 | 10 | 1,200.00 | |

[1] When overnight stay is required for work that is pre-authorized and requires a trip charge (greater than 60 miles from center of Phoenix or Tuscon) then the Buyer will reimburse Contractor "the trip charge rate" plus up to a maximum of 100% of AZ State per diem for overnight stay.

| | **Table 2, OUTSIDE PLANT UNIT PRICE SHEET** | | | | | | |
|---|---|---|---|---|---|---|---|
| **No.** | **Description (All Items Complete per Specifications)** | **Mfgr** | **Mfgr Part No.** | **Unit** | **Unit-Price ($)** | **Base-Offer QTY** | **Total Price** |
| | **Multi pair copper cables (OSP cable pricing assumes clear conduits are available)** | | | | | | |
| 1 | 1-ea. 25 pair plenum feed cable, installed | General | 2131256 | Ft | 1.08 | 1000 | 1,080.00 |
| 2 | 1-ea. 50 pair plenum feed cable, installed | General | 2131376 | Ft | 1.62 | 1000 | 1,620.00 |
| 3 | 1-ea. 100 pair plenum feed cable, installed | General | 2131377 | Ft | 2.55 | 1000 | 2,550.00 |
| 4 | 1-ea. 300 pair plenum feed cable, installed | Mohawk | M57211 | Ft | 8.7 | 1000 | 8.700.00 |
| 5 | 1-ea. 12 pair OSP PE-89 cable, installed | Essex | DP-12P24-AL-89-ESS | Ft | 0.9 | 1000 | 900.00 |
| 6 | 1-ea. 25 pair OSP PE-89 cable, installed | Essex | DB-25P24-AL-89-ESS | Ft | 1 | 1000 | 1,000.00 |
| 7 | 1-ea. 50 pair OSP PE-89 cable, installed | Essex | DB-50P24-AL-89-ESS | Ft | 1.26 | 1000 | 1,260.00 |
| 8 | 1-ea. 100 pair OSP PE-89 cable, installed | Essex | DB-10024-AL-89-ESS | Ft | 1.73 | 1000 | 1,730.00 |
| 9 | 1-ea. 200 pair OSP PE-89 cable, installed | Essex | DB200P24-AL-89-ESS | Ft | 2.55 | 1000 | 2,550.00 |
| 10 | 1-ea. 300 pair OSP PE-89 cable, installed | Essex | DB300P24-AL-89-ESS | Ft | 3.25 | 1000 | 3,250.00 |
| 11 | 1-ea. 400 pair OSP PE-89 cable, installed | Essex | DB400P24-AL-89-ESS | Ft | 4.14 | 1000 | 4,140.00 |
| 12 | 1-ea. 600 pair OSP PE-89 cable, installed | Essex | DB600P24-AL-89-ESS | Ft | 5.73 | 1000 | 5,730.00 |
| 13 | 1-ea. 1200 pair OSP PE-89 cable, installed | Essex | DB1200P24-AL-89-ESS | Ft | 10.27 | 1000 | 10,270.00 |
| 14 | 1-ea. 1800 pair OSP PE-89 cable, installed | Essex | DP1800P24-AL-89-ESS | Ft | 16.05 | 1000 | 16,050.00 |
| | **Fiberoptic cables, Innerduct, LIUs, splices & connectors (Fiber Prices shall not include innerduct)** | | | | | | |
| 15 | 1-ea. 4 strand 50/125 multimode OSP, installed | Berktek | OPD004LB3515/55 | Ft | 1.3 | 1000 | 1,300.00 |
| 16 | 1-ea. 6 strand 50/125 multimode OSP, installed | Berktek | OPD006LB3515/55 | Ft | 1.51 | 1000 | 1,510.00 |
| 17 | 1-ea. 12 strand 50/125 multimode OSP, installed | Berktek | OPD012LB3515/55 | Ft | 1.81 | 1000 | 1,810.00 |
| 18 | 1-ea. 24 strand 50/125 multimode OSP, installed | Berktek | OPDD6B024LB3515/55 | Ft | 2.87 | 1000 | 2,870.00 |

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|---|---|---|---|---|---|---|---|
| 19 | 1-ea. 48 strand 50/125 multimode OSP, installed | Berktek | OPDD12B048 LB3515/55 | Ft | 4.77 | 1000 | 4,770.00 |
| 20 | 1-ea. 4 strand 62.5/125 multimode OSP, installed | Berktek | OPD004CB35 10/25 | Ft | 1.32 | 1000 | 1,320.00 |
| 21 | 1-ea. 6 strand 62.5/125 multimode OSP, installed | Berktek | OPD006CB35 10/25 | Ft | 1.34 | 1000 | 1,340.00 |
| 22 | 1-ea. 12 strand 62.5/125 multimode OSP, installed | Berktek | OPD012CB35 10/25 | Ft | 1.78 | 1000 | 1,780.00 |
| 23 | 1-ea. 24 strand 62.5/125 multimode OSP, installed | Berktek | OPDD6B024CB35 10/25 | Ft | 2.92 | 1000 | 2,920.00 |
| 24 | 1-ea. 48 strand 62.5/125 multimode OSP, installed | Berktek | OPDD12B048 CB3610/25 | Ft | 4.84 | 1000 | 4,840.00 |
| 25 | 1-ea. 4 strand single mode OSP, installed | Berktek | OPD004AB05 04 | Ft | 1.03 | 1000 | 1,030.00 |
| 26 | 1-ea. 6 strand single mode OSP, installed | Berktek | OPD006AB05 04 | Ft | 1.05 | 1000 | 1,050.00 |
| 27 | 1-ea. 12 strand single mode OSP, installed | Berktek | OPD012AB05 04 | Ft | 1.19 | 1000 | 1,190.00 |
| 28 | 1-ea. 24 strand single mode OSP, installed | Berktek | OPD6B024AB 0504 | Ft | 1.67 | 1000 | 1,670.00 |
| 29 | 1-ea. 48 strand single mode OSP, installed | Berktek | OPD12B048A B0504 | Ft | 2.32 | 1000 | 2,320.00 |
| 30 | 1-ea. 24/12 Strand 50/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD6B036-24LB3515/55-012AB0504 | Ft | 3.41 | 1000 | 3,410.00 |
| 31 | 1-ea. 48/24 Strand 50/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD12B072-48LB3515/55-24AB0504 | Ft | 5.32 | 1000 | 5,320.00 |
| 32 | 1-ea. 96/24 Strand 50/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD12B120-96LB3515/55-024AB0504 | Ft | 9.83 | 1000 | 9,830.00 |
| 33 | 1-ea. 24/12 Strand 62.5/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD6B036-24CB3510/25-012AB0504 | Ft | 3.57 | 1000 | 3,570.00 |
| 34 | 1-ea. 48/24 Strand 62.5/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD12B072-48CB3510/25-24AB0504 | Ft | 5.77 | 1000 | 5,770.00 |
| 35 | 1-ea. 96/24 Strand 62.5/125 MM/SM Fiber Optic composite OSP Feeder Cable, installed | Berktek | OPDD12B120-96CB3510/25-024AB0504 | Ft | 10.24 | 1000 | 10,240.00 |
| 36 | 1-ea. Innerduct, 1", non-rated, installed | Endot | ICE10031 21 02-50 | Ft | 0.71 | 1000 | 710.00 |
| 37 | 1-ea. Innerduct, 1", riser rated, installed | Carlon | DF4X1C-940 | Ft | 1.01 | 1000 | 1,010.00 |
| | 1-ea. Innerduct, 1", plenum rated, installed | Carlon | CF4X1-250 | Ft | 2.57 | 1000 | 2,570.00 |
| 38 | Install non-corrosive pull rope in 1" innerduct | Arnco | DLWP12S-1000 | Ft | 0.43 | 1000 | 430.00 |

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|---|---|---|---|---|---|---|---|
| 39 | 1-ea. Innerduct, 1", PE rated for OSP, with a 1/4" non-corrosive pull rope, installed | Carlon | AF4X1A-2700 | Ft | 0.76 | 1000 | 760.00 |
| 40 | 1-ea. Innerduct, 1.25", PE rated for OSP, with a 1/4" non-corrosive pull rope, installed | Carlon | AW4X1A-5000 | Ft | 3.22 | 1000 | 3,220.00 |
| 41 | Coupler, fiber, ST, 50/62.5 multimode, installed, and certified for either 50 or 62.5 | Avaya | 700004864 | ea | 8.45 | 100 | 845.00 |
| 42 | Coupler, fiber, ST, singlemode, installed, and certified | Avaya | 700011133 | ea | 13.63 | 100 | 1,363.00 |
| 43 | Coupler, fiber, SC, 50/62.5 multimode, installed, and certified for either 50 or 62.5 | Avaya | 700004807 | ea | 13.44 | 100 | 1,344.00 |
| 44 | Coupler, fiber, SC, singlemode, installed, and certified | Avaya | 700004807 | ea | 13.44 | 100 | 1,344.00 |
| 45 | 12 port wall mount LIU, installed | Ortronics | OR-615SMFC-12P | ea | 60.9 | 10 | 609.00 |
| 46 | 24 port wall mount LIU, installed | Ortronics | OR-615SMFC-24P | ea | 129.1 | 10 | 1,291.10 |
| 47 | 12 port rack mount LIU, 19", installed | Ortronics | OR-615MMC-36P-00 | ea | 174.71 | 10 | 1,747.10 |
| 48 | 24 port rack mount LIU, 19", installed | Ortronics | OR-615MMC-36P-00 | ea | 188.42 | 10 | 1,884.20 |
| 49 | 48 port rack mount LIU, 19", installed | Ortronics | OR-61500014-00 | ea | 261.3 | 10 | 2,613.00 |
| 50 | 72 port rack mount LIU, 19", installed | Ortronics | OR-61500014-00 | ea | 288.72 | 10 | 2,887.20 |
| 51 | Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - inside plant - ST | Avaya | 700004328 | ea | 25.7 | 100 | 2,570.00 |
| 52 | Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - inside plant - SC | Avaya | 700007024 | ea | 29.01 | 100 | 3,901.00 |
| 53 | Terminate, test and certify single Mode fiberoptic cable - inside plant - ST | Avaya | 700011067 | ea | 29.07 | 100 | 2,907.00 |
| 54 | Terminate, test and certify single Mode fiberoptic cable - inside plant - SC | Avaya | 700006976 | ea | 44.03 | 100 | 4,403.00 |
| 55 | Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - OSP - ST | Avaya | 700004328 | ea | 27.2 | 100 | 2,720.00 |
| 56 | Terminate, test and certify 50/62.5 multi-mode fiberoptic cable - OSP - SC | Avaya | 700004324 | ea | 30.51 | 100 | 3,051.00 |
| 57 | Terminate, test and certify single Mode fiberoptic cable - OSP - ST | Avaya | 700011067 | ea | 35.07 | 100 | 3,507.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 58 | Terminate, test and certify single Mode fiberoptic cable - OSP - SC | Avaya | 700006976 | ea | 42.53 | 100 | 4,253.00 |
| 59 | Splice, 50/62.5 multimode, OSP | N/A | | ea | 52.5 | 100 | 5,250.00 |
| 60 | Splice, singlemode, OSP | N/A | | ea | 52.5 | 100 | 5,250.00 |
| | **Relay racks, ladder rack, cabinets, rack / cabinet accessories & grounding** | | | | | 10 | |
| 61 | Rack, 19", 7' without vertical wire mgt, installed | CPI | 55053-503 | ea | 165.27 | 10 | 1,652.70 |
| 62 | Cabinet, 19" floor mount, w/o fan, filters, power strips, vertical wire mgt, installed | CPI | 11038-707 | ea | 1,689.41 | 10 | 16,894.10 |
| 63 | Cable ladder, 18" wide, installed | CPI | 10250-718 | Ft | 3.96 | 10 | 39.60 |
| 64 | Wall angle support, for cable ladder, 18", installed | CPI | 11421-718 | ea | 23.57 | 10 | 235.70 |
| 65 | Rack to rung kit, for cable ladder, 18", installed | CPI | 10595-718 | ea | 52.01 | 10 | 520.10 |
| 66 | Cable ladder, 12" wide, installed | CPI | 10250-712 | Ft | 3.9 | 10 | 39.00 |
| 67 | Wall angle support, for cable ladder, 12", installed | CPI | 11421-712 | ea | 22.04 | 10 | 220.40 |
| 68 | Rack to rung kit, for cable ladder, 12", installed | CPI | 10595-712 | ea | 25.54 | 10 | 255.40 |
| 69 | Wall angle support, for cable ladder, 8", installed | CPI | 10250-709 | ea | 8.12 | 10 | 81.20 |
| 70 | Rack to rung kit, for cable ladder, 8", installed | CPI | 10595-712 | ea | 25.54 | 10 | 255.40 |
| 71 | Rack coupler kits, swivel kits, or corner junctions, installed | CPI | 11301-001 | ea | 10.47 | 10 | 104.70 |
| 72 | Electrical power terminal strip, installed | Tripplite | IBAR-12 | ea | 118.11 | 10 | 1,181.10 |
| 73 | Ground bus bar, rack mount, installed | CPI | 10610-019 | ea | 35.57 | 10 | 355.70 |
| 74 | Ground bus bar, wall mount, installed | CPI | 10622-010 | ea | 104.13 | 10 | 1,041.30 |
| 75 | Backboard, fire-rated, 4' x 8' x 3/4", w/ 2-coats of fire retardant paint, installed | Various | | ea | 97.71 | 10 | 977.10 |
| 76 | Backboard, fire-rated, 4' x 8' x 3/4", w/ 0.030 thick galvanized steel ground plane, installed | Various | | ea | 99.86 | 10 | 998.60 |
| 77 | Wire, 6 AWG, stranded, green, per foot installed | Various | | ea | 1.2 | 10 | 12.00 |
| 78 | Ground lugs for AWG 6 copper, installed | Burndy | YA6C-LBOX | ea | 4.46 | 10 | 44.60 |

# Price Sheet

CONTRACT NO.: AD020193 - 014

VENDOR: Corporate Technology Solutions



**State Procurement Office**
100 N. 15th Ave
Suite 104
Phoenix, AZ 85007-3223

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **Patch panels, wire managers & voice termination blocks** | | | | | 10 | |
| 79 | 12 Port Category 5e patch panel, installed | Ortronics | OR-851004774 | ea | 53.58 | 10 | 535.80 |
| 82 | 24 Port Category 5e patch panel, installed | Ortronics | OR-851044265 | ea | 93.9 | 10 | 939.00 |
| 83 | 48 Port Category 5e patch panel, installed | Ortronics | OR-851004038 | ea | 182.83 | 10 | 1,828.30 |
| 84 | 60 Port Category 5e patch panel, installed | Ortronics | OR-851004916 | ea | 242.07 | 10 | 2,420.70 |
| 85 | 96 Port Category 5e patch panel, installed | Ortronics | OR-851004836 | ea | 434.65 | 10 | 4,346.50 |
| 86 | 12 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U24 | ea | 116.83 | 10 | 1,168.30 |
| 87 | 24 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U24 | ea | 116.83 | 10 | 1,168.30 |
| 88 | 48 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U48 | ea | 225.69 | 10 | 2,256.90 |
| 89 | 60 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U96 | ea | 439.5 | 10 | 4,395.00 |
| 90 | 96 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U96 | ea | 225.69 | 10 | 2,256.90 |
| 91 | Wall mount assembly for 12 port Category 5e/6 patch panel, installed | Ortronics | OR-604004396 | ea | 42.46 | 10 | 424.60 |
| 92 | Wall mount assembly for 24 port Category 5e/6 patch panel, installed | Ortronics | OR-604004396 | ea | 42.46 | 10 | 424.60 |
| 93 | Wall mount assembly for 48 port Category 5e/6 patch panel, installed | Ortronics | OR-604004396 | ea | 42.46 | 10 | 424.60 |
| 94 | Manager, vertical, 7', single sided, installed | Panduit | WMPV20 | ea | 148.21 | 10 | 1,482.10 |
| 95 | Horizontal wire manager, installed | Panduit | WMPF1 | ea | 44.17 | 10 | 441.70 |
| 96 | Vertical wire manager, 7', single sided, installed | Panduit | WMPV20 | ea | 148.21 | 10 | 1,482.10 |
| 97 | Vertical wire manager, 7', double sided, installed | Panduit | WMPV20 | ea | 148.21 | 10 | 1,482.10 |
| 98 | AT&T 110 Block, 100 pair, installed | Ortronics | OR-30203506 | ea | 29.1 | 10 | 291.00 |
| 99 | BIX Block, 100 pair, installed | Nordx/CDT | QMBIX100 | ea | 38.61 | 10 | 386.10 |
| 100 | M66 Block, 100 pair, installed | Siemon | S89B | ea | 17.43 | 10 | 174.30 |
| 101 | AT&T 110 Block, 300 pair, installed | Ortronics | OR-30203519 | ea | 64.53 | 10 | 645.30 |
| 102 | BIX Block, 300 pair, installed | Nordx/CDT | QMBIX12E | ea | 98.23 | 10 | 982.30 |
| 103 | M66 Block, 300 pair, installed | Siemon | S89B | ea | 52.29 | 10 | 522.90 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 104 | Fully Cross-Connect, label and test voice cable - at 110, BIX or M66 patch field | Various | | Pr | 2.1 | 1000 | 2,100.00 |
| | **OSP protection, OSP splicing** | | | | | 10 | |
| 105 | 25 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed | Circa | 1880ENA1/NSC-25G | ea | 116.1 | 10 | 1,161.00 |
| 106 | 100 pair protection unit, 110 in, 110 out or 66 in, 66 out, installed | Circa | 1880ENA1/NSC-100G | ea | 399.65 | 10 | 3,996.50 |
| 107 | Protector, solid state, installed | Circa | 3B1S-BAL | Pr | 2.6 | 10 | 26.00 |
| 108 | 25 pair splice modules, 710 type, installed | 3M | 3M710-SD1-25SD | ea | 22.13 | 10 | 221.30 |
| 109 | Terminate and test OSP cable to protection unit | N/A | | Pr | 0.51 | 1000 | 510.00 |
| 110 | Splice and test OSP cable | N/A | | Pr | 0.75 | 1000 | 750.00 |
| 111 | Splice and Test OSP copper cable with splice enclosure, flag markers and labeling | N/A | 3M710-SD1-25SD | Pr | 1.42 | 1000 | 1,420.00 |
| | **Other** | | | | | 10 | |
| 112 | Power pole, for 8' ceiling height, installed | Wiremold | 30TP-2V | ea | 185.78 | 10 | 1,857.80 |
| 113 | Power pole, for 10' ceiling height, installed | Wiremold | 30TP-2V | ea | 185.78 | 10 | 1,857.00 |
| 114 | Surface mount raceway, decorator style, category, sized for min. of 8-ea cat-5e/6 cables, installed | Panduit | LD10IW6-A | Ft | 2.67 | 10 | 26.70 |
| 115 | Surface mount box, single gang, installed | Ortronics | OR-40300185 | ea | 14.84 | 10 | 148.40 |
| 116 | Surface mount box, double gang, installed | Ortronics | OR-40300186 | ea | 15.31 | 10 | 153.10 |
| 117 | Poke-throughs, Supply And Install (Include concrete coring and firestop) | Hubbell | HPWPT7FSL | ea | 231.14 | 10 | 2,311.40 |
| 118 | Conduit bushing, 1”-4”, provide and install | Arlington | EMT100 | ea | 10.73 | 10 | 107.30 |
| 119 | Floor penetration, 4”, w/ firestop | Sub/3M | N/A | ea | 147.7 | 10 | 1,477.00 |
| 120 | Wall, exterior, penetration, 4”, w/ firestop | Sub/3M | N/A | ea | 176.27 | 10 | 1,762.70 |
| 121 | Firestop bags, per bag installed | SCI | SSB36 | | 20 | 10 | 200.00 |
| 122 | Innerduct plugging, 1 or 1 1/4-inch " innerduct | Jackmoon | 10D104U | ea | 7.54 | 100 | 754.00 |
| 123 | Duct plugging, 4" conduit | Condux | 8067840 | ea | 18.59 | 100 | 1,859.00 |
| 124 | Cable bonding shield | 3M | 4460 | ea | 4.74 | 100 | 474.00 |
| 125 | D-ring | Allen Tel | GB13A | ea | 8.08 | 10 | 80.80 |
| | **OSP COAX Cabling** | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 126 | RG11, OSP rated, installed, labeled, w/o termination | Belden | 1525A | Ft | 86.33 | 10 | 863.30 |
| 127 | Terminate & Test RG-11 Coax, 2-ends | Gilbert Eng. | | ea | 24.1 | 10 | 241.00 |
| | **Base labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson** | | | | | 10 | |
| 128 | OSP Installer, cable pulling | Labor | | Per hr | 25 | 100 | 2,500.00 |
| 129 | OSP Service Technician | Labor | | Per hr | 36 | 100 | 3,600.00 |
| 130 | Low Voltage Technician | Labor | | Per hr | 32 | 10 | 320.00 |
| 131 | OSP Copper Cable, termination, testing, certification Technician | Labor | | Per hr | 36 | 10 | 360.00 |
| 132 | OSP Fiberoptic Cable, termination, testing, certification Technician | Labor | | Per hr | 36 | 10 | 360.00 |
| 133 | OSP Fiber Optic Technician | Labor | | Per hr | 40 | 10 | 400,00 |
| 134 | OSP Cable Splicer | Labor | | Per hr | 42 | 10 | 420.00 |
| 135 | Lead Foreman | Labor | | Per hr | 38 | 10 | 380.00 |
| 136 | Project Manager | Labor | | Per hr | 42 | 10 | 420.00 |
| 137 | CAD Drafter | Labor | | Per hr | 45 | 10 | 450.00 |
| | | | | | | | |
| | **Overtime labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson** | | | | | | |
| 138 | OSP Installer, cable pulling | Labor | | Per hr | 36 | 100 | 3,600.00 |
| 139 | OSP Service Technician | Labor | | Per hr | 52 | 100 | 5,200.00 |
| 140 | Low Voltage Technician | Labor | | Per hr | 46 | 10 | 460.00 |
| 141 | OSP Copper Cable, termination, testing, certification Technician | Labor | | Per hr | 52 | 10 | 520.00 |
| 142 | OSP Fiberoptic Cable, termination, testing, certification Technician | Labor | | Per hr | 52 | 10 | 520.00 |
| 143 | OSP Fiber Optic Technician | Labor | | Per hr | 56 | 10 | 560.00 |
| 144 | OSP Cable Splicer | Labor | | Per | 58 | 10 | 580.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | hr | | | |
| 145 | Lead Foreman | Labor | | Per hr | 54 | 10 | 540.00 |
| 146 | Project Manager | Labor | | Per hr | 58 | 10 | 580.00 |
| 147 | CAD Drafter | Labor | | Per hr | 60 | 10 | 600.00 |
| 148 | Trip charge, preauthorized, if between 60 and 120 miles from the center of Phoenix or Tucson, per technician[1] | Labor | | Trip | 32 | 10 | 320.00 |
| 149 | Trip charge, preauthorized, if between 121 and 180 miles from the center of Phoenix or Tucson, per technician1 | Labor | | Trip | 64 | 10 | 640.00 |
| 150 | Trip charge, preauthorized, if greater than 180 miles from the center of Phoenix or Tucson, per technician1 | Labor | | Trip | 96 | 10 | 960.00 |
| | [1] When overnight stay is required for work that is pre-authorized and requires a trip charge (greater than 60 miles from center of Phoenix or Tuscon) then the Buyer will reimburse Contractor "the trip charge rate" plus up to a maximum of 100% of AZ State per diem for overnight stay. | | | | | | |

# End of Contract AD020193-014 Document

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NETWORK INFRASTRUCTURE CORPORATION

[Scopes of Work]

See following pages.

A SPECIAL SYSTEMS INSTALLATION AND DESIGN COMPANY

## Project Name

City Hall to New Sport Complex
96SM Optical Fiber Installation

"Communication Cabling System"

# Presented To

City of Avondale

Mr. Michael Reese

# Scope of Work/Proposal

State Contract Number AD020193-014
Date:
07-23-2010


***Respectfully Submitted By:***
Scott Tubbs
Corporate Technology Solutions, LLC
1971 East 5th Street, Suite 111
Tempe, Arizona 85281
(480) 377 – 0225 Office
(480) 377 – 0228 Fax
AZ ROC 259799 L-67



RCDD ■ I.EEE ■ 802.3 ■ TIA/EIA ■ OSP ■ BICSI ■ NURSE CALL ■ TOPOLOGY ■ FIBER OPTICS ■ RCDD ■ BICSI ■ T568B IDF ■ NFPA ■ DESIGN ■ FIRE ALARM ■ CAT6 ■ BACKBONE ■ TELECOM ■ A/V INTEGRATION ■ MDF ■ OSHA ■ T568A INFORMATION TRANSPORT SYSTEMS ■ RISER SYSTEM ■ NEC SECURITY ■ WIRELESS ■ INTERCOM ■ CABLING ■ EQUIPMENT ROOM ■ COPPER ■ FCC ENTRANCE FACILITY ■ FLOOR PLAN ACCESS CONTROL ■ LABELING ■ DOCUMENTATION ■ BANDWIDTH ■ PATHWAY ■ FREQUENCY ■ MHz ■ BASIC LINK ■ SPACES ■ GROUNDING RACEWAY ■ PERMANENT LINK ■ RCDD ■ INTERCOM ■ CABLE TRAY SUPPORT STRUCTURE ■ PROTECTION RAISED FLOOR ■ DATA CENTER AUTOMATION ■ SPLICING ■ CODES ■ STANDARDS ■ PAGING ■ OTDR TESTING ■ CHANNEL ■ LINK LOSS ■ INTERBUILDING ■ SEGMENT ■ VAULT RCDD ■ I.EEE ■ 802.3 ■ TIA/EIA ■ OSP ■ BICSI ■ ENGINEERING ■ TOPOLOGY ■ FIBER OPTICS ■ RCDD ■ BICSI ■ T568B IDF ■ NFPA ■ DESIGN ■ FIRESTOP ■ CAT6 ■ BACKBONE ■ TELECOM ■ A/V INTEGRATION ■ MDF ■ OSHA ■ T568A INFORMATION TRANSPORT SYSTEM ■ SOLUTIONS ■ RISER SYSTEM ■ NEC SECURITY ■ WIRELESS ■ INTERCOM EQUIPMENT ROOM ■ COPPER ■ FCC ENTRANCE FACILITY ■ FLOOR PLAN ACCESS CONTROL ■ LABELING ■ NEC DOCUMENTATION ■ WIRELESS ■

## SCOPE OF WORK

### Fiber and Copper Backbone Systems

- CTS will provide and install (1) 2" – 3 Cell inner duct from the City Hall server room to the new City of Avondale sports complex.
- CTS will provide and install (1) 96 strand single mode fiber optic cable from the City Hall server room located on the second floor to the new Avondale Sports Complex. (per the provided prints)
- CTS will pre-test all 96 strands prior to installation to ensure that no fibers were damaged during shipping.
- CTS will provide the City of Avondale these test results for review prior to installation.
- CTS will provide and install (1) Corning Pentium 4U optical fiber cabinet in the server room with (8) LC 6 port duplex (12 fibers). This will be the termination point of the 96SM fiber in the server room.
- CTS will provide and install (1) Corning Pentium 4U optical fiber cabinet in the MDF room at the sports complex with (8) LC 6 port duplex (12 fibers). This will be the termination point of the 96SM fiber in the MDF room.
- CTS will provide and terminate each end of the 96SM utilizing a LC type connector.
- CTS will test the fiber cable in both directions utilizing a Fluke OTDR.
- CTS will provide the City of Avondale all test results prior to acceptance of the installation.
- CTS will label the fiber optic cable on each end and in each man hole. CTS will confirm labeling scheme prior to installation.
- **CTS will provide the City of Avondale complete as-built drawings with 10 working days after acceptance.**

## PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 60 days unless otherwise noted.

Due to current market conditions out of our control CTS can only hold copper cable pricing for 30 days. CTS can provide written documentation from our suppliers to verify this condition.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

Project delays outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer.

No costs for lift rental have been included in this proposal. If a lift is necessary due to non-typical working heights, additional costs will be passed on to the customer.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Main building ground attachment is to be provided by others.

Phone Systems, Network Devices, Active Equipment are not included unless otherwise stated in the scope of work.

Patch Cords are not included unless otherwise stated in the scope of work.

Control Components are NOT included in this proposal as directed. It is the assumption that the owner will provide its own system to perform the functions as needed.

Work is to be performed during normal working hours between 7 AM and 4 PM.

## COSTS

| | Table 2, OUTSIDE PLANT UNIT PRICE SHEET | | | | | | |
|---|---|---|---|---|---|---|---|
| | Base labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson | | | | | 1 | |
| 128 | OSP Installer, cable pulling | Labor | | Per hr | 30.00 | 410 | 12,300.00 |
| 129 | OSP Service Technician | Labor | | Per hr | 36.00 | | 0.00 |
| 130 | Low Voltage Technician | Labor | | Per hr | 36.00 | | 0.00 |
| 131 | OSP Copper Cable, termination, testing, certification Technician | Labor | | Per hr | 36.00 | 94 | 3,384.00 |
| 132 | OSP Fiberoptic Cable, termination, testing, certification Technician | Labor | | Per hr | 36.00 | | 0.00 |
| 133 | OSP Fiber Optic Technician | Labor | | Per hr | 39.00 | | 0.00 |
| 134 | OSP Cable Splicer | Labor | | Per hr | 42.00 | | 0.00 |
| 135 | Lead Foreman | Labor | | Per hr | 39.00 | | 0.00 |
| 136 | Project Manager | Labor | | Per hr | 42.00 | 16 | 672.00 |
| 137 | CAD Drafter | Labor | | Per hr | 45.00 | 8 | 360.00 |
| | Misc Items | | | | | 1 | |
| 1001 | 2" 3-cell innerduct (material only) | Maxcell | MXD2003XX-5300 | lf | 2.24 | 6,500 | 14,560.00 |
| 1002 | 96SM OSP fiber optic cable (material only) | Draka | F-ETH1JKT-12E6-096 | lf | 0.84 | 6,500 | 5,460.00 |
| 1003 | 4U fiber cabinets w/couplers (material only) | Corning | PCH-04U | ea | 1058.00 | 2 | 2,116.00 |
| 1004 | Single mode LC Connectors (material only) | Corning | 95-201-98SP | ea | 8.60 | 144 | 1,238.40 |
| 1005 | 12 strand fan out kits (material only) | Corning | FAN-BT25-12 | ea | 16.65 | 16 | 266.40 |
| 1006 | LC -LC 1M patch cords | Cable X | 1MSMLCLC | ea | 25.30 | 12 | 303.60 |
| 1007 | Traffic control (labor only) | Trafficade | N/A | ls | 1200.00 | 1 | 1,200.00 |
| | | | | | Sub Total | | 41,860.40 |
| | | | | | Taxes | | 2,394.41 |
| | | | | | Total | | 44,254.81 |

**Warranty Type:** 25 Year

**Payment Terms:** Net 30

**Material:** FOB – Project Site

**Tax:** Included in Project Costs

A SPECIAL SYSTEMS INSTALLATION AND DESIGN COMPANY

## Project Name

American Sports Complex

"Communication Cabling System"

# Presented To

City of Avondale

Mr. Michael Reese

# Scope of Work/Proposal

State Contract Number AD020193-014

Due Date:
***07-23-2010***


***Respectfully Submitted By:***
Scott Tubbs
Corporate Technology Solutions, LLC
1971 East 5th Street, Suite 111
Tempe, Arizona 85281
(480) 377 – 0225 Office
(480) 377 – 0228 Fax
AZ ROC 259799 L-67



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**SCOPE OF WORK**

## Above Ceiling Cable Support System

### J-Hook Installation

| | |
|---|---|
| Manufacture | Tamarco |
| Color | N/A |
| Size(s) | 2” |

- Provide and Install approximately (100) 2” j-hooks to support the horizontal cabling infrastructure.
- Provide and Install approximately (100) ¼” rod j-hooks supports.
- Provide and Install all necessary attachment hardware to meet all applicable industry standards and codes.

## Horizontal Cabling Infrastructure

### Work Area Cabling Data and Voice

| | |
|---|---|
| Manufacture | Berk Tek |
| Data Cable | Lanmark 1000 CAT 6 |
| Voice Cable | N/A |

- Provide and Install (34) Category (6) 4PR UTP (Plenum) cable(s) to approximately (25) locations. The standard outlet will consist of (2) data cable(s) and (0) voice cable(s). Note: Each work area may consist of various configurations of data and voice cable(s) as designated on the floor plans and are broken down as follows:

| | |
|---|---|
| Project Name | American Sports Center - Tele/Data Cabling |
| Customer Name | City of Avondale |
| Date | 5/17/2010 |
| Estimator | Scott Tubbs |

| Group | Description | Print # | TC Room | Qty (outlets) | Total cables per out | Outlet Data Cable | Outlet Voice Cable | Outlet CATV Cable | Total Data Cable | Total Voice Cable | Total CATV Cable | Cable Footage | Data Cable Total All | Voice Cable Total All | CATV Cable Total All |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1001 | 2D cables | G1.0 | MDF-021 | 9 | 2 | 2 | 0 | 0 | 18 | 0 | 0 | 185 | 3,330 | 0 | 0 |
| 1002 | 1D cables | G1.0 | MDF-021 | 16 | 1 | 1 | 0 | 0 | 16 | 0 | 0 | 185 | 2,960 | 0 | 0 |
| 1003 | Video drops | G1.0 | MDF-021 | 11 | 1 | 0 | 0 | 1 | 0 | 0 | 11 | 185 | 0 | 0 | 2,035 |
| | | | | 36 | | | | Totals | 34 | 0 | 11 | 555 | 6,290 | 0 | 2,035 |
| | | | | | | | | | | | | *Waste* | 629 | 0 | 204 |
| | | | | | | | | | | | | *Total* | 6,919 | 0 | 2,239 |

- Each data cable will home run to the MTC/TC equipment rack(s)
- Each voice cable will home run to the MTC/TC telecommunication main backboard(s).
- CTS will provide a 3' to 5' service loop at the work area neatly coiled above the ceiling or at nearest junction box where possible.
- CTS will provide a 7'-10' service loop in the MTC/TC room either above ceiling or in cable tray.
- All cable bundles in the MTC/TC rooms will have Velcro straps around the cables every 8-12". *Note: This only applies to new installations*.
- Category (6) Data cables in the equipment room will be terminated on Category (6) rack mount (48) port patch panels as needed utilizing the (T568B) wiring scheme.
- Provide and Install (1) (48) port rack mounted Category (6) patch panel(s) in TC room(021).

**Work Area Cabling CATV**

| | |
|---|---|
| Manufacture | Commscope |
| CATV Cable | RG-6 Quad shield |

- Provide and Install (11) RG-6 coaxial cable(s) to approximately (11) location(s). Each work area may consist of various configurations of data and video cable(s) as designated on the floor plans and our broken down as follows:

| Print/Description | Type | Qty | CATV Cable(s) | Control Cable(s) |
|---|---|---|---|---|
| G1.0 | CMP | 11 | 11 | 0 |

## Telecommunication Outlets

**Telecommunication Outlet (Faceplate)**

| | |
|---|---|
| Manufacture | Ortronics |
| Data Insert | CAT 6 blue |
| Voice Insert | N/A |
| Video Insert | RG-6 F-Conn |

- Office/Flush Mount - The telecommunications faceplate will be a (2) port configuration. Color – (white)
- Modular Furniture - The telecommunications faceplate will be a 2-4 port configuration. Color – (white)
- Unused ports will have a blank insert installed.

- Category (6) data cables at the work area will be terminated on single CAT (6) inserts as needed, utilizing the TIA/EIA 568B wiring scheme.
- (RG-6) coaxial cables at the work are location will be terminated utilizing compression type fittings unless otherwise noted.

**Patch Cords Work Area**

- Provide (36) 10' (TYPE) patch cords. Color – (blue)

**Patch Cords MTC/TC**

- Provide (10) 3' (TYPE) patch cords. Color – (Blue)
- Provide (10) 5' (TYPE) patch cords. Color – (Blue)
- Provide (16) 7' (TYPE) patch cords. Color – (IBlue)

## Telecommunication Room Build Outs

**Main Telecommunication Room**

| | |
|---|---|
| Cable Tray Manufacture | CPI |
| Rack/Cabinet Manufacture | CPI/APC |

- Provide and Install (2) 7'HX19W" equipment racks – Color black
- Provide and Install (2) 7' vertical double sided wire managers to facilitate vertical cable management.
- Provide and Install (1) horizontal double sided wire managers to facilitate and manage work area patch cords.
- Provide and Install (2) APC NetShelter SX 42U cabinets with casters/fan kits.
- Provide and Install approximately (50) feet of 12" cable tray – Black
- Provide and Install (4) wall angle end support brackets to support the cable tray – Black
- Provide and Install (4) triangular wall brackets to support the cable tray – Black
- Provide and install (4) rack top plates to secure the rack to the cable tray – Black
- Provide and Install required misc hardware.

## Grounding

- Provide and Install (1) 4”X10” copper wall mount bus bar in each MTC/TC room.
- The cable tray will be grounded together at all junctions (unless otherwise noted by the manufacture) with a copper ground strap to provide to the isolated ground bus bar.
- The equipment rack(s) will be grounded with a # 6 insulated ground wire to the isolated ground bar.
- The general contractor and/or customer will be responsible for providing CTS with an approved building ground that meets all applicable industry standards and local, state and federal codes in each MTC and TC room(s).

**Exclusions**

- Building ground connections
- Work Area conduit, back boxes, floor boxes
- Pull Strings in all conduits
- Conduit bushing and/or conduit end connectors
- Telephone System, Computers, Hubs, Switched, Routers and any related electronic equipment or software

## PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 60 days unless otherwise noted.

Due to current market conditions out of our control CTS can only hold copper cable pricing for 30 days. CTS can provide written documentation from our suppliers to verify this condition.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

Project delays outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer.

No costs for lift rental have been included in this proposal. If a lift is necessary due to non-typical working heights, additional costs will be passed on to the customer.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes,

not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Main building ground attachment is to be provided by others.

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Patch Cords are not included unless otherwise stated in the scope of work.

Control Components are NOT included in this proposal as directed. It is the assumption that the owner will provide its own system to perform the functions as needed.

Work is to be performed during normal working hours between 7 AM and 4 PM.

# COSTS

| | Table 1 - INSIDE PLANT UNIT PRICE SHEET | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Description (All Items Complete per Specifications) | Mfgr | Mfgr Part No. | Unit | Unit-Price ($) | Base-Offer QTY | Total Price |
| | Horizontal station cable runs, copper, voice, data & video (pricing with universal workstation outlets and without patch panel) | | | | | | |
| 17 | 1-ea. category 6 cable, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 109.13 | 16 | 1,746.08 |
| 18 | 2-ea. category 6 cables, 150' average, installed, labeled, tested and certified | Berktek/ Ortronics | 10032092 | ea | 204.33 | 9 | 1,838.97 |
| 25 | Unit cost to add or subtract from 150' long category 6 cable, installed | Berktek | 10032092 | Ft | 0.55 | 1190 | 654.50 |
| | Video cables (priced w/o video patch panel) | | | | | 10 | |
| 26 | 1-ea. RG-6 coax, plenum rated, 150' long, installed, labeled, w/o termination | Belden | 9116P8771000 | ea | 137.74 | 11 | 1,515.14 |
| 28 | Terminate & test RG-6 Coax, 2-ends, type F | Gilbert Eng. | | ea | 11.85 | 11 | 130.35 |
| 32 | Unit cost to add or subtract from 150' long RG-6 coax cable, installed | Belden | 9116P8771000 | Ft | 0.75 | 385 | 288.75 |
| | Copper and fiber patch cables | | | | | | |
| 90 | Patch cord, cat 6, 6' | ACM | DPCL66FT | ea | 4.75 | 36 | 171.00 |
| 92 | Patch cord, cat 6, 10' | ACM | DPCL610FT | ea | 5.5 | 36 | 198.00 |
| | Relay racks, ladder rack, cabinets, rack / cabinet accessories & grounding | | | | | | |
| 175 | Rack, 19", 7' without vertical wire mgt, installed | CPI | 55053-503 | ea | 178.91 | 2 | 357.82 |
| 176 | Cabinet, 19" floor mount, w/o fan, filters, power strips, vertical wire mgt, installed | APC | AR3100 | ea | 1727.89 | 2 | 3,455.78 |
| 180 | Cable ladder, 12" wide, installed | CPI | 10250-712 | Ft | 11.28 | 50 | 564.00 |
| 181 | Wall angle support, for cable ladder, 12", installed | CPI | 11421-712 | ea | 27.78 | 4 | 111.12 |
| 182 | Rack to rung kit, for cable ladder, 12", installed | CPI | 10595-712 | ea | 32.1 | 2 | 64.20 |
| 190 | Ground bus bar, wall mount, installed | CPI | 10622-010 | ea | 88.16 | 1 | 88.16 |
| 193 | Wire, 6 AWG, stranded, green, per foot installed | Various | THHN-6STR-GRN | ea | 1.91 | 50 | 95.50 |
| 194 | Ground lugs for AWG 6 copper, installed | Burndy | YA6C-LBOX | ea | 4.11 | 8 | 32.88 |
| | Patch panels, wire managers & voice termination blocks | | | | | | |
| 202 | 48 Port Category 6 patch panel, installed | Ortronics | OR-PHD66U48 | ea | 276.2 | 1 | 276.20 |
| 209 | Horizontal wire manager, installed | CPI | 30530-719 | ea | 61.73 | 1 | 61.73 |
| 211 | Vertical wire manager, 7', double sided, installed | CPI | 14831-703 | ea | 225.32 | 3 | 675.96 |
| | Other | | | | | | |
| 247 | Universal Workstation Outlet w/ 1-Cat 6 socket, supply and install | Ortronics | OR-40300545 | ea | 15.39 | 16 | 246.24 |
| 248 | Universal Workstation Outlet w/ 2-Cat 6 sockets, supply and install | Ortronics | OR-40300545 | ea | 23.85 | 9 | 214.65 |
| | Base labor rates, including local trip charges and per diem - within 60 miles from center of Phoenix or Tucson | | | | | | |
| 297 | Lead Foreman | Labor | Per hr | 39.00 | 40 | 1560.00 | 1,560.00 |
| 298 | Project Manager | Labor | Per hr | 42.00 | 20 | 840.00 | 840.00 |
| 299 | CAD Drafter | Labor | Per hr | 45.00 | 4 | 180.00 | 180.00 |
| | Misc Items | | | | | | |
| | Fan kits cabinet | APC | AR3100 FAN KIT | ea | 325.00 | 2 | 650.00 |
| | Lift Rental | United | N/A | ea | 175.00 | 3 | 525.00 |
| | | | | | | Sub Total | 16,542.03 |
| | | | | | | Taxes | 946.20 |
| | | | | | | Total | 17,488.23 |

**Warranty Type:** 25 Year

**Payment Terms:** Net 30

**Material:** FOB – Project Site

**Tax:** Included in Project Costs

# CITY COUNCIL REPORT

**SUBJECT:**
Purchase Award - ASSI Security for Northwest Public Safety Facility

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Kevin Hinderleider, IT Director (623)333-5007

**THROUGH:** Charlie McClendon, City Manager

## PURPOSE:

Staff is requesting that the City Council approve the purchase and installation of security equipment for the Avondale Northwest Public Safety Facility from ASSI Security of Arizona in the amount of $52,035.40, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

## BACKGROUND:

The city entered into a contract (PSA# 12096) with ASSI Security of Arizona in February 2006 after issuing a request for proposals for security systems and related services.

## DISCUSSION:

This installation will provide the security equipment including badge readers, door contacts, and gate contacts. The Avondale Northwest Public Safety Facility security equipment is being purchased through ASSI Security of Arizona on the PSA# 12096 in the amount of $52,035.40.

## BUDGETARY IMPACT:

The Information Technology security equipment is funded from the $301,000 Information Technology budget set aside in the project budget for the Avondale Northwest Public Safety Facility. The security equipment will be purchased utilizing these funds in the amount of $52,035.40 from ASSI Security of Arizona utilizing the PSA# 12096.

## RECOMMENDATION:

Staff recommends that the City Council approve the purchase and installation of security equipment for the Avondale Northwest Public Safety Facility from ASSI Security of Arizona for in the amount of $52,035.40, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

## ATTACHMENTS:

**Click to download**

- NWPS - ASSI Security Quote

www.assiaz.com
ASSI SECURITY OF ARIZONA
Access Security Systems International, Inc.
›FACILITY MANAGEMENT SYSTEMS
›COMMAND AND CONTROL
›CCTV & ACCESS CONTROL SYSTEMS INTEGRATION
›DIGITAL VIDEO
›623.581.0101
›24HR SERVICE
›AZ ROC. #200440
KNOWN BY THE COMPANIES IT KEEPS...

# QUOTE # AZ08-148

Date: 6/24/2010

Company Name: City of Avondale
Attention: Kevin Hinderleider
Site Address: 3000 North Dysart Road
City: Avondale
Phone: (623) 333-5007
Fax: -
Project Name: Nothwest Public Safety


Consultant: Paul Stanton
Phone: (623) 581-0101 ext. 18
Fax: (623) 581-9726
Email: pauls@assiaz.com


| Qty | Part Number | Description | Price | Ext. Price |
|---|---|---|---|---|
| 1 | LNL-2220 | Lenel Intelligent Controller | $ 1,225.00 | $ 1,225.00 |
| 7 | LNL-1320 | Dual Reader Interface Board | $ 450.00 | $ 3,150.00 |
| 1 | AL400UL | Rex Power Supply | $ 266.67 | $ 266.67 |
| 14 | XF2110D | Card reader/Keypad Combo | $ 300.00 | $ 4,200.00 |
| 2 | LNL-600ULX-4CB6 | Enclosure with Power Supply | $ 550.00 | $ 1,100.00 |
| 13 | DS160i | REX PIR | $ 83.25 | $ 1,082.25 |
| 14 | 1078c | Door Contact | $ 12.50 | $ 175.00 |
| 2 | AL600ULACM | Door Power Supply | $ 406.17 | $ 812.33 |
| 2 | HES7501 | Electrified Strike | $ 391.67 | $ 783.33 |
| 1 | UPS-64PROI | Lenel Reader Expansion | $ 12,892.50 | $ 12,892.50 |
| 5 | Composite | Composite Cable | $ 1,106.67 | $ 5,533.33 |
| 1 | Consumables | Screws, cables, ends, etc | $ 500.00 | $ 500.00 |
| 8 | 12v/7amp | Batteries | $ 24.58 | $ 196.67 |
| 2 | NDK-2025 | Ruggedized keypad with reader | $ 508.13 | $ 1,016.27 |
| 1 | 22/6 | Direct Burial 22/6 with shield | $ 296.67 | $ 296.67 |
| 2 | 18/2 | Direct Burial 18/2 | $ 253.33 | $ 506.67 |
| 1 | 1200039 | Dual Gooseneck Pedestal | $ 333.33 | $ 333.33 |
| 2 | 501 | HES Option Plate | $ 13.33 | $ 26.67 |
| 1 | 2505A | Gate Contact | $ 37.50 | $ 37.50 |
| 1 | Programming | Programming and testing | $ - | $ - |
| 1 | Ceiling Wire Mounts | Wood Ceiling Wire Clips | $ 250.00 | $ 250.00 |
| 14 | 4 Square | 4 Square Boxes | $ 5.42 | $ 75.83 |
| 0 | | | $ - | $ - |
| 0 | | | $ - | $ - |
| 0 | | ** 120v as needed by others | $ - | $ - |
| 0 | | ** Conduit by Others | $ - | $ - |

*Quote Valid For 90 Days*
*Subject to attached Terms & Conditions*

| | | |
|---|---|---|
| Equipment | | $ 34,460.02 |
| Labor | | $ 14,760.00 |
| Tax | 5.7200% | $ 2,815.38 |
| Tax | 0.0000% | $ - |
| Tax | 0.0000% | $ - |
| Total | | $ 52,035.40 |

*Signature:* _____

21602 North 20th Avenue
Phoenix, AZ 85027
Contractor's License # ROC200440

# ASSI Security of Arizona
## Standard Terms and Conditions of Sale

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by

ASSI Security of Arizona. (hereinafter called ""Seller""). The Cu

2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below e

3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work

performed on-site and off-site. Engineering, drafting, initial part

4. **CANCELLATION AND SUSPENSION** any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.

5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered b

6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or

orders, embargoes, strikes, differences with workmen, fires, floods

7. **LIABILITY** Systems designed, installed or provided by ASSI Security of Arizona are industry standard tools to assist in providing deterrent to crimes against personnel and property, and for the

purpose of historical documentation of such events. Custom

8. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and

service and, without charge, equipment found to be so defective in

9. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or

replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE

10. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is

limited to the equipment per se and cannot be extended to application

11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.

12. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement,

arrangement or understanding between the Seller and any other manufact

13. **ACCEPTANCE OF TERMS** this proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual

understanding that the terms and conditions of this proposal are a part t

14. **DEFINITIONS** See article 100. for purposes of this article , the following definitions apply.The definition of abandoned cable as found in paragraphs 800.2 and 770.2 of the NEC 2002.

ABANDONED COMMUNICATIONS CABLE. Installed communications cable that

21602 North 20th Avenue
Phoenix, AZ 85027
Contractor's License # ROC200440

# CITY COUNCIL REPORT

**SUBJECT:**
Purchase Agreement - NIC Wireless for Northwest Public Safety Facility

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Kevin Hinderleider, IT Director (623)333-5007

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a contract with Network Infrastructure Corporation for the purchase and installation of wireless telecom equipment for the Avondale Northwest Public Safety Facility in the amount of $59,696.82, and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

**DISCUSSION:**

This installation will provide the wireless telecom equipment including wireless radios and antennas for communications back to Avondale City Hall for voice, video, data, & security. The Avondale Northwest Public Safety Facility wireless telecom equipment is being purchased through Network Infrastructure Corporation on the Mohave Contract# 06F-NIC-0721 in the amount of $59,696.82.

**BUDGETARY IMPACT:**

The Information Technology wireless telecom equipment is funded from the $301,000 portion of the Information Technology budget included in the project budget for the Avondale Northwest Public Safety Facility. The wireless telecom equipment will be purchased utilizing these funds in the amount of $59,696.82 from Network Infrastructure Corporation utilizing the Mohave Contract# 06F-NIC-0721.

**RECOMMENDATION:**

Staff recommends that the City Council approve a contract with Network Infrastructure Corporation for the purchase and installation of Information Technology wireless telecom equipment for the Avondale Northwest Public Safety Facility in the amount of $59,696.82 and authorize the Mayor or City Manager and City Clerk to execute the necessary contract documents.

**ATTACHMENTS:**

**Click to download**

- Purchase Agreement

**PURCHASE AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**NETWORK INFRASTRUCTURE CORPORATION**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Network Infrastructure Corporation, an Arizona corporation ("Contractor").

RECITALS

A. After a competitive bidding process, Mohave Educational Services Cooperative, Inc., an Arizona non-profit corporation, entered into Contract Number 06F-NIC-0721, as amended, with the Contractor to purchase and install telecommunications network equipment (the "Mohave Contract"). The Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City has determined that wireless communications equipment and installation of communications facilities are required at Fire Station 174 (the "Communications Facilities").

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

D. The City desires to purchase the Communications Facilities and installation services (the "Materials and Services") under the Mohave 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 Vendor 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 October 31, 2010.

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

3. Compensation. The City shall pay Contractor an amount not to exceed $59,696.82 for the Materials and Services as more particularly set forth in the Scope of Work and 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 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 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 Mohave 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

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

**"Contractor"**

NETWORK INFRASTRUCTURE CORPORATION, an Arizona corporation

By:_____

Name:_____

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 NETWORK INFRASTRUCTURE CORPORATION, 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
NETWORK INFRASTRUCTURE CORPORATION

[Mohave Contract]

See following pages.

**Award Notification**
Via Email

Patrick J. Sobel
Network Infrastructure Corporation

**7/21/06**

**Congratulations, Network Infrastructure Corporation's bid has been awarded a contract under RFP 06F-0525. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.**

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed**.

Advise your Mohave customers to note your contract number on their purchase orders (along with a copy of your quote) and send them to:

> Mohave Educational Services Cooperative (MESC), 625 E. Beale, Kingman, AZ 86401
> Or members can fax POs to (928) 718-3232.
> Or members can email POs to orders@mesc.org

We highly recommend having your staff review Mohave's **vendor handbook** to learn more about working with MESC. It is available on-line at *www.mesc.org*.

**Please** check all the entries on the contract record enclosed. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible.

If you have any questions regarding your new contract please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB
Director of Contracting Programs

**NOTES ON AWARD FOR: NETSIAN Network Infrastructure Corporation**

- Please remind the member of their responsibility to independently verify that quotation and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. The member has a copy of the Contract to assist in meeting this due diligence responsibility.
- Financial information included under Tab Four of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance.
- Send requests for pricing updates to Mark DiBlasi, email-mark@mesc.org.
- Do not provide any goods/services until you receive a purchase order from MESC.
- Any payment discount must be made directly to Mohave and not to member receiving the materials or services.
- Progress payments are only allowable if noted as such on the Mohave purchase order, and are subject to retention.
- Contract pricing includes Mohave Administration Fee.

**REQUIREMENTS/ACTION ITEMS FOR THE AWARD:**

- Your pricing includes Mohave's fee. Please forward a sample to Julia Tribbett, julia@mesc.org, showing how you will account for our admin fee. A lump-item discount inside the subtotal is preferred.

- A current Insurance certificate naming Mohave as the certificate holder.

- All product lines offered have been awarded. Major product lines offered are Cisco, Redline, Ceragon, Interstar.

- Type of telecommunications systems offered: PBX, Key and VoIP systems.

- Products sold under this contract have shipping and handling included, per your answer to question 2, on Appendix B (with the exception of expedited, customer requested shipping).

- Leasing has not been offered and cannot be utilized under the awarded contract. However, use of Mohave lease contracts (currently Baystone Financial, Chase Equipment Leasing and Sun Trust Leasing) is encouraged.

- Pricing must be updated quarterly, or you must confirm that you are holding pricing until the next quarterly update is due.

- Pricing must be submitted in an electronic format (Excel spreadsheet preferred).

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

# REQUEST FOR PROPOSAL 06F-0525

## *DUE MAY 25, 2006 @ 4:30 P.M. MST*

**Proposals shall be delivered to Mohave Educational Services Cooperative, Inc., 625 E. Beale Street, Kingman, AZ 86401.** Proposals must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., with RFP 06F-0525, Proposal Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of proposals. Proposals must be in the actual possession of Mohave on or prior to the exact time and date indicated above. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Pursuant to the provisions in ARS §15-365, sections A, B, C, and G, and Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

- **Telecommunications Systems**

***PRE-PROPOSAL CONFERENCE*: *NONE***

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the being offered. Failure to examine any of the requirements will be at offeror's risk.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its members.

***Questions regarding this Request for Proposal should be directed to:***

| | | |
|---|---|---|
| **Mark DiBlasi, CPPB, Contract Specialist II** | **Phone (928) 718-3220** | **Email mark@mesc.org** |
| **Craig McKee, CPPB, Director of Contracting Programs** | **Phone (928) 718-3201** | **Email craig@mesc.org** |

**Tom Peeler, Executive Director**
**Mohave Educational Services Cooperative, Inc.**

**Date: April 24, 2006**

Rev. 06-03

## *Offer and Contract Award*

Place after Tab 1

# RFP 06F-0525
# Telecommunications Systems

***To Mohave Educational Services Cooperative, Inc.:***

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-0775532

Company Name Network Infrastructure Corporation

Address 1131 W Warner Road, #111 City Tempe State AZ Zip 85284

Telephone Number (800) 696-6915 Fax (480) 850-5051

Printed Name Patrick J. Sobel Title President and CEO

***Authorized Signature** Patrick J. Sobel *

☒ If you are willing to honor purchase orders from Cooperative Educational Services in New Mexico under the same terms and conditions as in this RFP place your initials in the box. (See Appendix I for details.)

☐ If you are unable to service New Mexico, please initial this box.

## Acceptance of Offer and Contract Award (Mohave Only)

***Your Proposal is Hereby Accepted:***
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

*This Contract shall be referred to as Contract Number* 06F-NIC-0721

Awarded this 21ST day of JULY 2006.

The Contractor shall not commence any billable work or provide any material or service under this Contract unless and until Contractor receives a purchase order from Mohave.

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

## *RFP Preparation*

If you wish to sell only in Arizona, send one copy of your proposal. If you wish to be considered for Cooperative Educational Services in New Mexico, provide two copies. Be sure to keep at least one copy of your proposal for your records. ***To be considered, your proposal must arrive at Mohave's Kingman office on or before 4:30 p.m. MST on Thursday, May 25, 2006.***

### Offeror shall organize the proposal in the following manner:

**Step ONE:** Read and understand the document. Contact Mohave with any questions.

**Step TWO:** Obtain a set of three-hole punched index dividers with 10 tabs. Two sets are required if you submit a copy of the proposal for New Mexico. Include a CD with electronic copies of your submitted documents, if available.

**Step THREE:** Prepare a table of contents with the matching tabs.

Tab 1: **Offer & Contract Award**
Enclose the signed cover sheet

Tab 2: **Introduction**
Prepare an Executive Summary (a one-page description of what you are offering for this contract)

Tab 3: **General Terms and Conditions**
Enclose a complete copy of the General Terms & Conditions (pages 4-19)
Complete & enclose the General Terms and Conditions Acceptance Form (page 20)

Tab 4: **Offeror Qualifications**
Enclose answers to questions 1-9 (Appendix A)
Enclose the requested financial information and certificate of insurance

Tab 5: **Special Terms and Conditions, Scope of Work and Specifications**
Complete & enclose the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form
Enclose a complete copy of the Special Terms and Conditions pages
Complete & enclose a copy of the Scope of Work and Specifications pages

Tab 6: **Price & Discount Schedule**
Prepare and enclose a complete Price & Discount Schedule & CD with electronic workbook
Prepare and enclose any additional requested price information

Tab 7: **Required Forms**
Questionnaire for Offeror (Appendix B)
Support and Maintenance Plans (Appendix C)
Manufacturer's Representative Information & References (Appendix D)
Telecommunications & Information Systems Compliance Worksheets (Appendix E & F)
Enclose Appendix H & I

Tab 8: **Additional Information**
Additional information (3.0 questions)
Enclose additional relevant and/or requested information

Tab 9: **Offeror's Checklist**
Complete & enclose Offeror's Checklist for Submission of Proposal (Appendix G)

Tab 10: **Literature, slicks & supporting printed data**
Enclose applicable company information sheets, product literature, etc.

**Step FOUR:** Confirm that the proposal is complete & signed by an authorized representative

**Step FIVE:** Place your complete proposal in a sealed envelope or box and send to Mohave so that it arrives ***on or before 4:30 p.m. MST on Thursday, May 25, 2006.***

**Step SIX**: Keep a complete copy of your proposal.

Place after Tab 3

## CANCELLATION

**Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

**Cancellation for conflict of interest:** Pursuant to ARS §38-5111, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

**Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

**Cancellation for non-performance or contractor deficiency:** Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than $100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a purchase order from Mohave for such work; and/or
- Accepting purchase orders based on this contract from members and/or invoicing members directly.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

**Contractor cancellation:** Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

**Continuation of performance:** Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

**Gratuities:** Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contact. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

## CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).

## CLARIFICATION/DISCUSSIONS

**Clarifications:** Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

**Discussions:** After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

## CONFIDENTIAL INFORMATION

**Confidential information request:** If offeror believes that its proposal contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

**Pricing:** Mohave will not consider pricing to be confidential or proprietary.

**Public record:** All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

## CONSTRUCTION

Contractor shall not perform any construction under this contract, if such work exceeds the construction bid limits set forth in the Arizona Procurement Code or established by the Arizona Department of Education at the time of purchase or performance. For the purposes of this contract, construction is defined as: The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

## COOPERATIVE PURCHASING

**Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

## DELIVERY

**Default in one installment to constitute total breach:** Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any member under this contract.

**Defective goods:** Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

**Delivery time:** Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the Mohave purchase order may result in cancellation of that purchase order.

**Improper delivery:** Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

**Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees.

## ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

## EVALUATION & AWARD

**Basis of award:** In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2534, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

**EVALUATION & AWARD (con't)**

**Best and final offers:** Mohave may issue best and final offers, as authorized in R7-2-1048.

**Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

**Criteria:** The evaluation criteria for this solicitation, in relative order of importance, are as follows: 1) conformance to the terms and conditions in the solicitation; 2) completeness of the proposal and required forms; 3) service capabilities for all regions of the state; 4) Price, including favorable pricing for cooperative purchasing; 5) availability of maintenance beyond warranty period; 6) references and Past Performance Information (PPI) review; and 7) other specific evaluations described in R7-2-1046: transportation costs; energy costs; ownership costs; and/or life cycle costs.

**Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

**Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**Multiple award:** Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

**Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

**Past performance information:** Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

**Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

**Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration.

**Telecommunications and information systems:** Telecommunications systems and information systems shall include the following additional evaluation factors: total life cycle costs (vendor costs, total school district costs and financing costs throughout the life cycle of the system); application benefits (a quantified assessment of the benefits to be achieved in the school district and support areas through the proposal, including reasonable projected reductions in program costs and increases in productivity of personnel).

**Total costs:** Total school district costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable school district costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

**EVALUATION & AWARD (con't)**

**Weighted evaluation:** Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

**FEDERAL REQUIREMENTS**

**Compliance with Federal requirements:** Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

**Non-compliance:** All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

**FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued Mohave purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

**Vendor contract documents:** Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

## INDEMNIFICATION

**General indemnification:** To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

**Modification by member:** Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

**Patent and copyright indemnification:** To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

## INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

## INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238) or e-mailed to Mark DiBlasi (mark@mesc.org) or Craig McKee (craig@mesc.org).

## INSURANCE

**Liability insurance:** Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than $1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contact.

**Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor and member.

**Workers compensation insurance:** Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

## LEASES AND RENTALS

**Availability of leasing:** Leasing plans offered for the contract must be priced as specified in Tab 6. However, members shall have the right to choose a different leasing company. Leases with options to purchase must be described. Rental plans should not include end-of-rental-term buy out.

**Lease requirements:** Mohave must be apprised of member's intent to lease prior to processing a purchase order. Mohave will not collect monthly lease payments. Offeror agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as a relation to a recognized index or standard acceptable to Mohave. Offeror must indicate if the shipping costs for return of leased or rented equipment is member's responsibility, and what that cost will be. Since Arizona public agencies do not pay property tax, no leasing party may charge property taxes to member.

**LEASES AND RENTALS (con't)**

**Sell or assignment of lease:** No sale of a contract to a third party will be made without informing member of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

**LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

**MAINTENANCE**

**Maintenance facilities and support:** It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

**MANUFACTURER'S REPRESENTATIVE**

**Manufacturer support:** Offerors submitting proposals as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

**OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**Late offers:** Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

**Offer acceptance period:** A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

**Withdrawal of proposal:** At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

**ORDERING CYCLE**

**Acceptance of orders by contractor:** All quotations provided to members must be based on prices in the contract. Mohave must issue all purchase orders accepted by contractor under the contract. Members will submit signed purchase orders to Mohave. Mohave will then issue a purchase order to contractor. When necessary, one or more orders may be combined. Contractor shall not accept a purchase order based on this contract unless Mohave issues the purchase order. Members may not issue purchase orders based upon Mohave contracts directly to contractors. Contractor may only refuse an order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

**Acceptance of orders by Mohave:** This contract is for the sole use of members. However, Mohave reserves the right to reject any purchase orders received from members, without cause.

**Backorder reports:** Mohave will send contractor a backorder report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

**Contractor contacts:** Contractor agrees to assign only one contact person for ordering and one for billing. Ordering and billing contact may be the same person. The name(s) of the contact persons will be provided to Mohave.

**Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

**ORDERING CYCLE (con't)**

**Purchase verification:** It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**OVERVIEW**

**Advertising:** Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members.

**Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

**Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

**Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

**Assignment:** Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

**Audit rights:** In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place.

**Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

**Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

**Competitive sealed proposals:** As required in ARS §41-2534 (A) and R7-2-1041 (A, B), Mohave has determined that competitive sealed bids are neither practical nor advantageous for this solicitation.

**Contract claims or controversies:** The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

**Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

**Eligible agencies:** Any contract awarded from this solicitation shall be available to any and all Mohave members. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

**Liens/serial numbers:** All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

**Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

**Offeror qualifications:** Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**OVERVIEW (con't)**

**Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

**Proposal opening:** Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

**Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

**Removal from potential bidders list:** Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

**Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

**PAYMENT**

**Billing:** All invoices shall list the applicable Mohave purchase order number(s). Unless otherwise directed by Mohave, contractor will not invoice members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

**Contacting member about payment:** Contractor shall not contact member directly for payment for a product or service delivered to the member, unless Mohave has specifically requested assistance in collecting a past due payment.

**Correct billing:** Mohave will not process an invoice that doesn't match the purchase order. When discovered, incorrect purchase orders or invoices resulting in excess charges must be corrected by contractor, no matter the cause of the error. Any excess payment must be returned to Mohave within thirty (30) days, in the form of a check or credit memo, as determined by Mohave.

**Credit hold:** Contractor shall not place Mohave on credit hold without ten (10) days prior written notice to the Accounting Manager, Mohave Educational Services Cooperative, Inc. As an alternative, Mohave can place a member in arrears on credit hold and not penalize members who pay on time.

**Overpayment:** Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

**Payment time:** Mohave's payment terms are Net forty-five (45) days from receipt of contractor's invoice. However, Mohave cannot pay until the member pays Mohave, and any proposal that requires payment from Mohave in less than forty-five (45) days shall not be considered.

**PAYMENT (con't)**

**Progress payments:** Mohave will permit members to make progress payments under the following conditions: 1) member and contractor agree to the terms of the progress payments prior to issuing a purchase order to Mohave; 2) the purchase order describes the amounts to be paid and the milestones for payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

**Quick pay discounts:** Any quick pay discount must be offered directly to Mohave and not to member receiving the materials or services. Mohave funds may be used to obtain the benefit of quick pay discounts. Such payments shall be dependent upon the availability of Mohave funds. Member funds shall not be used for this purpose. Mohave assumes any risk associated with quick pay discounts.

**Vendor invoice:** Vendor shall invoice Mohave after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor invoice shall include a line inside the subtotal deducting Mohave administrative fee (discount). The discount must be calculated at .0099% of the original subtotal amount. Applicable sales tax must be calculated after the discount is deducted from the subtotal. The Mohave administrative fee shall not be calculated on ancillary charges. (e.g. performance bonds, shipping, sales tax, Per Diem, permits, etc.)

Mohave shall invoice member after receiving and reviewing vendor's invoice.

**Vendor payment:** Mohave shall issue payment to vendor after receipt of member's payment. Vendor shall be paid its invoice amount for goods and services, less Mohave's 1% administration fee. Vendor shall credit Mohave in an amount equal to the deducted administration fee, if required to provide a zero balance on Mohave's account.

**PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

**Amendment of proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

**Compliance with instructions:** Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

**Cost of proposal preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

**Offeror responsibility:** Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

**Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the ten-tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

**Proposal submittal:** One (1) original proposal shall be submitted in a three-ring loose-leaf binder on the forms and in the format contained in the solicitation. Proposal shall contain all descriptive literature, specifications, samples and any other information required by the solicitation. Include a CD with electronic copies of your submitted documents, if available. An identical copy of the proposal shall be enclosed if offeror has indicated it is willing to sell to New Mexico schools.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

**Receipt of proposals:** Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

**Sealed envelope or package:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

**PREPARATION OF PROPOSAL & PROPOSAL FORMAT (con't)**

**Signature(s) on proposals:** The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

**Wording in response:** Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

**PRICING**

**Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

**Basis for pricing:** Contract pricing under this RFP must be based upon:

1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3) A combination of the above

**Catalogs/price lists:** A copy of the latest edition of the price list or catalog discount will be applied to shall be included with proposal. Offeror shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of proposal.

**Catalogs/price list copies:** Contractor shall furnish Mohave with copies of approved price list(s).

**Combination pricing:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

**Discounts:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

**Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

**Fixed prices:** Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in proposal. If price adjustment contingencies occur, or not less than thirty (30) days prior to each contract anniversary date, contractor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contractor that was out of contractor's control.

**Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

**Most favored customer:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

**New catalogs/price lists:** New price lists or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists or catalogs shall apply to the contract only upon approval from Mohave. New price lists or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.

**Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**PRICING (con't)**

**Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

**Per Diem:** Contractor may charge transportation, meals, and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Lodging varies by time of year and location. Receipts may be required for reimbursement.

**Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

**Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

**Telecommunications and information systems:** All vendors of telecommunication and information systems must include information on the total life cycle cost and application benefit to the member. A telecommunication system includes, but is not limited to: all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means. An information system is a system of hardware, software or vendor support that processes information or data by electronic data processing methods and devices.

**PRODUCT LINES**

**Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products:** New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. Mohave may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

**PROTESTS**

Protests shall be filed with Tom Peeler, the Executive Director of Mohave, and shall be resolved, in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the District Representative before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

**RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**SAFETY STANDARDS**

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

**SAMPLES**

**Sample evaluation:** Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

**Sample requirements:** Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

**Sample submittals:** Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

**SHIPPING**

**Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

**Shipment under reservation:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the Mohave purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

**Shipping errors/risk of transportation:** Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

## SITE REQUIREMENTS

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order to Mohave. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored Materials:** Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

## SPECIFICATIONS

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

**Compliance with specifications:** The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

**Deviations from specifications:** Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

**Purpose of specifications:** Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

## SUBCONTRACTORS

**Awarding subcontracts:** Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

**Entering subcontracts:** Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

**SUBCONTRACTORS (con't)**

**Prime contractor:** Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

**Subcontracts:** No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to member.

**Subcontractor payment:** Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 (C)], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**Use of subcontractors:** Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

**SUSPENSION OR DEBARMENT STATUS**

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

**TAXES**

**Federal excise tax:** Most members are exempt from paying Federal Excise Tax. Most members do pay sales or use tax.

**Indian reservation or tribal tax:** If goods or services are subject to Indian reservation or tribal tax, contractor shall include such taxes as a separate item on the original invoice to Mohave.

**Payment of taxes:** Mohave will collect and send payment for all taxes listed on the invoice. However, contractor shall forward all taxes to the proper revenue office. Installation of equipment which becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

**Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order to Mohave.

**Property taxes:** Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third-parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

**Taxes on construction:** Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, sales tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Sales taxes on contracting shall be separately stated on invoices.

**Taxes on shipping:** Sales tax may not be collected on delivery charges to the member's location, if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

**TERM OF CONTRACT AND EXTENSION**

**Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

**Month-to-month extensions:** Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

**Renewal of contract:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the bid documents, and continued competitive prices for the materials and services provided under the contract.

**TRADE-IN EQUIPMENT**

Member and contractor shall determine values placed on trade-in products. Trade-in equipment shall be dismantled by contractor and removed at his expense. The condition of trade-in equipment at the time it is turned over to contractor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

**WARRANTY/QUALITY GUARANTEE**

**Fitness:** Contractor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

**Inspection**: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

**Quality:** Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

**Warranty requirements:** Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

## *General Terms & Conditions Acceptance Form*

Place after Tab 3

*Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

*We take the following exceptions to the General Terms and Conditions:*

***(Indicate "None," if no exceptions are taken)***

No Exceptions

Place after Tab 5

Mohave desires to contract with a qualified and experienced vendor or vendors to provide quality solutions for telecommunications of voice, data and video. Services are sought for Mohave's statewide membership. Your proposal may contain new systems, upgrades to existing systems or a combination of both. The focus of this proposal is for VoIP and traditional PBX circuit based telecommunication systems. *The following related products and services* ***may not*** *be offered on this contract*:

- Electrical wiring and power installation that requires an Arizona Registrar of Contractor's A-17 or L-11 electrical license.
- Construction services, of any type.
- Intercom, paging, master-clock, fire alarm, security and similar communication systems.
- CCTV systems.
- Audio equipment, video equipment, computers, computer peripherals and software not directly related to a LAN or telecommunications infrastructure being purchased or previously installed.
- Long distance carrier contracts or Internet Service Provider contracts.
- Cellular phone service or cellular phones.

Offerors should respond to as many areas in the scope of work as possible. If a vendor doesn't provide a particular product line, please "no bid" that item. Mohave will consider all offers. However, vendors with the ability to supply more than one product line are preferred.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands of telecommunications systems including and not limited to: Alcatel, Avaya, Cisco, NEC, Northern Telecom, Mitel, Panasonic, Toshiba and/or equally quality products. They are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Seven vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts for FY2005 was $3,248,991, and year to date activity for FY2006 is $3,723,000. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2006 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under this RFP. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

## 1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear on pages 4-19. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 40). Place page 21-38 after Tab 5.

1.1 If bidder requires member to sign a sales agreement with terms that conflict with the Mohave contract, the terms and conditions of the Mohave contract will prevail and will be removed from any such agreements as a condition of award. *Place sample customer agreement after Tab 8.* All agreements must include:

- Non-appropriations clause;
- No waiver of right for a jury trial;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is forty-five (45) days; and
- No upfront payment required by member when purchase order is placed

1.2 All bidders must download and complete the 06F Telecommunications Systems Workbook titled **"06f_telecommunications_WB.xls"** located at http://www.mesc.org/solicitations.html. Please include a CD with the completed spreadsheet in your response. Failure to provide and complete the 06F Telecommunications Systems Workbook may render bid non-responsive. *Place after Tab 6.*

**1.0 Special Terms and Conditions (con't)**

1.3 If awarded a contract, all future pricing updates shall be based on the electronic 06F Telecommunications Systems workbook.

1.4 All equipment and installation shall comply with the current applicable provisions and standards of the following: NEC; Underwriters Laboratories, Inc. (UL); Federal Communications Commission (FCC); Canadian Standards Association (CSA); Institute of Electrical and Electronics Engineers (IEEE); American National Standards Institute (ANSI), Bellcore Standards, Electronic Industries Association/Telecommunications Industries Association (EIA/TIA), International Standards Organization (ISO), ISO-9000: Quality standards, ISO-9001: Quality standards, Occupational Safety and Health Administration (OSHA), Signal Computing Systems Architecture (SCSA), Multi-Vendor Integration Protocol (MVIP), Distributed Computer Telephony (DCT) group, local and state building codes. Where compliance with two or more standards create a conflict for minimum quantities or quality levels, refer the uncertainties to the member's representative for a decision before proceeding. Where copies of standards are needed for performance of a required activity, offeror shall obtain copies directly from the publication source.

1.5 Offeror (functioning as a prime contractor) will cooperate with any architect, engineer, general contractor, subcontractor, or other vendor working on the same project, as necessary and as directed by the Mohave member, to assure that the scope of work for a project is accomplished.

1.6 Mohave is looking for firms that have individuals who posses generally accepted industry training and certification. Offeror shall indicate what education, training and industry certifications their employees hold. Include steps that your firm will take to ensure that the education, training and certification is kept current for these employees. *Place after Tab 8.*

1.7 Offeror will, upon request, submit complete documentation for the telecommunications system to the Mohave member, or the member's representative (including architect, engineer, or general contractor) for approval prior to work. The documentation will include model numbers, type, rating, size, style, manufacturer's name and manufacturer's catalog data sheets, cabling drawings, etc.

1.8 In any additional agreement between offeror and a Mohave member based on this contract, the terms and conditions of this contract will prevail. Work to be performed by the Mohave member must be clearly described. Offeror must never assume the member knows what steps are necessary prior to the start of a project. Offeror must be willing to assist the school in all aspects of a project.

1.9 The condition of the site prior to start up will be agreed upon between the Mohave member and the offeror. The written correspondence will be drawn up by offeror and the Mohave member's representative and signed by both parties. Offeror shall assume full responsibility for the protection and safekeeping of any products stored on the premises.

1.10 Offeror must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations.

1.11 All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. Offeror must advise the Mohave member whenever work is expected to be hazardous to school children, district employees and/or operators. In addition, clean up must be done on a daily basis and the worksite returned to original and safe condition upon completion of the project.

1.12 Offeror will deliver cabling materials to the worksite in new, dry, unopened, and well-marked containers showing product and offeror's name. Damaged or unlabeled materials will not be accepted. Offeror will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.

**1.0 Special Terms and Conditions (con't)**

1.13 The ability to provide cabling is requested, but not required. An offeror who doesn't provide this will not be automatically excluded from evaluation. A Mohave member shall not be bound to use cabling services proposed under this contract and may use an alternative when it deems it is in their best interest to do so.

1.14 No equipment may be substituted under this contract without approval by Mohave and the member prior to the start of any work. Proof of "as equal or better" status must be provided showing that the substituted equipment in fact is equal in features, functions, performance, and quality to the approved equipment. Cost of substituted equipment, if it is truly equal or better, must be the same or lower. Mohave and the Mohave member reserves the right to reject substitution.

1.15 All equipment must be new and unused and listed by UL for the purpose intended. All electronics shall be designed for continuous use without degradation of function or performance. When practical, one manufacturer shall be used to assure compatibility. All equipment offered on this contract will be from manufacturers regularly engaged in telecommunications and shall be the latest standard designs current at the time of delivery.

1.16 All installation will be in strict compliance with manufacturer's recommendations and local, state and national legal codes and industry standards. During installation, all connections and pieces of equipment will be fully tested by a technical representative trained by the manufacturer. The offeror will only install local area network cable that has been tested and verified by ETL and has been listed in compliance with current applicable TIA/EIA, ISO/IEC, IBM, or Bellcore standards.

1.17 The system will be accepted in writing only after a satisfactory test of the entire network or installation in the presence of an approved representative of the member. Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the cabling requires the owner to assume control prior to the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before final payment.

1.18 Prior to acceptance, offeror will provide the Mohave member with a complete set of "as-built" system drawings and an operational manual for all installed equipment. If requested for audit purposes, a copy of any contracts/agreement(s) between the Mohave member and the offeror shall be made available to Mohave. It is the responsibility of the prime contractor to supply a signed copy of all contracts/agreements to Mohave.

1.19 Offeror will provide comprehensive training on the operation, use and testing of the installed equipment to personnel selected by the member.

1.20 All cabling (copper and fiber) shall be warranted by the manufacturer for, at minimum, five (5) years.

1.21 All equipment and components of equipment shall be guaranteed free from defects and any faulty workmanship for a period of at least one (1) year after final acceptance.

1.22 All warranties will begin on the date of final written acceptance by the Mohave member.

1.23 Initial response time to a warranty or service call (returning the customers call, troubleshooting the problem or scheduling a technician visit) shall be less than 6 hours. For service calls received on or prior to noon, the technician shall be onsite to remedy the problem before the end of that business day. For service calls received after noon, the technician shall be on site to remedy the problem at the start of the next business day. The offeror will replace defective materials and repair faulty workmanship within 24 hours of this notification at no cost to the owner.

1.24 All materials used by the offeror at a worksite will have a Material Safety Data Sheet (MSDS) as required by law. The MSDS sheets will be filed in a centrally located area accessible by the both the workers and member's personnel.

**1.0 Special Terms and Conditions (con't)**

1.25 All work areas will be identified by signage, warning tape, or other warning devices, as required by law and ordinary business practices. All such signs shall be the property of the offeror, will remain until the work is finished in any particular area, and be picked up by the offeror at the conclusion of the work.

1.26 Offeror will provide for the records of the Mohave member copies or all permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with the work performed and compliance with the standards.

**2.0 Scope of work and specifications**

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 40) Place pages 21-38 after Tab 5.

| | Requirement | Comply | Deviate* |
|---|---|---|---|
| **2.1** | **Design and Infrastructure** | | |
| 2.1.01 | Offeror will develop a needs analysis report that includes an assessment of current hardware and identifies what can be incorporated into the new design. | X | |
| 2.1.02 | The needs analysis report shall list all changes to the worksite that will happen upon implementation. | X | |
| 2.1.03 | The needs analysis report shall determine the disruptions and inconveniences to the member likely to be encountered during the installation and testing of the new equipment. | X | |
| 2.1.04 | The needs analysis report shall list the training needs of the staff. | X | |
| 2.1.05 | The needs analysis report shall list the appropriate LAN technology, hardware, software and services that need to be put in place. | X | |
| **2.2** | **Infrastructure for Departmental and Workgroup LANs Requirement** | | |
| 2.2.01 | The cabling system must be one that will last at least five years and be based on the structured cabling standard, ANSI/TIA/EIA-568 and 568-A. | X | |
| 2.2.02 | All cable pathways must be designed through conduit, cable trays, under-floor ducts, etc. Protecting the cable, easy installation of additional cable or to replacement are prime factors of these pathways. | X | |
| 2.2.03 | Only horizontal cable types recommended by ANSI/TIA/EIA-568-A will be installed. | X | |
| 2.2.04 | Cabling density in a work area should be reasonable but with future needs in mind. | X | |
| 2.2.05 | A telecommunications closet should be located as close as possible to the center of the location it will be serving, and shall be large enough to house the equipment that may potentially be located there. | X | |
| 2.2.06 | All LAN equipment will be grounded at described in ANSI/TIA/EIA-607. | X | |
| 2.2.07 | Copper-based cabling systems will be protected from electromagnetic interference by being located a sufficient distance from power lines and other sources of EMI. | X | |
| 2.2.08 | Equipment will be protected from power fluctuations (spikes, surges, brownouts, blackouts) by surge suppressers and uninterruptible power supplies. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| | Requirement | Comply | Deviate* |
|---|---|---|---|
| **2.3** | **Infrastructure for Organizational LANs** | | |
| 2.3.01 | The connecting of two or more workgroup LANs of the same technology to form a backbone network will be available in multiple configurations and use a variety of technologies, as described in ANSI/TIA/EIA-568-B.2-3. | X | |
| 2.3.02 | Backbone distances will be within industry standards. | X | |
| 2.3.03 | The transmission technique should include, but not be limited to; ATM, CAN, switched Ethernet, FDDI, Frame Relay, Local Talk, TCP/IP or Token-ring technology. The backbone should be able to operate at speeds of up to 1 Gbps. | X | |
| 2.3.04 | The backbone network will connect various LANs to each other using hubs, repeaters, bridges and routers. | X | |
| 2.3.05 | Backbone hardware should be located in a central place for easier maintenance, greater security, and ease of operation. | X | |
| **2.4** | **Infrastructure for enterprise networking** | | |
| 2.4.01 | Offeror will provide plans and recommendations for the connecting of an organization over local and wide areas. | X | |
| 2.4.02 | Offeror will identify one or more private networks that will be available for a telecommunications link, if needed. | X | |
| 2.4.03 | Offeror will identify access to switching and communications equipment that can be leased from a regulated carrier to a value-added carrier. | X | |
| **2.5** | **Passive and Active Hubs, Shared Media Hubs, Concentrators and Modules** | | |
| 2.5.01 | Passive, active and dual speed hubs, or concentrators, shall be available. | X | |
| 2.5.02 | Workgroup hubs will have the ability to connect multiple network devices and must support at least one network technology and one type of transmission medium. | X | |
| 2.5.03 | Smart or intelligent hubs will provide for management functions and be able to connect multiple technologies and media types. | X | |
| 2.5.04 | Enterprise hubs will support all the cabling and networking needs of the Mohave member. | X | |
| 2.5.05 | Modules that plug into the back pane of a hub may be provided. In addition, modules that provide bridging, routing and management functions should be offered. | X | |
| 2.5.06 | Shared media hubs shall be scalable and modular in design, be OSI Layer 2 capable, allow for multiple LAN/WAN protocols, be IDSN BRI/PRI capable, be 56k/T1/DS-3 capable and be wireless 802.11 capable. | X | |
| 2.5.07 | Shared media hubs shall allow for LAN/WAN modularity and scalability. | X | |
| 2.5.08 | Shared media hubs shall allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection. | X | |
| 2.5.09 | Hubs shall be desktop models or rack mountable. | X | |
| **2.6** | **Channel Banks and DACS** | | |
| 2.6.01 | Channel banks and DACS must be 56k / T1 / DS3 / frame relay capable, be SNMP managed, shall support multiple LAN/WAN protocols, support integration of synch data and digital voice channels and provide in-band and out-band data management. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| | Requirement | Comply | Deviate* |
|---|---|---|---|
| **2.6** | **Channel Banks and DACS (con't)** | | |
| 2.6.02 | Channel banks and DACS shall be equipped with at least the following data cards; subrata data multiplexer cards, inverse multiplexer cards, DS0 and DS1 cards and switched 56 cards. | X | |
| 2.6.03 | Channel banks and DACS voice cards shall be available as 2-wire or 4-wire analog cards and DS1 cards. | X | |
| **2.7** | **Repeaters (Line Drivers)** | | |
| 2.7.01 | Repeaters, or line drivers, will be used to connect distant stations to a LAN and/or within a single building. Signals will be passed at network speeds. | X | |
| 2.7.02 | Digital repeaters will regenerate the signal, clean up and noise, and reshape the digital pulses. | X | |
| 2.7.03 | Analog repeaters will amplify the transmission. | X | |
| 2.7.04 | Optical fiber repeaters will extend the distance for optical transmissions | X | |
| 2.7.05 | Offeror will provide, as needed, the following types of repeaters: local repeaters to directly connect two closely connect LANs; remote repeaters using copper or fiber; multi-port repeaters; buffered repeaters (non-discriminating bridges); hub repeaters. | X | |
| 2.7.06 | Repeaters shall be desktop models or rack mountable. | X | |
| **2.8** | **Bridges** | | |
| 2.8.01 | To create a single logical network or to interconnect networks that have been extended using repeaters, a bridge (intelligent repeater) will be offered. | X | |
| 2.8.02 | Bridges must permit stations on one segment to communicate with stations on another segment using a filtering system. | X | |
| 2.8.03 | Offeror will provide local bridges for back-to-back type connections and remote bridges for LANs separated by a large distance. | X | |
| 2.8.04 | Offeror will provide multi-port and switching bridges, as needed. | X | |
| 2.8.05 | Bridges must be desktop models or rack mountable. | X | |
| **2.9** | **Routers and Bridge/Router Combinations** | | |
| 2.9.01 | Routers shall be scaleable and modular, shall be OSI layer 3 capable, shall allow for multiple LAN/WAN protocols, be encryption capable, VPN capable and firewall capable. | X | |
| 2.9.02 | Routers shall allow for LAN/WAN modularity and scalability. | X | |
| 2.9.03 | Access routers and router hubs that are full function routers that provide WAN and LAN interfaces and support many protocols, are requested. | X | |
| 2.9.04 | When necessary to have a central switching device in a star topology router network, boundary routers may be supplied. | X | |
| 2.9.05 | Routing bridges, bridging routers, and brouters may be offered. Brouters that use proprietary technologies and do not operate with other brouters, bridges and routers are not acceptable. | X | |
| 2.9.06 | Routers shall be desktop models or rack mountable. | X | |
| **2.10** | **Gateways** | | |
| 2.10.01 | When a network needs a device to translate transmission between two often proprietary protocol stacks (such as SNA and DNA or AppleTalk to TCP/IP), a gateway device is requested. | X | |
| 2.10.02 | LAN-to-host, LAN-to-LAN, LAN-to-WAN, IPX-to-SPX or X.400 standard gateways are requested. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.11 Channel Service Unit (CSU)/Data Service Unit (DSU)** | | |
| 2.11.01 For analog communications, modems are needed; for digital a CSU/DSU is requested. | X | |
| 2.11.02 No modems under 56k baud will be offered on contract. | X | |
| 2.11.03 All CSUs offered must keep a line connected if a failure should occur in other communications equipment. | X | |
| 2.11.04 DSUs must convert signals from bridges, routers and multiplexers into bipolar digital signals. DSUs and CSUs should be mounted in the same box. | X | |
| 2.11.05 CSU/DSUs must be 56k / T1 / DS3 / frame relay capable, shall support multiple LAN/WAN protocols, support integration of synch data and digital voice channels and provide in-band and out-band data management. | X | |
| 2.11.06 Units will have a mean-time between failure (MTBF) rating of greater than 20 years. | X | |
| 2.11.07 DSU/CSUs shall be desktop models or rack mountable. | X | |
| **2.12 Network Management System** | | |
| 2.12.01 The Network Management System shall have a graphical user interface, allow for LAN/WAN topology discovery, allow for in-band and out-band transmission of network related data and allow for monitor and control to port level. | X | |
| 2.12.02 The Network Management System shall be available in either a Unix, Windows or Linux based operating system. | X | |
| 2.12.03 The Network Management System shall allow for network traffic monitoring, provide network statistics, allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and shall have alarms that can be preset by user to monitor various system outages or problems. | X | |
| **2.13 Dynamic Host Configuration Protocol Server (DHCP)** | | |
| 2.13.01 The DHCP shall have a graphical user interface, be LAN/WAN protocol capable, check syntax of DNS records, automatically add reverse lookup records for new nodes, dynamically updates DNS records, support secondary IP address on single physical network and allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) | X | |
| 2.13.02 The DHCP shall be available in either a Unix, Windows or Linux based operating system. | X | |
| **2.14 Remote Access Servers (RAS)** | | |
| 2.14.01 The RAS shall be scalable and modular in design, be OSI Layer 2/3 capable, allow for multiple LAN/WAN protocols, be IDSN BRI/PRI capable, be 56k/T1 capable and be encryption capable. | X | |
| 2.14.02 The RAS shall allow for LAN/WAN modularity and scalability. | X | |
| 2.14.03 The RAS shall allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection. | X | |
| **2.15 Frame Relay Access Devices (FRADs)** | | |
| 2.15.01 The FRADs shall be scalable and modular in design, be OSI Layer 2/3 capable, allow for multiple LAN/WAN protocols, be 56k/T1/T3 capable and be encryption capable. | X | |
| 2.15.02 The FRADs shall allow for LAN/WAN modularity and scalability. | X | |
| 2.15.03 The FRADs shall allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| | Requirement | Comply | Deviate* |
|---|---|---|---|
| **2.16** | **Cell Switch Devices** | | |
| 2.16.01 | The Cell switches shall comply with all industry open-standards, shall be OSI layer 2 and 3 capable, shall be interoperable for all specified LAN/WAN protocols, shall have a standards compliant (SNMP) network management system implementation plan. | X | |
| **2.17** | **ATM Cell Access Multiplexers** | | |
| 2.17.01 | The ATM Cell access multiplexers shall comply with all industry open-standards, shall be OSI layer 2 and 3 capable, shall be interoperable for all specified LAN/WAN protocols, shall have a standards compliant (SNMP) network management system implementation plan. | X | |
| **2.18** | **Internet Gateways (Firewalls)** | | |
| 2.18.01 | Firewalls shall work at the Internet, intranet, department and workgroup level, depending on the users needs. | X | |
| 2.18.02 | Firewalls shall be equipped with, but not be limited to the following features: address translator, packet filters, circuit gateways, application level gateway and provide a minimum through-put (in and out) of at least ethernet packet size. | X | |
| **2.19** | **Communication Gateways** | | |
| 2.19.01 | Communication gateways shall work at the intranet, department and workgroup level, depending on the users needs. | X | |
| 2.19.02 | Communication gateways shall allow for SNA-to-IPX or SNA-to-IP, allow for multiple WAN/LAN protocols, allow for voice over frame/cell, allow for video over frame/cell and wireless to wired. | X | |
| 2.19.03 | Communication gateways shall allow for multiple topologies (10/100T, GbE, Token Ring, FDDI, etc.) and have adequate security and encryption protection. | X | |
| **2.20** | **Power Monitoring and Uninterruptible Power Supply Products** | | |
| 2.20.01 | Power monitoring products shall monitor for power harmonics, high speed voltage and current transients. | X | |
| 2.20.02 | Power monitoring products shall have a graphics display that will display peak/hold indicators and provide data logging. | X | |
| 2.20.03 | Power monitoring products shall measure the power feed for true current, AC/DC voltage levels, EMF, harmonics, impulses demand vs. energy and cycle-by-cycle disturbances. | X | |
| 2.20.04 | UPS products shall be rack mountable, and should be located in the equipment rack of the equipment being protected. | X | |
| 2.20.05 | Any UPS unit supporting a server must have at least 100% greater rating that the supported loads and have a minimum of eight (8) minutes of run-time at full speed. In addition, it must warn the NMS that power has been lost when it is in the battery power operational mode. | X | |
| **2.21** | **Network Monitors, Analyzers and Testers** | | |
| 2.21.01 | Network monitors shall monitor, analyze and test OSI layers 1-7. | X | |
| 2.21.02 | Network monitors shall inventory and store data for all LAN/WANs connected, shall provide frame monitoring (real time), shall monitor peak, average and current network utilization, numbers of errors, stations and users, and traffic, protocol distributions. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.21 Network Monitors, Analyzers and Testers (con't)** | | |
| 2.21.03 Network analyzers shall analyze and store data for all LAN/WANs connected, shall provide frame monitoring (real time), shall analyze peak, average and current network utilization, numbers of errors, stations and users, and traffic, protocol distributions. | X | |
| 2.21.04 Network testers shall test and store data for all LAN/WANs connected, shall provide frame monitoring (real time), shall analyze peak, average and current network utilization, numbers of errors, stations and users, and traffic, protocol distributions. | X | |
| **2.22 Telephone And Network Integration - General Communications** | | |
| 2.22.01 Automated services and state-of-the-art telephony are requested. | X | |
| 2.22.02 Telephone system shall include speech recognition that permits a caller to reach a destination by speaking their name or by using their touch-tone phones to enter an extension, name, department or "0" to get a live operator. | X | |
| 2.22.03 Telephone system shall include a voice attendant system that provides a 24-hour voice messaging communications to individuals and departments. | X | |
| 2.22.04 Telephone system shall include hardware or software to route incoming calls to a particular extension, the operator, or other destinations. | X | |
| 2.22.05 Telephone system shall include software that works in conjunction with a desktop computer to provide a phone line directory with first party call control functions including dial, transfer and conference. | X | |
| 2.22.06 Telephone system shall include a call center program that allows a caller to select options while waiting, including listening to music or a special message, leaving a message, or to request information. The caller will be told of his place in line, the estimated waiting time, and then given the options. | X | |
| 2.22.07 A telephone system with telecommuting software that allows a worker to call in, enter a password or ID number, and activate his home phone as if it were a company extension, is preferred. | X | |
| 2.22.08 A telephone system with the ability to record telephone voice digitally and store the messages as easily accessed files, is preferred. | X | |
| 2.22.09 A telephone system with fax delivery systems that allow people to access faxes by a phone call. | X | |
| 2.22.10 A telephone system with a homework help line that provides 24-hour access by students and parents, is preferred. | X | |
| 2.22.11 A telephone system that can provide out calling to parents or the school community to announce school events, is preferred. | X | |
| 2.22.12 A telephone system with password protected voice mailboxes for students, parents, or teachers to enhance communications, is preferred. | X | |
| 2.22.13 Fully digital systems (end-to-end) are required. Configurations shall be modular in design with universal ports. All hardware shall be NADP compliant. Configurations may be expanded to the full capacity by the addition of circuit card modules, voice terminals, station wiring and cabinets. None of the original equipment shall become obsolete through expansion. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.22 Telephone And Network Integration - General Communications (con't)** | | |
| 2.22.14 The unit shall contain all of the necessary printed circuit cards, power supply and other components necessary for line and intercom switching and feature operation. The system shall be of modular design for ease of expansion and replacement of defective components. | X | |
| 2.22.15 Station instruments/voice terminals shall be multi-button, digital type, with modular connectors, and a built-in speaker for tone signals and intercom voice announcements. The instrument shall have the appropriate number of programmable buttons as required for normal operations. The instrument shall provide audible and visual signals to indicate ringing, call, and feature status. All instruments shall be hearing aid and amplified handset compatible. | X | |
| 2.22.16 A headset and connector may be ordered for connection with a station instrument. The connector shall contain a volume control and an on-off switch to enable switching between headset and handset operation. | X | |
| 2.22.17 The attendant console shall have access to all lines in the system with the ability to transfer any call to any and all voice terminals in the system. The console shall have alarm indicators to notify the attendant of potential system problems. The console shall use a loop key arrangement and have an alphanumeric LED display. | X | |
| 2.22.18 Direct station selection/busy lamp field console with its associated features may be ordered for installation adjacent to the voice terminal serving as a main call answering point. The cost of the console shall include the required circuit card, installation, wiring, and programming. The DSS/BLF shall have the appropriate number of buttons and associated lights for the maximum number of voice terminals specified by the end user. | X | |
| 2.22.19 Additional programming equipment does not have to be offered if equipment comprising the baseline system, the DSS/BLF, attendant console, or a voice terminal can be used for programming. The offeror shall specify the equipment that is used to program the system being offered. | X | |
| 2.22.20 Other peripheral equipment should be offered, and may include but not be limited to the following: music source (digital) recorded announcement machines (4 channel, digital), paging amplifier (100 W), speaker (indoor/outdoor), voice mail, terminal (minimum platform specification – Pentium 4 (or similar) processor, 2.8 GHz, 1MB L2 cache, Windows XP (or similar) operating system, 512MB RAM, 80GB hard drive, Integrated 10/100 ethernet, 17" flat panel display, keyboard, Mouse, Printer (dot matrix, ink jet or laser depending on user requirements), battery backup (4 hour at the wired level, shall not require venting). | X | |
| **2.23 Telephone And Network Integration – Voice over IP (VoIP)** | | |
| 2.23.01 VoIP systems shall allow voice-data to flow over a general-purpose packet-switched network. | X | |
| 2.23.02 VoIP systems shall allow for the integration of various services, including but not limited to: video conversations, message and data file exchange in parallel with a conversation, audio conferencing, managing address books, passing information between users. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.23 Telephone And Network Integration – Voice over IP (VoIP) (con't)** | | |
| 2.23.03 VoIP systems shall allow users to make and receive calls, regardless of their location on the LAN/WAN. | X | |
| 2.23.04 VoIP system shall keep latency, dropout of voice and packet-collision problems to a minimum, ensuring the audio stream maintains proper time consistency. | X | |
| 2.23.05 VoIP system shall include an uninterruptible power supply to maintain VoIP services during a power outage. | X | |
| 2.23.06 VoIP system shall provide for emergency call services. Indicate how, or if your system meets E911 standards. *Place information after Tab 8.* | X | |
| 2.23.07 VoIP system shall meet industry acceptable standards for allocating and assigning telephone numbers. Indicate how, or if your system meets E.164 standards. *Place information after Tab 8.* | X | |
| 2.23.08 VoIP systems offered shall meet either SIP or H.323 standards. | X | |
| **2.24 Telephone And Network Integration – Non-VoIP Telephone Systems** | | |
| 2.24.01 Non-VoIP systems shall allow voice-data to flow over a general-purpose circuit-switched network. | X | |
| 2.24.02 Telephone hardware switchers shall use PCM and/or ITU-T ISDN BRI. | X | |
| 2.24.03 Telephone hardware switchers shall have duplicated components that operate independently as a hot standby with switching occurring spontaneously in a failure. | X | |
| 2.24.04 Telephone hardware switches shall have remote service capabilities. | X | |
| 2.24.05 Telephone hardware switchers shall support a wide number of interfaces, including X.25 dedicated links (for EDI), EIA RS-232 links, ISDN BRI; contact for connecting analog devices; auxiliary for analog trunk connections, networks. | X | |
| 2.24.06 Telephone hardware switchers shall operate in temperatures between 40° to 120° F and in relative humidity as moist as 95% at 84° F. | X | |
| 2.24.07 Telephone hardware voice terminals with a variety of features will be offered, including ISDN user-friendly terminals and analog voice terminals. A videophone may be offered as should headsets, adapters, and speaker phones. | X | |
| 2.24.08 Telephone hardware voice terminals with a variety of features will be offered, including ISDN user-friendly terminals and analog voice terminals. A videophone may be offered as should headsets, adapters, and speakerphones. | X | |
| **2.25 Telephone And Network Integration – VoIP/Non-VoIP Installation, Management And Administration** | | |
| 2.25.01 Offeror will provide for the installation of equipment, configuration of software, testing of the equipment, and establish a management capability for the administrators of the LAN. | X | |
| 2.25.02 The following cards shall be hot swappable without loss of the fiber optic hub's functionality or configuration: concentrator modules, management modules, interconnectivity device modules deployed within the hub, such as bridges and routers. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.25 Telephone And Network Integration – VoIP/Non-VoIP Installation, Management And Administration (con't)** | | |
| 2.25.03 The network management system (NMS) shall be menu-driven and shall have a graphical user interface. The NMS hardware platform shall be fully configured, including all necessary interface hardware, software, and cabling. | X | |
| 2.25.04 The NMS shall support SNMP and have an integrated database with the ability to provide hooks to outside software packages. | X | |
| 2.25.05 The NMS shall provide multi-layered management of hubs, bridges, and routers with automatic recognition of all manageable elements; the NMS shall provide graphic reports, reporting network topology, traffic and statistics. | X | |
| 2.25.06 The NMS shall be able to perform diagnostic tests at all nodes in the LAN. The NMS shall have the ability to gather and store information about the operation of the network and publish, from time to time, reports about the system, including information about major and minor alarms. | X | |
| 2.25.07 Offeror shall specify that the NMS have the ability to distinguish context-sensitive and time-sensitive alarms (either major or minor) and shall have screens to display these alarm classifications. Users shall be able to set alarm thresholds. | X | |
| 2.25.08 All update releases of NMS software shall be made available to the member without additional charge during the warranty period. Revisions that involve a change in the product must be offered at full discount prices at anytime the member desires to make the purchase. | X | |
| 2.25.09 Offeror will coordinate all data cabling and termination requirements, including media converters, physical connectivity, impedance matching, and filtering. Offeror will verify that any patch cords used are necessary and installed correctly. | X | |
| 2.25.10 Offeror will supply all necessary transient voltage surge suppression devices needed to assure compliance with applicapable ANSI/IEEE C62.41 Category "B" AC line-voltage requirements. Surge protection devices that have manufacturer's guarantee of protection with an insurance package are preferred. | X | |
| 2.25.11 Local code-approved fire-stop means shall be applied at each interface between floors and between all fire-rated spaces. All necessary drawings shall show fire-stop means and materials. Copies shall be provided to the member and to other authorities. | X | |
| 2.25.12 Offeror shall supervise the installation of any cable, copper or fiber. Offeror shall require the cable installation personnel to be familiar with safety procedures, equipment operation, and cable manufacturer's installation requirements such as maximum pulling tensions and the correct use of a pulling-eye. Pull-throughs of copper with offsets shall be rigged with two (2) sheaves. | X | |
| 2.25.13 In long pull-throughs, slack shall be obtained by the use of bending shoes or equivalent to avoid sheath damage. Cable shall be secured in a neat and organized manner with plastic tie-wraps. Any excess cable in splicing vaults shall be neatly coiled for storage prior to splicing. After splicing is completed, splice cases shall be properly secured to racks with plastic tie-wraps. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.25 Telephone And Network Integration – VoIP/Non-VoIP Installation, Management And Administration (con't)** | | |
| 2.25.14 Cable-pulling lubricant shall be used per manufacturer's instruction; manufacturer's pulling tension limitations shall not be exceeded. No copper splicing shall be allowed within system. | X | |
| 2.25.15 All cable and cable pairs shall be terminated according to industry standards; terminating blocks shall be grounded; only the minimum amount of sheathing required to obtain access for termination of individual pairs shall be removed (less than 1/2 inch). Extreme care shall be taken to maintain the native twist rate in all cable. | X | |
| 2.25.16 All copper wiring shall be routed as closely as possible to the backboard and cable tray ground planes. Cable rings or another physical means shall be used to assure that all cabling will permanently maintain correct position. | X | |
| 2.25.17 Offeror shall provide physical support and cable management means for all copper runs and termination points, especially between floors, between cable tray and equipment racks, and on equipment racks. Proper bend radius to wire diameter will be maintained. Cable run outside shall be suitable for runs buried in conduits and aerial runs. Cable performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water. Aerial cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life cycle greater than 20 years. Outer jackets on all cables shall be fungus inert and crush resistant. | X | |
| 2.25.18 If optical fiber is spliced, the loss per slice shall be 0.2db or less. The offeror will test the system to verify loss by splices are within specifications. | X | |
| 2.25.19 The fiber network shall be tested and 100% of all fibers shall test within specifications. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link, which must then pass the test. | X | |
| 2.25.20 The copper cabling network shall pass all tests for category 5/5e wire. Where category 5e wire is not required, the offeror will be permitted to use category 5. Cable used shall be standard color-coded and UL listed. | X | |
| 2.25.21 All internetworking devices provided by the offeror shall interoperate with at least two (2) other manufacturer's equivalent bridges and routers. | X | |
| 2.25.22 All bridges and routers shall comply with industry open-standards and have documented interoperability with all related protocols. All remote bridges and routers shall be capable of adapting to either a full or partial T-3, T-1, fractional T-1, or 56/64 kbps bandwidth of their particular protocol. | X | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | | Comply | Deviate* |
|---|---|---|---|
| **2.26** | **Telephone System Standard and Optional Feature Descriptions (Note: Please indicate if the feature is a standard, or option for the systems proposed)** | | |
| 2.26.01 | Abbreviated Dialing, Station or System Level: This feature shall allow voice terminal users to store Station or System frequently called telephone numbers or frequently used dial access codes in system memory and use a shortened dialing procedure to access those numbers. | S | |
| 2.26.02 | Account Codes: This feature allows the caller to input billing information (i.e. client account number) when placing/receiving a call. | S/O | |
| 2.26.03 | Alerting: This feature shall provide unique patterns of voice terminal alerting for all voice terminal users to distinguish between various types of incoming calls. The pattern should indicate various types of calls including, but not limited to; terminal-to terminal call, an attendant or incoming trunk call, or a priority call. Users of terminals serving both voice and data should be provided with the ability to transfer or cut off alerting patterns at their voice terminals. | S/O | |
| 2.26.04 | Alternate Console Position: This feature shall provide for the capability of an alternate attendant console position as well as the regular attendant console position(s). This position shall provide all regular attendant console functions. A lockout capability shall be effected from the main console to prevent unauthorized access. | S | |
| 2.26.05 | Attendant Manual Splitting: This feature shall allow the attendant to consult privately with one party on a call without a second party hearing. | S | |
| 2.26.06 | Attendant Call Waiting: This feature shall provide for calls completed by the attendant (to a busy series voice terminal line) to be held waiting while a tone indication of the waiting call is directed toward the busy voice terminal. | S | |
| 2.26.07 | Attendant System Control of Trunk Group Access: This feature shall allow for the restriction of terminal lines and incoming tie trunks from accessing selected trunk facilities. Calls to restricted facilities shall be routed to the attendant position. | S | |
| 2.26.08 | Attendant System Control of Voice Terminals: This feature shall provide for the restriction of selected lines or groups of lines. | S | |
| 2.26.09 | Attendant Direct Trunk Group Selection: This feature shall provide for an attendant to be able to directly access an idle-outgoing trunk by depressing a button associated with the desired trunk group. | S | |
| 2.26.10 | Attendant Display: This feature shall provide for an alphanumeric display to allow the attendant to visually identify: calling number, class of service, trunk identification or other important information. | S | |
| 2.26.11 | Authorization Code: This feature shall allow a terminal user or attendant to dial a code, which overrides the facilities, restriction level associated with the terminal. | S | |
| 2.26.12 | Automated Attendant: This feature shall automate the transfer of incoming calls to the particular voice terminal or voice message box that corresponds to the caller's inputs. | S | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | | Comply | Deviate* |
|---|---|---|---|
| **2.26** | **Telephone System Feature Descriptions (con't)** | | |
| 2.26.13 | Automatic Call Distribution: ACD feature shall provide for a large volume of incoming calls to be answered by a group of telephones allocated for this purpose. Incoming calls are served on a first-in, first-out basis and are distributed among the available telephones (agent positions) such that the agent position that has been idle the longest is presented with the first call. A reporting package shall be included that provides, as a minimum, agent, and agent group and trunk activity reports. | S | |
| 2.26.14 | Automatic Callback: This feature shall provide for voice terminal users, calling a busy station, to be automatically connected to that line when the station becomes idle. | S | |
| 2.26.15 | Automatic Route Selection/Least Cost Routing: This feature shall provide routing of long distance calls over the most preferred route based on time of day and day of week. An access code and the public network telephone number shall be utilized to select the least expensive route. At least 10-digit screening/routing capability is required. All digit translation required to conflate the call shall be performed automatically. | S | |
| 2.26.16 | Auxiliary Equipment Access: This feature shall provide (through an extension or trunk) for the auxiliary equipment access between the system and dictation, voice, or paging equipment. | S | |
| 2.26.17 | Call Forwarding- Internal: This feature shall allow calls (internal or external) destined for the attendant or a voice terminal to be routed to another voice terminal or to the attendant. This feature shall be activated or canceled by the user or the attendant. | S | |
| 2.26.18 | Call Park: This feature shall allow a voice terminal user to have the ability to place a call on hold without tying up the activating line. | S | |
| 2.26.19 | Call Pickup: This feature shall allow a voice terminal user to have the ability to answer any call directed to another terminal line within the users pickup group. | S | |
| 2.26.20 | Call Waiting: This feature shall allow any call attenuating to terminate on a user's voice terminal, when the user is busy on another call, to be held waiting while a tone indication of the waiting call is directed toward the busy terminal. The called terminal user may then be connected to the waiting call at the user's convenience. | S | |
| 2.26.21 | Caller Identification: This is an ISDN service feature. Caller ID provides out-of-band channel delivery of data about an incoming caller. | S | |
| 2.26.22 | Class of Service - For each station on the system, the proposed system must have the ability to provide variable classes of service, alterable from an on-premise administration terminal. Service class shall define the specific calling privileges of the associated station. | S | |
| 2.26.23 | Computer Telephone Integration (CTI): The interconnecting of computers and telephone systems wherein the computer directs the system to switch calls to various internal resources and also might forward stored data to various Internal resources. It is preferred to be compliant with TAPI and/or TSAPI. | S | |
| 2.26.24 | Conference, Three-Party: This feature shall allow a voice terminal user to have the ability to connect a third party to an existing 2-party calls. | S | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | Comply | Deviate* |
|---|---|---|
| **2.26 Telephone System Feature Descriptions (con't)** | | |
| 2.26.25 Console Alarm Display: This feature shall allow system to provide audible and visual alarms at the attendant console, which signal major and minor system failures. | S | |
| 2.26.26 Data Protection: This feature shall protect data calls from intrusion by the various bridge-on features, which may otherwise disturb data transmission. | S | |
| 2.26.27 Dial Access to Attendant: This feature shall allow the attendant to be dial accessed by voice terminal users. Unique access codes can be assigned to individual attendant positions to allow dial access to a specific attendant position. | S | |
| 2.26.28 Direct Department Calling: This feature shall provide a distribution service for selected high incoming call volume departments. | S | |
| 2.26.29 Direct Inward Dialing: An incoming call from the exchange network shall be directed to the dialed voice terminal without attendant intervention. | S | |
| 2.26.30 Direct Outward Dialing: A voice terminal user shall be able to access the public exchange network without attendant -assistance. | S | |
| 2.26.31 DTMF Service: This feature shall provide DTMF signaling for terminal and attendant console users. | S | |
| 2.26.32 Hold: This feature shall allow terminal users to maintain a current call in a held state. Access to the held call shall be provided. | S | |
| 2.26.33 Hunting: This feature shall allow an incoming call to a voice terminal to be routed to an idle voice terminal in a prearranged group when the called-terminal is busy. Circular and linear hunt groups shall be possible. | S | |
| 2.26.34 Intercept Treatment: This feature shall allow calls that cannot be automatically completed, to be routed to either an attendant or a recorded announcement. | S | |
| 2.26.35 Intercom: This feature shall allow voice terminal users to be connected to a conning intercom path with other voice terminals. An alerting signal shall be provided to audibly identify intercom calls. | S | |
| 2.26.36 Last Number Redial: This feature shall allow voice and data terminal users to automatically redial the last number called by depressing a single terminal button. | S | |
| 2.26.37 Line/Feature Status Indication: A status lap shall be provided with an indication of the call status for each call appearance on all digital voice and data terminals. | S | |
| 2.26.38 Line Lockout: Intercept tone shall be provided to a voice terminal user who remains off-hook for 10 seconds without dialing. | S | |
| 2.26.39 Loudspeaker Paging Access: This feature shall allow the attendant and voice terminal users access to voice paging equipment. | S | |
| 2.26.40 MAC (Moves, Adds and Change Administration), by owner: This feature shall allow moves, adds, deletes and changes (MAC) to extension numbers, service classes, and station and trouncing arrangements to be accomplished by owner via an on-premise phone/terminal. Offeror shall provide a complete description of system's administration capabilities. | S | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| | Requirement | Comply | Deviate* |
|---|---|---|---|
| **2.26** | **Telephone System Feature Descriptions (con't)** | S | |
| 2.26.41 | Message Waiting: This feature shall allow two modes of usage, manual and automatic. In the manual mode of operation, a voice terminal user shall have the ability to activate a status lap at another designated voice terminal to indicate there is a message for the designated terminal user. System shall also have the ability to automatically light a message-waiting lap at a user terminal in conjunction with various message services provided. | S | |
| 2.26.42 | Music-on-Hold Access: This feature shall allow music to be provided to the held party during any holds interval. | S | |
| 2.26.43 | Night Answer from Console: A feature, which automatically reroutes incoming, calls to an attendant position, in this case an executive station set, etc., after hours. | S | |
| 2.26.44 | Off-Premises Terminal: This feature shall provide access to the system by voice terminals located off-premises from the system location. Off-premises terminals shall be connected to the system via a line or trunk circuit, depending upon the application required. | S | |
| 2.26.45 | Override: This feature shall allow a warning tone shall be applied to a busy connection followed by bridge-on of the calling party, when activated by a calling terminal user on a call to a busy terminal line. | S | |
| 2.26.46 | Privacy: This feature shall prevent another user from entering into an established call. | S | |
| 2.26.47 | Queuing: This feature shall allow for calls to an all-busy trunk group to be placed in a queue while awaiting an idle trunk. | S | |
| 2.26.48 | Private Network Access: This feature shall provide connection to a tandem tie trunk network, a Connor control switching arrangement, and an enhanced private switched communications service network or an electronic tandem network. Private network access calls shall have the ability to tandem through the local or distant system or on-premises system without attendant assistance if this option is provided. | S | |
| 2.26.49 | Recall Signaling: This feature shall provide a unique audible signal, which indicates that the system has recognized a recall and is ready to receive a request for activation of a voice terminal feature. | S | |
| 2.26.50 | Remote Access: This feature shall provide users outside of the system access to the system via the public network for the purpose of using system services. | S | |
| 2.26.51 | Remote Maintenance System Access: This feature shall provide for accessibility to the system via the serving network, by a remote central facility for administration, maintenance and automatic reporting of system alarms. | S | |
| 2.26.52 | Serial Calls: This feature shall provide the ability for the attendant to extend a call to two or more voice terminals or trunks in succession without requiring the calling party to redial the attendant. | S | |
| 2.26.53 | Station Message Detail Recording/Call Recording: This feature shall provide a means to permanently record the completion time, call duration, dialed number and the trunk group used for outgoing and/or incoming calls. Any authorization code shall also be recorded. Records shall be available for extensions and the attendant(s) position(s). | S | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

**2.0 Scope of work and specifications**

| Requirement | | Comply | Deviate* |
|---|---|---|---|
| 2.26.54 | Terminal Busy Indication: This feature shall provide a visual indication of the switch hook status of a particular voice and data terminal. | S | |
| 2.26.55 | Time Reminders: This feature shall alert the attendant after 30 seconds when a call on the console is waiting to be connected. | S | |
| 2.26.56 | Toll Restriction: This feature shall restrict voice terminals from completing toll calls or calls to the toll operator without attendant assistance. | S | |
| 2.26.57 | Transfer: This feature shall permit certain voice terminal users to transfer a 1-party call to another party. Voice terminal users shall be able to transfer a 1- or 2-party call to a third party. | S | |
| 2.26.58 | Trunk Group Busy/Warning Indicators: This feature shall alert the attendant (with visual warning indication) when a preset number of trunks in a group are busy, or a visual busy indication when the entire trunk is busy. | S | |
| 2.26.59 | Trunk-to-Trunk Connections: This feature shall allow an incoming trunk call to be extended to an outgoing trunk, or an outgoing trunk call is extended to another outgoing trunk. | S | |
| 2.26.60 | Uniform Call Distribution: This feature shall allow incoming listed directory number trunk calls shall be terminated, without attendant assistance, directly to a prearranged group of voice terminals. | S | |
| 2.26.61 | Visually Impaired Attendant Services: This feature shall enable a visually impaired person to operate the attendant position by augmenting the normal visual signals with special devices and audible signals. | S | |
| 2.26.62 | Voice Mail System: Voice mail system shall be fully integrated with the telephone system. | S | |

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 40). List the specification number for each deviation.**

Place after Tab 5

## Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

*Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).*

*We take the following exceptions to the Special Terms and Conditions or make the following deviations from the Scope of Work and Specifications for:*

***(Indicate "None," if no exceptions or deviations are taken)***

No Exceptions

# *Appendix B: Questionnaire for Offeror*

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: 07-488566W

   Do you collect city, county and/or other local sales tax in Arizona? Yes __X__ No _____

   *Please check one:*

   Ξ City, county and/or other local sales tax rate is __8.1%.

   Ξ City, county and/or other local sales tax rate varies by ship-to address.

2. For products on your price list, is shipping/handling included in the price? Yes __X*__ No ____

   If No, estimate S/H on purchases * Expedited Shipping Charges or Manufacture Shipping Charges would apply and would be a pass through cost to MESC members where applicable. Certain items, shipping charges apply such as cabinets and some UPS's. Where these charges are assessed from the manufacturer, NIC will pass through the cost to MESC members. For the majority of the items on our price list, shipping is included unless expedited delivery is requested from the member.

3. Mohave is established to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-district or multi-county operation."

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 700 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   *Yes* __X__ *No* _____

   If No, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

   _____

4. List applicable Arizona Contractor's licenses held by your company.

| Name of licensee | Classification | Number |
|---|---|---|
| Electrical | L-11 | 151110 |
| Communications Systems Only | A-E | 107452 |
| General Commercial Contractor | B-01 | 107453 |

5. Describe your return policy. What is your restock fee, if any? (Restock fee must not exceed 15%)

   No cost to MESC members unless incurred by NIC from suppliers, not to exceed 15%

   Describe any exclusions or limitations applicable to your return policy. Product must be new in box with all manuals and material and fall within the manufactures guidelines for returns.

6. Where should Mohave send purchase orders?

   Attention of: Network Infrastructure Corporation

   Street Address: 1131 W. Warner Rd. Suite 111 Mailing Address: Same

   City: Tempe State AZ ZIP 85284

   Telephone (to verify prices) 480-850-5050 Fax 480-850-5051

Do you prefer that Mohave fax or email (.pdf format) your purchase orders?

Fax _____ Email X___ Email Address: orders@nicweb.com

*Note: Mohave prefers to issue purchase orders by email in order to expedite order placement.*

Place after Tab 7

7. Contacts for Mohave.

Main Mohave representative Brent Graves
*(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title Sr. Account Manager

Phone number 480-850-5050 Fax 480-850-5051

Email address orders@nicweb.com

Name of contact for RFP/contract Brent Graves
*(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title Sr. Account Manger

Phone number 480-850-5050 Fax 480-850-5051

Email address orders@nicweb.com

Accounting Contact Lisa Knoll Email address mohave@nicweb.com
*(Shall be the main point of contact for Mohave account specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Payment remittance address 1131 W. Warner Road, Suite # 111

City Tempe State AZ ZIP 85284

Telephone (invoice questions) (480) 850-5050 FAX (480) 850-5051

If you want Mohave to send payments by a private, NEXT DAY, carrier, please identify the carrier and your account number: _____

8. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

| Name | Region served | Phone |
|---|---|---|
| Scott McKeon | Arizona | 480-850-5050 |
| Chris Niemeyer | Arizona | 480-850-5050 |
| Laurel Goodman | Arizona | 480-850-5050 |

9. Indicate if your offer is regional or statewide. Regional _____ Statewide X

If regional, indicate the regions in Arizona you will service. _____

10. Will you offer a quick pay discount if payment is made within 20 or 30 days? Yes _____ No X

If Yes, what is the discount for 20 days? _____ 30 days? _____

11. What is your general website (Internet) address? www.nicweb.com

12. If awarded a contract, will you host your Mohave pricing on your website? Yes X No _____

# *Appendix C: Support and Maintenance Plans*

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm.

Do you provide warranty and maintenance for the items in the proposal? Yes [ X ] No [ ] If no, how do members obtain warranty and maintenance service?

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

**Network Infrastructure Corporation 1131 W Warner Road, Suite 111, Tempe, AZ 85284**

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

**Support Services – 480-850-5060 or 866-642-6878 Toll Free**

service@nicweb.com

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [ ] No [ ]

Do you provide technical help via phone? Yes [ X ] No [ ] If yes, provide a phone number and contact.

**Support Services – 480-850-5060 or 866-642-6878 Toll Free or service@nicweb.com**

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

54

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

$ 600,000.00

Describe the steps a member should take to activate a warranty, if any. Members do not need to activate a warranty, NIC starts warranty upon completion of a project and acceptance by the member. If a service/warranty request is needed, call 1-866-642-6878 to open a service ticket.

Do you offer extended warranty or maintenance service plans? Yes [ X ] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. **NIC suggests the use of both NIC Maintenance Plans and Manufacturers Maintenance plans including but not limited to Cisco SmartNet Maintenance Program, Nortel Assurance Maintenance Program and Active Voice Unity ActiveCare Maintenance Program. Not all customers choose to add this extended maintenance to their purchase, but**

**NIC did submit unit pricing in our submittal. If a customer desires to have the extended maintenance, we will add the line items to their proposal.**

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

**NIC does offer some enhanced maintenance programs that are designed to maximize network uptime. These programs include the NIC Site Assessment, HealthCheck and QOS monitoring.**

# *Appendix D: Manufacturer's Representative Information, References & Business Ownership*

Place after Tab 7

## Manufacturer's Representative Information

Check all that apply

X_____ Offeror is authorized to submit a proposal for the specified equipment and can provide the equipment if awarded a contract.

X_____ Offeror is a bona fide dealer for the equipment in the proposal.

_____ Offeror is the manufacturer of the equipment in the proposal.

## Business Ownership: Gender/Ethnic Group

***(Used for reporting. Not a factor in contract award.)***

***If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each.*** To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. Proof of ownership is evidenced by the sales tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

1. Woman owned _____%
2. Anglo owned _____%
3. Hispanic owned _____%
4. African American owned _____%
5. Native American owned _____%
6. Asian owned _____%
7. N/A (government, nonprofit, etc.) _____%

# *Appendix E: Telecommunications Systems Compliance Worksheet*

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Mohave member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over $100,000 include the total life cycle costs, total Mohave member costs, and application benefits for the proposed purchase.

**To assist in evaluating your proposal, please check and complete the applicable section below.**

☐ ~~**We are exempt from ARS §41-2553 because we are not offering telecommunications systems.**~~

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per Mohave member or contract.**

☒ **We will respond to the information below because the systems we sell may exceed $100,000 per Mohave member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____60 months  _X_84 month  ____120 month  ____other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

_X_Yes  ____No(If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

_X_Yes  ____No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

| | |
|---|---|
| Initial cost | $100,000 |
| Maintenance costs | $109,000 |
| Residual value | -0- |
| Total Life Cycle Costs | $209,000 or $29,858 per year |

_X_Yes  ____No(If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

Please see Executive Summary (Tab 2)

# Appendix F: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total Mohave member and total life cycle costs. The law requires that any vendor of information systems that cost over $100,000 include the total life cycle costs, total Mohave member costs, and application benefits for the proposed purchase.

**To assist in evaluating your proposal, please check and complete the applicable section below.**

☐ **We are exempt from ARS §41-2553 because we are not offering information systems.**

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per Mohave member or contract.**

☐ **We will respond to the information below because the systems we sell may exceed $100,000 per Mohave member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____ 60 months ____ 48 months ____ 36 months ____ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100 %; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

____ Yes ____ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

____ Yes ____ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

| | |
|---|---|
| Initial cost | $100,000 |
| Maintenance costs | 67,000 |
| Residual value | -10,000 |
| TOTAL LIFE CYCLE COSTS | $157,000 or $31,400 per year |

____ Yes ____ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

_____

_____

Place after Tab 8

**3.0 Additional Information**

3.1 PPI (Past Performance Indicators) is relevant information regarding your actions under previously awarded contracts to schools, local, state, or federal agencies. It includes your record of conforming to specifications and to standards of good workmanship; your record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; your history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, your businesslike concern for the interests of the customer.

Provide a list of five (5) Arizona public agencies (preferably school districts) where telecommunication systems have been successfully accomplished in the past five (5) years. Provide the name of the public agency, type of project, number of handsets/stations and size of the system installed, contract amount, year of the project, contact name and telephone number.

***Page Unified School District***
Type of Project: IP Telephony & Voicemail
Contact: Hyrum Short
Phone: (928) 608-4197
Number of Handsets: 400
Contract Amount: $400k
Year of the Project: 2004

***Washington Elementary School District***
Type of Project: IP Telephony & Voicemail
Contact: Chris Lieurance
Phone: (602) 347-2681
Number of Handsets: 3,000
Contract Amount: $1.8 Million
Year of the Project: 2006

***Holbrook Unified School District***
Type of Project: IP Telephony & Voicemail
Contact: Ann Gardner
Phone: (928) 524-6144
Number of Handsets:
Contract Amount: $150k
Year of the Project: 2005/2006

***JO Combs Elementary School District***
Type of Project: IP Telephony & Voicemail
Contact: Jason Moffitt
Phone: (480) 987-5313
Number of Handsets: 250
Contract Amount: $ 350K
Year of the Project: 2003

***Tolleson Elementary School District***
Type of Project: IP Telephony & Voicemail
Contact: Daniel O'Brien
Phone: (623) 936-9740 x 2050
Number of Handsets: 50, currently expanding
Contract Amount: $90k
Year of the Project: 2006

3.2 List five (5) telecommunication systems projects that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number.

***Tempe Elementary School District***

Type of Project: Telecommunications Wide Area
Year of the Project: 2005
Contract Amount: $550K
Contact: Gary Smith
Phone: (480) 730-7359
Steps taken to satisfy the customer: This was a wide area telecommunications project involving pt-to-pt and point-to-mulitpoint wireless. There were problems with the design and NIC provided additional radios at no cost to the district to solve the design flaws and to provide a system that would function as the original planned design.

***Washington Elementary School District***

Type of Project: IP Telephony & Voicemail
Year of the Project: 2006
Contract Amount: $ 1.8 Million
Contact: Chris Lieurance
Phone: (602) 347-2681
Steps taken to satisfy the customer: During the initial phases of the Washington IP Telephone implementation there were some unanticipated problems with the existing time clock operations and with the HVAC control systems that worked through the phone system. NIC worked with the district and the vendors and determined that installing new Analog Telephone Adaptors (ATA's) and converting them to the new Cisco call manager fixed the problem. It was very important to the customer as this affected their ability to capture time card data. The problem was resolved in less than a week and functionality was restored with minimum impact to school operations.

***Tolleson Elementary School District***

Type of Project: Telephony
Year of the Project: 2006
Contract Amount: $ 90k
Contact: Daniel O'Brien
Phone: (623) 936-9740 x 2050
Steps taken to satisfy the customer: This was an integration with their existing PBX and there were issues with the programming on the existing PBX to work in conjunction with the new VoIP system. NIC worked throughout the night on the configuration and was there in the morning to help resolve any possible issues and offer support. We addressed the issues and had a successful project and happy customer.

3.3 In the past three years, what percent of your business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 40% Northern Arizona 30% Southern Arizona 30%

3.4 Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

NIC covers the entire State of Arizona and has customers in all corners of the state and between. Some of our more rural customers are also serviced utilizing our California office to reduce travel for onsite projects.

3.5 If a Mohave member in a geographic area of the state remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

NIC performs all work in house and utilizes our CA office if needed for staff augmentation. We currently have customers in all corners of the state so we are already in most of these remote areas servicing clients and schedule projects accordingly. This helps to increase our level of customer support as well as reduce the cost to MESC members.

3.6 In the past five years, what percentage of telecommunication systems that you have installed were in each type of system identified below?

PBX 10%

VoIP 85%

Other 5%

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 * (928) 718-3232 Fax

**Via Facsimile**
**(480) 850-5051**

# REQUEST FOR BEST AND FINAL OFFERS

## REQUEST FOR PROPOSAL 06F-0525
## Telecommunication Systems

In accordance with Arizona Department of Education School District Procurement Rule R7-2-1048, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 06F-0525.

**BEST AND FINAL OFFER DUE DATE:** Monday, July 10, 2006 @ 4:30 p.m. MST

**LOCATION:** Mohave Educational Services Cooperative, Inc.
625 E. Beale Street
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 06F-0525, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Mohave will not be responsible for late receipt of best and final offers. If a best and final offer is not submitted, the offeror's previous proposal response will be considered its best and final offer. ***Faxed best and final offers cannot be accepted.***

**CONTACT PERSON:** MARK DIBLASI, CONTRACT SPECIALIST II PHONE: (928) 718-3220

Tom Peeler, CPPB
Executive Director

**DATE:** June 30, 2006

**THIS BEST AND FINAL OFFER IS SUBMITTED BY:**

**Name:** Patrick J. Sobel, President and CEO
**Firm:** Network Infrastructure Corporation
**Address:** 1131 W. Warner Road, #111
**City:** Tempe **State:** AZ **Zip:** 85284

**Phone:** 480-850-5050 **Signature:**

**Date:** 7/6/06 **Title:** President and CEO

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 * (928) 718-3232 Fax

**Via Facsimile**
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# REQUEST FOR BEST AND FINAL OFFERS

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**CONTACT PERSON:** MARK DIBLASI, CONTRACT SPECIALIST II PHONE: (928) 718-3220

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**Name:** Patrick J. Sobel, President and CEO
**Firm:** Network Infrastructure Corporation
**Address:** 1131 W. Warner Road, #111
**City:** Tempe **State:** AZ **Zip:** 85284

**Phone:** 480-850-5050 **Signature:**

**Date:** 7/6/06 **Title:** President and CEO

# REQUEST FOR BEST AND FINAL OFFERS

## BEST AND FINAL OFFER SUBMITTAL

1. Your answer to question 3.6 – Additional Questions, indicated that 5% of your installed systems fell in the "Other" category. Please provide information that details what these "other" systems are.

The other systems as noted included small key systems and hosted (managed) VoIP systems.

2. Your response indicated that you are offering Cisco products. It is Mohave's understanding that beginning in June, 2006, Cisco removed the inclusion of 12 months of SmartNet coverage for new products. Have you factored in the additional cost of SmartNet coverage, in order to meet the 12-month warranty requirement detailed in the **Warranty Requirements** term (page 19)? If you have not factored this additional cost in, please submit new Cisco pricing to detail what these additional costs would be.

SMARTnet pricing has been included with our response and is not included for the first year as it has in the past from Cisco. Cisco does provide standard equipment warranties that cover hardware replacement, ranging from 1 yr to lifetime on certain switches, telephone handsets and equipment. NIC recommends SMARTnet coverage on core equipment as this offers a higher level of coverage (example 24x7x4 coverage) as well as provides software and firmware updates.

3. It appears that electronic and printed pricing for Telex and AMP was not included. Please include electronic and printed pricing for these product lines.

Telex should be Telrex and is under the Call Rex tab, these are the same product, Telrex is the manufacture/vendor, Call Rex is the product line. AMP is included under the Telco tab.

4. Page 10 of your financial report indicated that Network Infrastructure Corporation "was not in compliance with certain financial and non-financial covenants at September 30, 2005. Please explain this further.

The financial covenant that NIC did not meet at September 30, 2005 was the requirement that the Debt to Equity ratio not exceed 4to1. The non-financial covenant that NIC did not meet was the requirement that monthly financial statements be submitted within 20 days after month end. The bank subsequently waived compliance with both covenants and extended the loan.

5. The answer provided to question E, on Appendix E was blank. Please provide information, as specified in question E, on Appendix E.

Application benefits of the telecommunication systems offers include the following:

- reduced or eliminated long distance charges, when applicable
- greatly reduced costs for multi-site facilities
- reduced cabling costs for new facilities
- increased user productivity
- reduction in MAC's (moves/adds/changes) and programming costs
- increased bandwidth

The following study from Sage Research, Inc. is a validation of the application benefits for IP Telephony/VoIP:

**New Study by Sage Research Shows IP Telephony Productivity Gains Across Entire Organization**

Sage Research, Inc., in a new comprehensive study of IT decision makers, has found that organizations are realizing productivity benefits from IP Telephony (IPT) deployments that reach far beyond the IT department itself.

The study found that while cost savings was cited as an IPT deployment driver by 75% of those surveyed, productivity savings was cited by more than 60%. Most surprising was that the productivity benefits were felt by both IT and non-IT workers. In another unanticipated finding, 66% of the respondents said they perceive IPT deployment as giving them a competitive advantage.

The research was based on a quantitative survey conducted among 100 IT decision makers at organizations of various sizes, augmented by qualitative research in the form of three online focus groups. All the organizations had deployed IP Telephony from a variety of vendors for more than one year.

"It is no surprise that cost savings is the main driver for an IP Communications deployment. But the extent to which our survey respondents said productivity benefits drive IPT adoption was totally unexpected," said Kathryn Korostoff, president of Sage Research, Inc. "The most startling non-IT productivity benefit is one that had come up anecdotally in prior research-easier and recurrent workspace relocation-so we designed it into the survey, and it turned out to be the single most frequently reported benefit."

To see online video of Kathryn Korostoff explaining this study's findings, please go to http://cisco.feedroom.com, click on "Innovation" and then click on the screenshot for "IPT Productivity."

## Non-IT Employee Benefits of IP Telephony

The survey respondents expressed specific IPT productivity benefits for both IT and non-IT employees, and quantified the benefits so that they can be expressed the actual number of hours saved as a result. The examples below express benefits for IT and non-IT employees:

| Realized IT Benefit | Percent of Population Receiving the Benefit | Average Benefit Level Experienced |
|---|---|---|
| Faster Moves, adds, or changes | 72% | 1.5 hours per move |
| New office opening completed quicker | 55% | 3.8 weeks per new office opening |

| Realized Non-IT Benefit | Percent of Population Receiving the Benefit | Average Benefit Level Experienced |
|---|---|---|
| Easier move, add, or change process allows employees to move workspaces more often | 71% | 3 more moves per year |
| Less telephone tag for all employees | 50% | 3.9 hours week per employee, or 25 days per year |

## About Sage Research

Sage Research, Inc. is a full-service market research and consulting firm providing global demand-side research to technology product and service providers. With in-depth experience in the networking and telecommunications markets, Sage delivers actionable data and recommendations based on the most current qualitative and quantitative methods. Practice areas include customer loyalty, market segmentation, brand equity, business case validation, technology adoption, and product concept testing. Founded in 1993, Sage serves a broad client base that includes industry leaders and innovative start-ups. For more information, visit www.sageresearch.com.

6. Your answer to question 1.6 included evidence of education, training and industry certification that your employees hold. However, you did not include steps that your firm will take to ensure that the education, training and industry certification is kept current. Please provide this missing information.

NIC encourages and ensures on going education, training and industry certifications and employees the most highly trained and certified professionals in the industry. We have individual training programs and goals for each of our employees and are individually written for the employee based on their level of education, certifications and knowledge. With NIC's level of certifications from our manufactures being the highest in the industry, there are strict guidelines for certification renewals and ongoing training. These requirements are incorporated into our individual training programs and help our employees maintain there certifications as well as help them grow their knowledge and industry expertise. We have at least one employee every month receiving a new certification or attending a training program. NIC takes great pride in our level of expertise and goes to great length to ensure we hire, train and maintain the utmost experts in the industry that are focused on our number one goal: Customer Service.

As NIC is a Cisco Gold Certified Partner, the highest level in the industry, we have a training policy specifically for this manufacture. As NIC is certified for numerous manufactures we have not included these programs for all our manufactures but we believe this outlines the level of depth and commitment NIC put towards training our employees.

**NIC Hiring, Training & Retention Overview**

NIC's team of professionals combines a wide range of experience in information technology. Our hands-on experience gives us a definite edge in providing technical solutions that work. Our engineers are constantly trained and certified in the latest technology solutions and enhancements. Our marketing and project management staff is experienced in providing immediate customer response, on time and on budget with total customer satisfaction.

Our hiring process for prospective candidates includes an in-depth process to qualify the individual for the position they are considering at NIC:

- Resume review
- Telephone interview
- Face-to-Face interview with supervisor
- Personality testing
- Secondary interview with manager
- Offer, drug testing, background check

To support the technology requirements of our customers, we constantly evaluate and review the expertise of our sales and support staff. Initially each employee goes through a 90-day period of training and evaluation which includes:

- One-on-one training with manager
- Weekly product lunch & learns
- Close integration with partner representatives
- Ongoing product training
- Ongoing sales methodology training
- 90-day performance evaluation identifies goals and lists opportunities that will lead to growth in their position during the next six months. (see 90-day performance form)
- Account Managers are also required to obtain Cisco Sales Expert certification within 90-days via web-based COO training

Additionally, each year an employee is given an annual review that rates past performance and identifies goals and opportunities that will lead to growth in their position during the next year. (see annual performance form)

NIC prides itself in retaining Cisco certified employees by offering an enjoyable work place environment that is challenging and continues to test their expertise. Employees are encouraged to use the Cisco Partner E-learning

Connection site. Certified employees constantly attend Cisco sponsored web-casts, seminars, on-site training and other Cisco sponsored events to stay on top of on-going technology to support the needs of our customers. (see Cisco certified employee list)

To request training, an employee can complete the Employee Training Form and submit to their manager for approval. This process is used for events that are not vendor sponsored and require additional funding and approval. (See instructions and form / Internal Document)

NIC in fact just recertified with Cisco to renew our Gold Status, the following outlines our recent recertification:

**Thank you to all of our Engineers, Acct. Managers and Management who made this possible.**

**Some Stats about being "Gold":**

- NIC is one of 121 Gold Partners in the USA
- We are one of 3 Cisco Partners with the Express Foundation Specialization
- We are the *ONLY* US Gold Partner with the Express Foundation Specialization
- NIC is one of 61 US Gold Partners that have achieved the Star of Customer Satisfaction Excellence
- NIC has 4 Specializations associated with our Gold Certification
  - *IP Telephony*
  - *Wireless LAN*
  - *VPN Security*
  - *Express Foundation*

7. Which of the product lines that you have included in your offer represents your main product line(s) for PBX and/or VoIP systems?

Cisco, Redline, Ceragon and Interstar are the main product lines that NIC utilizes for telecommunication systems.

8. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
   - Please review your prices to determine if any additional discounts are available.
   - If yes, provide a new comprehensive price schedule.

   If no, indicate "No Additional Discounts."

NIC has provided our maximum educational/public sector discounts for this response which are below our standard discount levels, no additional discounts are applicable. However, NIC will provide additional discounts such as trade in credit for existing, older equipment. This trade is in accordance with manufacture programs and provides additional value to MESC members when applicable. NIC handles the entire trade in process including picking up the old equipment from MESC members and handling all paperwork and return of old equipment to the appropriate manufacture at no cost to the member.

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7/14/2010

# Extension of Contract



Brent Graves/Patrick Sobel
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

**RE: Contract # 06F-NIC-0721 Extension Agreement made by and between Network Infrastructure Corporation and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 06F-NIC-0721 for a period of one year (1) year, beginning 7/21/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Network Infrastructure Corporation agrees to provide products or prices as per 06F-0525.

---

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature _____ Title Sr. Account Executive

Typed/Printed Name BRENT GRAVES Date 7/14/10

Please check the information below.

POs Att: Order Desk
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

Remit to: Network Infrastructure Corporation
Accounts Receivable
Dept LA 22587
Pasadena, CA 91185-2587

Member Contact: Brent Graves Phone Number: 480-850-5050 Fax Number: 480-850-5051
Contract Administrator: Brent Graves/Patrick Sobel

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org. Email any corrections to contracts@mesc.org

---

**If both pages of this notice are not received at Mohave's Kingman office on or before 7/21/2010, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238**

*To terminate contract 06F-NIC-0721 effective 7/21/2010, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.*

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

- The manufactures NIC represents are leaders in their industry and are looking for ways to protect the environment an have received awards for their involvement. One such example is for Cisco Systems which received the following awards:

Cisco Systems Receives U.S. EPA Green Power Leadership Award

EPA awards Cisco Systems as one of nation's top purchasers of renewable energy

What testing or certifications (such as LEED certification) do the products or services in your offer support?

-The products we support go through 3rd party testing and certifications such as Miercom. Here is an example of the testing done that supports lower power consumptions and Certified Green.:

http://www.cisco.com/en/US/prod/collateral/routers/ps9343/asr1000_series_green.pdf

Any other "green" considerations we should make members aware of?

- Cisco introduced the innovative Cisco Energy Wise technology for Cisco Catalyst® switches that measures, reports and reduces the energy consumption of Internet Protocol (IP) devices such as phones, laptops and access points. Cisco also announced industry partner solutions along with an intelligent middleware acquisition that will ultimately enable the management of power consumption for entire building systems such as lights, elevators, and air conditioning and heating.

# Extension of Contract



Network Infrastructure Corporation **06F-NIC-0721**

**Pricing Update:**

*We list your contract as having predominantly % off retail pricing. Please check the applicable lines below:*

**_____ Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

**___X___ Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.**

**_____ We will provide new catalogs by _____(insert date)**

**_____I intend to provide pricing _____(insert date)**

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

**Green contracting:**

*In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:*

Are there environmental protection and sustainability considerations that could be added into your contract?
- Not specifically however we do look for ways to help protect the environment including have orders shipped complete from the manufacture as opposed to having each piece of equipment shipped individually as in stock. We have orders held to ship complete to help with both environmental/shipping as well as reduce time to receive/inventory for districts.

- Another example of environmental protection is having equipment shipped in bulk/bundles in order to reduce packaging material and waste. For example, on wireless access points we order 10-packs when applicable as opposed to (10) individual access points. This greatly reduces the amount of packaging and waste.

What products or services in your contract support environmental protection and sustainability?
-We do look at ways to save power and energy for MESC members however in new deployments and designs. Some of the new switches and network components have an energy feature which allow power to be turned off/down to devices such as wireless access points and phones. There are also new products coming out we are testing that integrate in with building controls, HVAC, lighting and utilities to IP enable these systems for control and scheduling to save energy costs.

Identify the services in your contract generally accepted as environmentally friendly and sustainable:
-This is not really applicable to the scope of this contract. NIC does carpool for remote jobs and looks for ways to reduce travel including video conferencing to reduce gasoline consumption and emissions.

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6/15/2009

# Extension of Contract



Brent Graves/Patrick Sobel
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

**RE: Contract # 06F-NIC-0721 Extension Agreement made by and between Network Infrastructure Corporation and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 06F-NIC-0721 for a period of one year (1) year, beginning 7/21/2009. The extension shall be under the same terms and conditions contained therein, except as outlined on page 2 of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, Network Infrastructure Corporation agrees to provide products or prices as per 06F-0525.

---

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature_____ Title Sr. Acct Executive

Typed/Printed Name Brent J. Graves Date 6/15/09

Please check the information below.

POs Att: Order Desk
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

Remit to: Network Infrastructure Corporation
Accounts Receivable
Dept LA 22587
Pasadena, CA 91185-2587

Member Contact: Brent Graves Phone Number: 480-850-5050 Fax Number: 480-850-5051
Contract Administrator: Brent Graves/Patrick Sobel

---

We desire to **terminate** contract 06F-NIC-0721 effective 7/21/2009, and agree to complete any authorized work or orders received prior to that date.

Signature_____ Title_____

Typed/Printed Name_____ Date_____

**If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 7/21/2009, orders may be held without processing.**

Email or Fax completed page one and two to contracts@mesc.org or (928) 718-3238
Contact Craig McKee, Director of Contracting Programs,at (928) 718-3201, or craig@mesc.org, if you have any questions.

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▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

# Extension of Contract



Network Infrastructure Corporation **06F-NIC-0721**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718 -3201 or email craig@mesc.org.

**Pricing Update:**
Please check the applicable lines below:

_____ **I have attached my pricing update and/or new catalogs.**

_____ **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

X **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.**

_____ **I intend to provide pricing as follows. (explain below)**

_____
_____
_____
_____
_____
_____

**Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.**

Signature _____ Title Sr. Acct Exec.

Printed Name Brent J. Graver Date 6/15/08

**Email is preferred for price updates.**
**Please identify any new items you may be proposing.**
**Rev 3/6/09 CAM**

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7/25/2008

# Extension of Contract

Brent Graves/Patrick Sobel
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

**RE: Contract # 06F-NIC-0721 Extension Agreement made by and between Network Infrastructure Corporation and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 06F-NIC-0721 for a period of one year (1) year, beginning 7/21/2008. The extension shall be under the same terms and conditions contained in the original solicitation, 06F-0525, except as outlined on page 2 of this agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, Network Infrastructure Corporation agrees to provide products or prices as per 06F-0525.

---

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature_____ Title Sr. Account Executive

Typed/Printed Name Brent Graves Date 7/25/08

Please check the information below.

POs Att: Order Desk
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

Remit to: Network Infrastructure Corporation
Accounts Receivable
Dept LA 22587
Pasadena, CA 91185-2587

Member Contact: Brent Graves Phone Number: 480-850-5050 Fax Number: 480-850-5051
Contract Administrator: Brent Graves/Patrick Sobel

---

We desire to **terminate** contract 06F-NIC-0721 effective 7/21/2008, and agree to complete any authorized work or orders received prior to that date.

Signature_____ Title_____

Typed/Printed Name_____ Date_____

**If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 7/21/2008, orders may be held without processing.**

Fax completed page one and two to (928) 718-3238

Contact Craig McKee, Director of Contracting Programs.at (928) 718-3201, or craig@mesc.org, if you have any questions.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.
www.mesc.org
Serving Arizona Since 1971

▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

# Extension of Contract (Page 2)

Network Infrastructure Corporation **06F-NIC-0721**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718 -3201 or email craig@mesc.org.

**Pricing Update:**
Please check the applicable lines below:

_____**I have attached my pricing update and/or new catalogs.**

_____**Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

__X__**Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.**

_____**I intend to provide pricing as follows. (explain below)**

_____

_____

_____

_____

_____

_____

**Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.**

Signature _____ Title Sr. Account Executive

Printed Name Brent Graves Date 7/25/08

**Email is preferred for price updates.**
**Please identify any new items you may be proposing.**

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www.mesc.org

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▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

7/6/2007

# Extension of Contract

Patrick Sobel
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

**RE: Contract # 06F-NIC-0721 Extension Agreement made by and between Network Infrastructure Corporation and Mohave Educational Services Cooperative (MESC).**

In accordance with its terms, Mohave desires to extend contract 06F-NIC-0721 for a period of one year (1) year, beginning 7/21/2007. The extension shall be under the same terms and conditions contained in the original solicitation, 06F-0525, except as outlined on page 2 of this agreement.

Please indicate your desire to extend by completing the appropriate information below. If the contract is extended, Network Infrastructure Corporation agrees to provide products or prices as per 06F-0525.

---

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature_____ Title Sr Account Executive

Typed/Printed Name BRENT GRAVES Date 7/12/07

Please check the information below.

POs Att: Order Desk
Network Infrastructure Corporation
1131 W. Warner Rd. Suite 111
Tempe, AZ 85284

Remit to: Network Infrastructure Corporation
Accounts Receivable
Dept LA 22587
Pasadena, CA 91185-2587

Member Contact: Brent Graves Phone Number: 480-850-5050 Fax Number: 480-850-5051
Contract Administrator: Patrick Sobel

---

We desire to **terminate** contract 06F-NIC-0721 effective 7/21/2007, and agree to complete any authorized work or orders received prior to that date.

Signature_____ Title_____

Typed/Printed Name_____ Date_____

**If pages 1 and 2 of this notice are not received at Mohave's Kingman office on or before 7/21/2007, orders may be held without processing.**

Fax completed page one and two to (928) 718-3238

Contact Craig McKee, Director of Contracting Programs,at (928) 718-3201, or craig@mesc.org, if you have any questions.

**MOHAVE**
EDUCATIONAL SERVICES COOPERATIVE, INC.
www.mesc.org

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▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

# Extension of Contract (Page 2)

Network Infrastructure Corporation **06F-NIC-0721**

At contract extension time, we are asking you to examine your contract record on page one carefully and review your contract description on our "Product/Vendor Finder" page at www.mesc.org.

If you find that you need to make any corrections, please call Craig A. McKee at (928) 718 -3201 or email craig@mesc.org.

**Pricing Update:**
Please check the applicable lines below:

_____**I have attached my pricing update and/or new catalogs.**

_____**Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

__X__**Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable. We will provide new catalogs as they are issued.**

_____**I intend to provide pricing as follows. (explain below)**

_____
_____
_____
_____
_____
_____

**Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.**

Signature _____ Title Sr Account Executive

Printed Name Brent Graves Date 7/12/07

**Email is preferred for price updates.**
**Please identify any new items you may be proposing.**

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

**Mohave Contract 06F-NIC-0721**

**Network Infrastructure Corporation**

11/10/2008

**Agreement to amend terms and conditions to include new 2008 Arizona legislation requirements.**

Due to new 2008 Arizona legislation requirements, it is necessary to modify the terms and conditions of Mohave Education Services, Inc. contract 06F-NIC-0721. Below is a list of additional terms and conditions.

**The following terms and conditions are added:**

**Business Operations in Sudan/Iran:** In accordance with A.R.S. 35-397, the Contractor shall not have scrutinized business operations in Sudan and/or Iran

**Terrorism Country Divestments:** In accordance with A.R.S. 35-391, the Mohave and its members are prohibit purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

**Contractor Employee Work Eligibility:** By entering into the contract, contractor warrants compliance with A.R.S. § 41 -4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Mohave members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave 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 for compliance are the responsibility of the contractor.

**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 State 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. This provision applies to work performed by subcontractors at all tiers.

**Contractor Employee Fingerprinting:** If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

This agreement supercedes any previous information or requirements regarding the terms and conditions noted. This agreement is for all affected Mohave Members and is effective upon signature.

Signature below indicates agreement to modifications as listed.

_____ dated 11/13/08
Brent Graves/Patrick Sobel
Network Infrastructure Corporation

_____ dated 11/16/08
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

625 E. BEALE STREET * KINGMAN, AZ 86401 * (928) 753-6945 * (928) 718-3238 FAX

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE

RECEIVED NOV 0 2 2007

**Mohave Contract 06F-NIC-0721**

**Network Infrastructure Corporation**

**Agreement to amend terms and conditions to allow direct ordering.**

Mohave Educational Services Cooperative, Inc. (Mohave) desires to allow Members to place Mohave approved purchase orders made out to Network Infrastructure Corporation and allow Members to make payments directly to Network Infrastructure Corporation. In order to do so, it is necessary to modify the terms and conditions of contract 06F-NIC-0721. Below is a list of removed, revised and additional terms and conditions.

**The following terms and conditions are removed:**

**ORDER CYCLE** (page 10)

**Backorder reports:** Mohave will send Contractor a backorder report on a periodic basis. Contractor agrees to reply to information requests in a timely fashion.

**The following terms and conditions are revised:**

**OFFER AND CONTRACT AWARD** (page 2)

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's approval noted.

**CANCELLATION** (page 4)

**Cancellation for non-performance or Contractor deficiency**

*(Last two bullet points are changed to read)*

- Performing work or providing services under the contract prior to receiving a Mohave approved purchase order for such work; and/or
- Accepting non-Mohave approved purchase orders.

**ORDER CYCLE** (page 10)

**Acceptance of orders by Contractor:** All quotations provided to Members must be based on prices in the contract. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

**Acceptance of orders by Mohave:** This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

*(continued)*

625 E. Beale Street * Kingman, AZ 86401 * (928) 753-6945 * (928) 718-3232 Fax

**PAYMENT** (page 12)

**Billing:** All invoices shall list the applicable Member purchase order number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

**Contacting Member about payment:** Contractor may contact Member directly for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

**Correct billing:** Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

**Credit hold:** Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

**Payment time:** Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

**PAYMENT** (con't, page 13)

**Progress payments:** Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

**Quick pay discounts:** Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

**Vendor invoice:** Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee. Applicable sales tax must be figured on the subtotal minus Mohave's administrative fee; calculated at .0099% of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, sales tax, Per Diem, permits, etc.)

Vendor will invoice Member only for items under contract.

**Vendor payment:** Member shall issue payment to vendor after receipt of invoice.

*(continued)*

**TAXES** (page 18)

**Indian reservation or tribal tax:** If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

**Payment of taxes:** Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. Installation of equipment which becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

Sales tax must not be charged on Mohave's administration fee.

**Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

## The following terms and conditions are added:

**Audit of Contract Activity:** Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

**Reporting and Payment of Administration Fees to Mohave:** The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10th of the following month. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity.

**Price quotations:** All price quotations based on this contract shall include the correct Mohave contract number.

**Order cycle overview:**

1. Members forwards purchase orders to Mohave. Vendor is Network Infrastructure Corporation.
2. Mohave emails Member order to Network Infrastructure Corporation.
3. Network Infrastructure Corporation provides product/services.
4. Network Infrastructure Corporation invoices Member.
5. Member pays Network Infrastructure Corporation.
6. Network Infrastructure Corporation sends Usage and Reconciliation Report to Mohave.
7. Network Infrastructure Corporation remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

*(continued)*

Any other references to Mohave issuing purchase orders to Contractor, or Mohave paying vendor on Member direct orders are hereby removed.

This agreement supercedes any previous information or requirements regarding the terms and conditions noted. This agreement is for all Mohave Members and is effective January 1st, 2008.

Signature below indicates agreement to modifications as listed.

| | |
|---|---|
| _____ dated 10/2/07 | _____ dated 12/21/07 |
| Brent Graves | Tom Peeler, Executive Director |
| Network Infrastructure Corporation | Mohave Educational Services Cooperative, Inc. |

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NETWORK INFRASTRUCTURE CORPORATION

[Scope of Work and Proposal]

See following pages.

# Scope of Work
# Fire Station 174 Wireless Telecom

**Wireless Overview**

NIC has been approached by City of Avondale to provide a wireless solution for the new Fire Station #174 to the North Site Tower using Ceragon FCC Licensed PTP 18GHz system and a Redline 5.4 GHz Unlicensed 108Mbps system as a redundant link to the North Side Tower. Due to product line and promotional changes with Ceragon we are offering the following solutions:

**Ceragon IP-10 System**

- NIC has included the following warranty upgrade at **no additional** cost to customer:
  - 4yr extended warranty package to increase the standard 1yr factory warranty to a full 5 years of coverage.
- NIC has included the following warranty upgrade at an **additional** cost to customer:
  - 24hr advanced replacement upgrade to standard 1yr factory warranty
- Redline 108Mbps 5.4GHz Un-Licensed Solution:
  - NIC has included the following warranty upgrade at an **additional** cost to customer:
    - 4yr extended warranty package to increase the standard 1yr factory warranty to a full 5 years of coverage

**Assumptions:**

- NIC assumes adequate line of site between all locations.
- NIC assumes new non-penetrating roof mount on Fire Station 174 for Redline link and a wall type mount for the Ceragon link.
- NIC assumes existing steel pipe mounts will be utilized at all other locations.
- NIC will connect existing 120VAC power in existing cabinets to new power injectors.
- NIC will provide IP addressing scheme for radio programming (by NIC) and will be responsible for final implementation of wireless links into the network.

**Task 1 – Wireless Installation**

**NIC Tasks**

1. Once the purchase order is received from the customer, the NIC purchasing department will procure the microwave equipment listed in the final design estimate. This equipment will be shipped to NIC.

   a. Complete all necessary FCC documentation (if applicable).

   b. Complete inventory of materials to ensure order is complete.

   c. Log all serial numbers of all equipment with manufacturers for warranty registration.

   d. Label all equipment per location.

   e. Power-up and pre-test equipment prior to deployment.

f. Program new IP addressing scheme.

g. Re-pack equipment and load for transportation to job site.

2. Installations will be accomplished as follows:

a. Mobilize equipment and installation crew to job site.

b. Install necessary mounts at each location.

c. Install antenna(s) at each location.

d. Connect customer supplied power to all cabinets unless otherwise specified.

e. Install appropriate cabling from radio(s) to antenna(s).

f. Install all connectors, grounds & necessary support hardware.

g. Weather-seal all exterior connections.

h. Power-up all devices and confirm operational status.

3. Complete installation at all locations as follows:

a. Path-align antennas to manufacturer specifications & lockdown.

b. Provide CAT5 interconnect cable between radios & existing network (Switch or Router).

c. Document final Receive Signal Levels (RSL) & azimuth settings.

d. Perform bandwidth testing between each link and document.

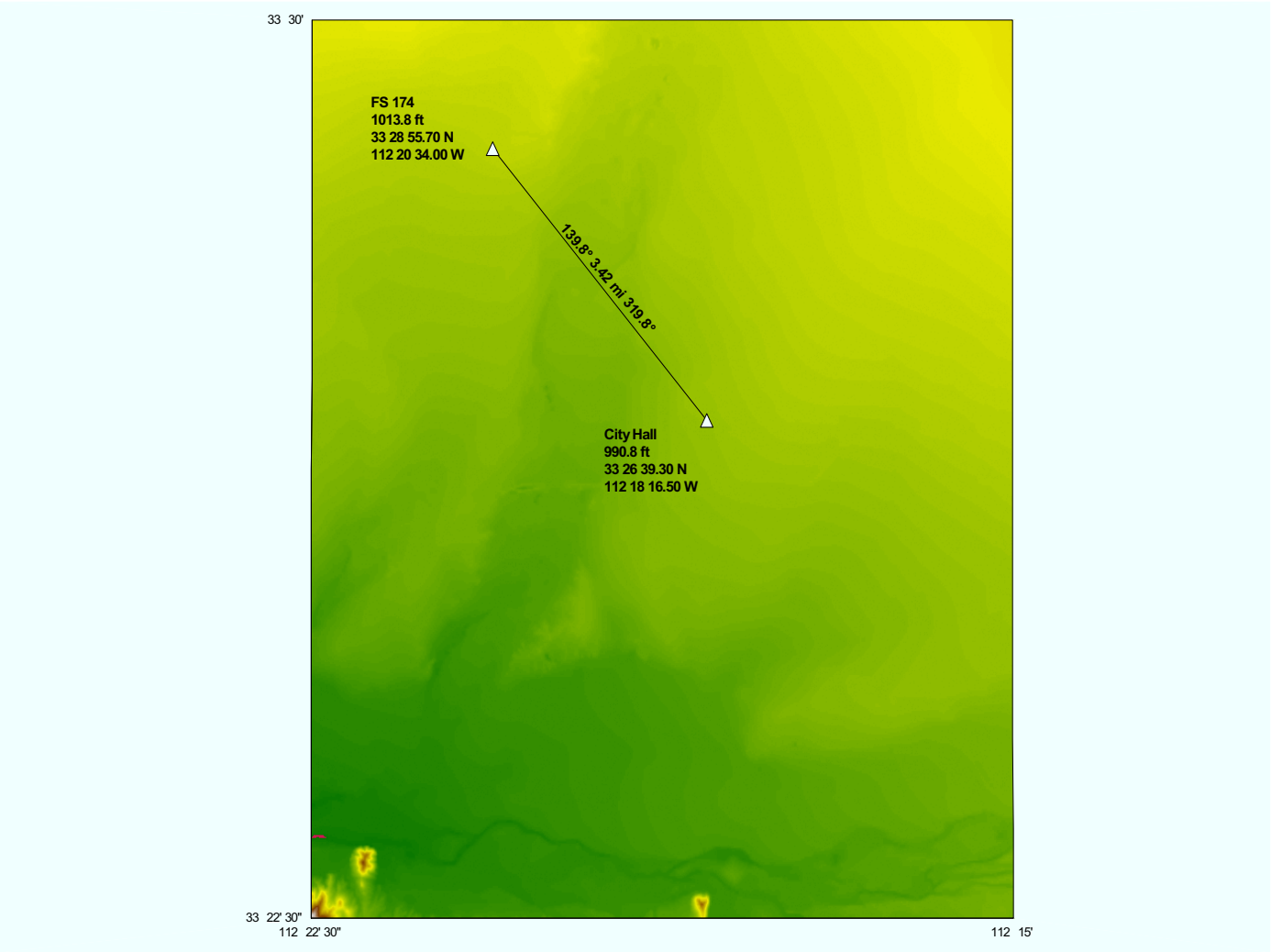
e. Perform end-to-end (ping) testing throughout system.

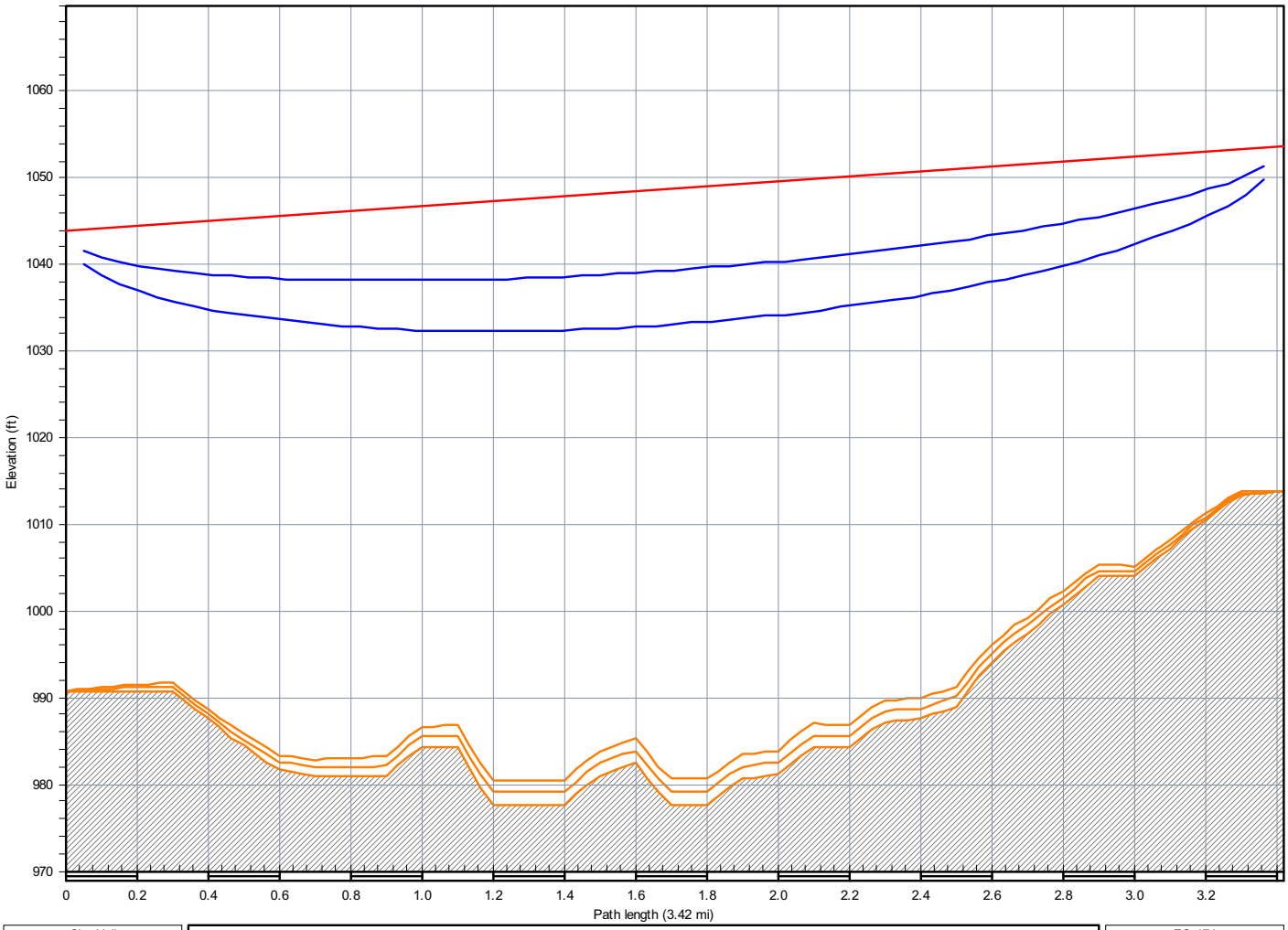
**Pricing Summary**

**Ceragon IP-10 System**

| **1ea FCC Licensed Ceragon FibeAir IP-10 100Mbps Link & 1ea Redline 108 Mbs Unlicensed link** | **NICQ3272** |
|---|---|
| Materials | $44,011.02 |
| Labor | $12,400.00 |
| *Tax | $3285.80 |
| **Grand Total** | **$59,696.82** |

# Path Data


33 30'
FS 174
1013.8 ft
33 28 55.70 N
112 20 34.00 W
139.6° 3.42 mi 319.8°
City Hall
990.8 ft
33 26 39.30 N
112 18 16.50 W
33 22' 30"
112 22' 30"
112 15'




| City Hall | |
|---|---|
| Latitude | 33 26 39.30 N |
| Longitude | 112 18 16.50 W |
| Azimuth | 319.81 |
| Elevation | 991 ft ASL |
| Antenna CL | 53.0 ft AGL |

Frequency (MHz) = 18000.0
K = 1.33, 0.68
%F1 = 100.00, 60.00

| FS 174 | |
|---|---|
| Latitude | 33 28 55.70 N |
| Longitude | 112 20 34.00 W |
| Azimuth | 139.79 |
| Elevation | 1014 ft ASL |
| Antenna CL | 40.0 ft AGL |

Preliminary Path Profile

| | | |
|---|---|---|
| | Jun 25 10 | |
| | | |

| | City Hall | FS 174 |
|---|---|---|
| Elevation (ft) | 990.81 | 1013.78 |
| Latitude | 33 26 39.30 N | 33 28 55.70 N |
| Longitude | 112 18 16.50 W | 112 20 34.00 W |
| True azimuth (°) | 319.81 | 139.79 |
| Vertical angle (°) | 0.01 | -0.05 |
| Antenna model | HP2-18 | HP2-18 |
| Antenna height (ft) | 53.00 | 40.00 |
| Antenna gain (dBi) | 38.60 | 38.60 |
| Connector loss (dB) | 1.00 | 1.00 |
| Frequency (MHz) | 18000.00 | |
| Polarization | Vertical | |
| Path length (mi) | 3.42 | |
| Free space loss (dB) | 132.38 | |
| Atmospheric absorption loss (dB) | 0.30 | |
| Field margin (dB) | 2.00 | |
| Net path loss (dB) | 59.48 | 59.48 |
| Radio model | FibeAir IP10 C 18GHz | FibeAir IP10 C 18GHz |
| TX power (watts) | 0.16 | 0.16 |
| TX power (dBm) | 22.00 | 22.00 |
| EIRP (dBm) | 59.60 | 59.60 |
| Emission designator | 50M0D7WT | 50M0D7WT |
| RX threshold criteria | BER 10-6 | BER 10-6 |
| RX threshold level (dBm) | -79.50 | -79.50 |
| RX signal (dBm) | -37.48 | -37.48 |
| Thermal fade margin (dB) | 42.02 | 42.02 |
| Dispersive fade margin (dB) | 61.10 | 61.10 |
| Dispersive fade occurrence factor | 0.00 | |
| Effective fade margin (dB) | 42.02 | 42.02 |
| Geoclimatic factor | 2.80E-06 | |
| Path inclination (mr) | 0.55 | |
| Fade occurrence factor (Po) | 9.18E-05 | |
| Average annual temperature (°F) | 65.30 | |
| Worst month - multipath (%) | 100.00000 | 100.00000 |
| (sec) | 0.02 | 0.02 |
| Annual - multipath (%) | 100.00000 | 100.00000 |
| (sec) | 0.06 | 0.06 |
| (% - sec) | 100.00000 - 0.12 | |
| 0.01% rain rate (mm/hr) | 31.00 | |
| Flat fade margin - rain (dB) | 42.02 | |
| Rain attenuation (dB) | 42.02 | |
| Annual rain (%-sec) | 99.99995 - 15.60 | |
| Annual multipath + rain (%-sec) | 99.99995 - 15.72 | |

Fri, Jun 25 2010
City Hall-FS 174.pl4
Reliability Method - ITU-R P.530-7/8
Rain - ITU-R P530-7

# PROPOSAL

| Terms | Account Manager | Date | Quote # |
|---|---|---|---|
| | Brent Graves | 06/28/10 | NICQ3272 |
| Contract: | | | |
| Mohave Contract Telecom (06F-NIC-0721) | | | |

**Customer:**
City of Avondale
Mark Neerings
**Phone:** (623) 478-3200
**Fax:** (623) 478-3803

**Address:**
11465 W. Civic Center Dr.
Suite 290
Avondale, AZ 85323-6809
United States

**Project Name:**
CTYAV - 01-04-03395-4 - FS 174 to North Side Tower
**Project Number:**
01-04-3395

| Manufacturer | Part Number | Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| | | **CERAGON EQUIIPMENT/INSTALL** | | | |
| CERAGON | IP10-N-AUX | IP-10 IDU Ethernet Only, with EOW+UC+Alarms | 2 | $1,425.00 | $2,850.00 |
| CERAGON | IP10-SL-CAP-100 | 100 capacity license | 2 | $1,875.00 | $3,750.00 |
| CERAGON | SFP-GE-ELC | SFP electrical interface 1000Base-T | 2 | $223.13 | $446.26 |
| CERAGON | RFU-CX-F-18-TL | RFU-CX,FCC, 18Gz, Low | 1 | $5,850.00 | $5,850.00 |
| CERAGON | RFU-CX-F-18-TH | RFU-CX,FCC, 18Gz, High | 1 | $5,850.00 | $5,850.00 |
| CERAGON | A-2-18-R | 2' Antenna, 18GHz, Ceragon Interface - RFS | 2 | $989.30 | $1,978.60 |
| CERAGON | Lightning-Arrestor | Lightning Arrestor (Recommended; 2ea per IDU/ODU) | 4 | $121.50 | $486.00 |
| CERAGON | FCC-Single Carrier | FCC Coordination and Licensing (18/23 Ghz), per SINGLE carrier path, Includes frequency coordination | 1 | $2,887.50 | $2,887.50 |
| CERAGON | Cable-500 | Belden 9914 or LMR-400 Cable, 500' Roll | 1 | $596.25 | $596.25 |
| CERAGON | N-Connector | Type N Crimp Connector | 12 | $7.50 | $90.00 |
| CERAGON | Ground-LMR | Ground Kit for 9914 Cable | 4 | $34.50 | $138.00 |
| CERAGON MAIN | CER-AR-24-18G-NP-Link | 24-Hour in-warranty guaranteed adv repl service during the warranty period. | 5 | $1,666.00 | $8,330.00 |
| HD | MISCHDWE-5 | Misc. Hardware Kit | 1 | $450.00 | $450.00 |
| HD | MFT99282-1 | 4-1/2"OD x 8' Non-Pen Ballast Mount | 1 | $1,057.50 | $1,057.50 |
| HD | MFTB1564 | Rubber Mat kit for Non-Pen | 1 | $95.82 | $95.82 |
| HD | NEWUFP-5 | 5-position GMT fuse panel | 1 | $169.83 | $169.83 |
| HD | NEWUGF-3 | Unity GMT Fuse, 3-Amp | 3 | $4.82 | $14.46 |
| HD | NEWUR48-3 | 85-263vac to -48vdc, 3-Amp rectifier module | 3 | $270.81 | $812.43 |
| HD | NEWURS | 19/23" rack mount shelf for up to 3 UR-xx modules + opt fuse panel | 1 | $197.37 | $197.37 |
| | | Subtotal for Labor & Material - Ceragon | | | $42,630.02 |
| | | **REDLINE EQUIPMENT/INSTALL** | | | |
| REDLINE | RDL80I04-G-G-T54 | 5.4GHz AN80I radio - 00Mbps | 2 | $1,207.50 | $2,415.00 |
| REDLINE | RDLAN80I-T | AN80 Upgrade, 108Mbps | 2 | $1,785.00 | $3,570.00 |
| REDLINE | RDL80I-POE-1A-B | Power Injector for AN80I 120VAC - Time of Purchase | 2 | $37.50 | $75.00 |
| REDLINE | RDLLP-POET | Outdoor Lightning Arrestor | 2 | $180.00 | $360.00 |
| REDLINE | RDLA2804MTFD | 4.9 - 5.8GHz, 28dBi, 4.5-Deg Flat Panel Antenna | 2 | $307.50 | $615.00 |
| REDLINE | RDL80I-HD-MNT | Heavy Duty Mount kit for use with A2804 2ft Flat Panel | 2 | $93.75 | $187.50 |
| REDLINE | RDL80I-CAT5-300 | 300ft CAT5 Outdoor Cable w/Grounding RJ45 Type Conn. | 2 | $194.25 | $388.50 |
| REDLINE MAINT | RC80P-EW-48 | AN80i Extended Warranty - 48 Months | 2 | $175.00 | $350.00 |
| | | Subtotal for Labor & Material - Redline | | | $13,781.00 |

| | |
|---|---|
| Total Material: | $44,011.02 |
| Total Labor: | $12,400.00 |
| Sales Tax: | $3,285.80 |
| **Total** | **$59,696.82** |

# CITY COUNCIL REPORT

**SUBJECT:**
Professional Services Agreement - Cummins Rocky Mountain, LLC

**MEETING DATE:**
August 9, 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 a professional services agreement with Cummings Rocky Mountain, LLC. (Cummings) for emergency generator maintenance services in an amount not to exceed $45,000 annually and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

The City of Avondale currently piggybacks off of the contract that the City of Goodyear has with Cummings. Two city departments utilize the services of Cummings for emergency generator maintenance: Parks, Recreation and Libraries (PRLD) and Public Works. The original agreement is being extended by the City of Goodyear and staff recommends the City of Avondale extend the agreement as well.

**DISCUSSION:**

PRLD and Public Works maintain twenty-six (26) emergency generators throughout the City. A review of the total City of Avondale aggregate expenditures with this vendor over a 3 year period exceed $100K requiring council approval to continue the piggyback agreement. Annual amounts have not exceeded $45,000. Council approval will extend the piggyback agreement through August 2012. Cummings has consistently performed in accordance with staff expectations.

**BUDGETARY IMPACT:**

The extension and contract renewal will not exceed a cost of $45,000 per contract year. Funding for the emergency generator services are paid through the General Fund Department budgets from the Public Works Department and the Parks, Recreation and Libraries Department. All funds for the service have been approved as part of the FY 2010 - 2011 budget.

**RECOMMENDATION:**

Staff recommends that the City Council approve a professional services agreement with Cummings Rocky Mountain, LLC. (Cummings) for emergency generator maintenance services in an amount not to exceed $45,000 annually and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

**Click to download**

- PSA

**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**CUMMINS ROCKY MOUNTAIN, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Cummins Rocky Mountain, LLC, a Colorado limited liability company (the "Contractor").

## RECITALS

A. After a competitive procurement process, the City of Goodyear ("Goodyear") entered into Contract No. CON-CX-0968-07, dated September 11, 2007, as amended on September 11, 2008, by that certain Contract Amendment Number One (1), and as amended on August 13, 2009, by that certain Contract Amendment Number Two (2) (collectively, the "Goodyear Contract") a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, for the Contractor to provide maintenance services for emergency generators and related equipment (the "Services").

B. The City is permitted by Section 25-24 of the City Code to make purchases under the Goodyear Contract without any further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Goodyear Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Goodyear Contract. The City desires to utilize the services of the Contractor 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 August 8, 2012.

2. Scope of Work. Contractor shall provide the City with the Services under the terms and conditions of the Goodyear Contract.

3. Compensation. The City shall pay Contractor an annual aggregate amount not to exceed $45,000.00 for the Services, at rates as set forth in the Fee Proposal, attached hereto as Exhibit B and incorporated herein by reference.

4. Payments. The City shall pay the Contractor 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 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 Goodyear 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 Agreement as of the date and year first set forth above.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

CUMMINS ROCKY MOUNTAIN, LLC
a Colorado limited liability company

By:_____

Name:_____

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 CUMMINS ROCKY MOUNTAIN, LLC, a Colorado limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CUMMINS ROCKY MOUNTAIN, LLC

[Goodyear Contract]

See following pages.

~~and travel in your price~~

# THE CITY OF GOODYEAR

## Contract N0. OP07-103

## OFFER AND ACCEPTANCE

**OFFICE OF PROCUREMENT**
190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
Phone: 623-882-7893
Fax: 623-925-0829

### OFFER

To the City of Goodyear:

The undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, conditions, specifications, herein.

City of Goodyear Business Registration Number: Will Apply

Federal Employer Identification Number: 07-663557-0

Cummins Rocky Mountain LLC
Company Name

651 N 101st Ave
Address

Avondale Az 85323
City State Zip Code

For clarification of this offer contact.

Name: Mike Young

Telephone: 623-474-2706

Mike Young
Authorized Signature for Offer

Mike Young
Printed Name

Contracts Services Sales 9/4/07
Title Date

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice, including all terms conditions, specifications, amendments, etc., and the Contractor's proposal as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed *Purchase Order.*

Attested by:
Dee Cockrum, City Clerk

City of Goodyear, Arizona Eff. Date: 9-13-07

Approved as to form:
Roric Massey, City Attorney

CC

Contract Number

Official File

City Seal

Awarded on 9-13-07

Bob Carrier, CPPB Procurement Officer

# MAINTENANCE SERVICES FOR CITY OF
## GOODYEAR EMERGENCY GENERATORS

**SECTION I - EMERGENCY GENERATOR SERVICE**

The City of Goodyear hereby requests quotes from qualified CONTRACTORS to provide quarterly maintenance services for 20 emergency generators and related equipment. Work shall include three (3) quarterly inspections, one (1) annual service, one (1) hour load bank test, and the refueling of each generator as needed. Any additional repairs, parts, services, or labor, which is required but not specifically listed, will be quoted separately and approved prior to any work being performed.

The CONTRACTOR shall furnish all materials, tools, appliances, appurtenances, labor and travel required to perform the maintenance for each generator. Maintenance work shall be performed between the hours of 7:00 a.m. and 4:00 p.m., Monday — Friday. The CONTRACTOR shall call 24 hours prior to any planned maintenance service call is performed. The CONTRACTOR shall be available to respond to any emergency service calls within 2 hours of notification.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City of Goodyear, Arizona, or its properly authorized agents, on whose inspection all work shall be accepted or rejected.

The City shall have full power to reject or condemn any materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said City of Goodyear, Arizona, and said CONTRACTOR, that the Public Works Department, City of Goodyear, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said CONTRACTOR and its estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any question may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this contract.

Conflict of Interest: This agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of a conflict of interest.

The term of the contract shall be one (1) year with option to renew for four (4) additional one (1) year periods.

The list of generators and their locations are attached to this agreement.

All communications concerning this contract shall be emailed to:

George Bravakos, CPPB
City of Goodyear
Office of Procurement
Phone: (623) 882-7845
Fax: (623) 925-0829
Email: george.bravakos@goodyearaz.gov

## SECTION II-INDEMNIFICATION

A. **Personal Injury and Property Damage Claims:** (workers' compensation and employers liability, automobile liability. general liability, D&O, pollution, aircraft, etc): The CONTRACTOR agrees to indemnify, defend and hold harmless the City (including its officers, agents and employees), from all suits (including attorney's fees and costs of litigation), actions, loss, damage, expense, costs or claims, of any character or any nature, arising out of, or alleged to arise out of, any negligent act, omission or work done by CONTRACTOR (and its employees, subcontractors or Contractors) in fulfillment of the terms of this contract or on account of any negligent act, omission, claim or amount giving rise to a recovery under Workmen's Compensation Law, or arising out of the failure of the CONTRACTOR (and its employees, subcontractors or Contractors) to conform to applicable and appropriate statutes, ordinances, regulations, law, court decree or professional standards.

## SECTION III-INSURANCE

B. Without limiting any of their obligations or liabilities, the CONTRACTOR, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of alternative insurers requires prior approval from CITY. Insurance provided by CONTRACTOR shall be primary.

C. **General Clauses:**

1. **Additional Insured:** The insurance coverage, except Workers' Compensation and in Professional Liability, required by this contract, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured.

2. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.

3. **Primary Coverage:** The CONTRACTOR's insurance, except Worker's Compensation, and Professional Liability, shall be primary insurance as respects CITY and any insurance or self insurance maintained by CITY shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

4. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect CITY.

5. **Waiver:** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONTRACTOR.

6. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insureds retentions. The CONTRACTOR shall be solely responsible for deductible and/or self-insured retentions. The CONTRACTOR shall, if required by the, be required to post a performance bond equal to the deductible or self insured retention level.

7. **Certificates of Insurance.** Prior to commencing services under this Contract, CONTRACTOR shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in ff11 force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or reduction in limit of liability or scope of coverage. Such certificates shall

be sent directly to Dean Coughenour, Risk Management Department, City of Goodyear, 190 N. Litchfield Road, P.0. Box 5100, Goodyear, Arizona 85338.

**D. Workers' Compensation:**

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR employees engaged in the performance of the services.

In case services are subcontracted, the CONTRACTOR will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CONTRACTOR.

**E. Automobile Liability:**

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR services. Coverage will be at least as broad as coverage Code I "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacement thereof).

**F. Commercial General Liability**:

Commercial General Liability insurance with limit of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of Section IX.B of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 001 1-1 1-88 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover CONTRACTOR'S obligation of indemnification required in Section IX of this agreement. A general liability insurance policy may not be written on a "claims made" basis.

**G. Umbrella/Excess Liability:**

Umbrella/Excess Liability insurance with an limit of not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage maybe used to fulfill this requirement.

## PRICE SHEET

## LIST OF GENERATORS, LOCATION & DESCRIPTION

119 North Ljtchfield Road-Police Station-ONAN 100 ENBA A95056698..... $602 -

190 North Litchfield Road-City Hall-GENERAC T Series SD5OO.....$1250 -

140000 West Yuma Road-Fire Station #1-KOHLER 3OROZ181.....$514 -

3075 North Litchfield Road-Public Safety Facility #3-ONAN GGHB-3373713.....$572 -

1141 Camino Oro-Equipment Management Facility-Portable-ONAN 0570205056.....$554 -

10701 South Estrella Parkway-Estrefla Mountain Public Safety Facllity#2-KOHLER 125F.....$624 -

18010 Weststar Drive-Lift Station #11-ONAN 8OQSDA.....$624 -

17138 West Lower Buckeye Road-Lift Station #10-CUMMINS DGCA-442582.....$578 -

1770 North Dysart Road-Lift Station #2-CUMMINS DKAF-5563126.....$528 -

13506 West Van Buren-Lift Station #1-CUMMINS DKAF-5563128.....$528 -

5424 South 157th Avenue-WasteWater Facility Portable-KOHLER 100R0Z271.....$552 -

5424 South 157th Avenue-Wastewater Facility-KOHLER 35ORODZ71.....$804 -

5424 South 157th Avenue-WasteWater Facility-KOHLER I8OROZJ71.....$707 -

5424 South 157th Avenue-WasteWater Facility-KOHLER 150R0DZ71.....$697 -

9500 South 186th Lane-Corgett WasteWater Facility-KOHLER 200RODZ7I.....$707 -

1761 North Palo Verde Dr.-Well #18A-ONAN 30363490.....$804 -

1600 South Bullard-Well #11-GENERAC 200ECN37SD.....$707 -

11461 South 171st Avenue-Booster Station #13-ONAN 27165116.....$793 -

3200 South 173rd Avenue-Well #12-ONAN 37113623.....$1230 -

1600 South Bullard-Booster # 11.....$1230 -

**TOTAL**.....$14605 -

*NOTE: Contractors shall provide pricing for each generator listed. Include labor

Cummins
ROCKY MOUNTAIN LLC
651 North 101st Avenue
Avondale, AZ 85323
(623) 474-2706 Fax (623) 474-2733

GOODYEAR, City of
George Bravakos CPPB

Solicitation OP 07-103

Amendment:
Fueling of units

Cummins Rocky Mountain (CRM) will provide fuel for the listed units at the current fueling costs, at time of fuel need.

Mike Young
Cummins Rocky Mountain
O 623-474-2706
F 623-474-2733
C 602-390-0208

Arizona Registrar of Contractors

ROC Home | Search by Name | Search by License

VIEW BOND DETAIL | RETURN TO LIST

*The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3**. Please read our Standard Disclaimer at **www.azroc.gov/Legal/Disclaim.html***

## License Information ROC233997 Jun 19, 2007 11:50:06 AM

*Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the **License Inquiry** page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.*

**Company Name:** **CUMMINS SOUTHWEST L L C**

**License Status:** CURRENT **Status Date:**

**Action:**

**Status Narrative:**

**Address:** 651 N 101ST AVE
AVONDALE, AZ 85323

**Phone Number:** 623-474-2711

**Former Company Name:**

**Date of Name Change:**

**License Number:** ROC233997

**License Class:** L-05 COMMERCIAL
GENERATOR START UP, MAINTENANCE AND REPAIR

**License Entity:** LIMITED LIABILITY CO

**License Issue Date:** 6/14/2007 **Renewed Thru:** 6/30/2009

---

**Qualifying Party Information: (Last name listed first)**

ABNER STEPHEN EDWARD **Position:** EMPLOYEE **Date Qualified:** 6/14/2007

**Principal Information: (Last name listed first)**

CUMMINS ROCKY MOUNTAIN L L C , MEMBER

---

**Complaint Information:**

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included.

Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-888-271-9286 to identify the ROC office location you need to visit to view complete complaint documentation.

**Open:** 0 This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.

# Cummins

## ROCKY MOUNTAIN LLC

Colorado, Montana Wyoming New Mexico, Texas and Arizona

Distributor for Cummins, Inc – sales, parts, and service for Cummins Diesel Engines.

Distributor for ONAN Corporation – sales, parts, and service for Generator Products

HEADQUARTERS ADDRESS:

CUMMINS ROCKY MOUNTAIN LLC
8211 E 96TH Avenue
Henderson Colorado 80640
Voice (303) 287-0201
Fax (303) 288-7080

Tax ID Numbers:

| | |
|---|---|
| Federal ID | 84-1586651 |
| Colorado ID | 26-37861 |
| Wyoming ID | 013417101 |
| Montana ID | 716002 |
| Texas ID | 1-46-0480189-5 |
| Arizona ID | 07-663557-D |
| New Mexico ID | 02-940465-00-7 |

Sales Tax Numbers

| | |
|---|---|
| Colorado | 26-37861 |
| Grand Junction CO | 263201 |
| Wyoming | 17-0-04076 |
| Texas | 1-46-0480189-5 |
| Arizona | 07-663557-D |
| Phoenix AZ | 02009348 |
| New Mexico | 02-940465-00-7 |

| | | |
|---|---|---|
| D & B Number | 88-349-8305 | |
| CAGE Code | 1 GH 62 | |
| Incorporated | Colorado | 03/12/01 |

**Mike Young**
*PM Contracts and Service/Sales*

Rocky Mountain

Cummins Rocky Mountain LLC
651 North 101st Avenue
Avondale, AZ 85323
Phone 623 474 2706
Fax 623 474 2733
Cell 602 390 0208
Toll Free 800 800 2345
michael.w.young@cummins.com

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies. BM0068

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

**This is to certify that (Name and address of Insured)** **This voids and supercedes the certificate issued on 09/07/2007.**

CUMMINS ROCKY MOUNTAIN, LLC
CUMMINS SOUTHWEST, LLC
CUMMINS INTERMOUNTAIN , LLC
390 INTERLOCKEN CRESCENT SUITE 200
BROOMFIELD, CO 80021

Liberty Mutual.™

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| Expiration Type | Eff./Exp. Date(s) | Policy Number(s) | Limits of Liability | |
|---|---|---|---|---|
| | | | | |
| **Workers Compensation**<br>[ ] Continuous*<br>[ ] Extended<br>[X] Policy Term | 04/30/2007 / 04/30/2008 | WC7-191-422940-017 | **Coverage afforded under WC law of the following states:**<br>AZ, CO, ID, MT, NM, NV, TX, UT | **Employers Liability**<br>**Bodily Injury By Accident** $500,000 **Each Accident**<br>**Bodily Injury By Disease** $500,000 **Policy Limit**<br>**Bodily Injury By Disease** $500,000 **Each Person** |
| **General Liability**<br>[ ] Claims Made<br>[X] Occurrence<br>**Retro Date** | 04/30/2007 / 04/30/2008 | TB2-191-422940-067 | **General Aggregate-Other than Prod/Completed Operations** $2,000,000<br>**Products/Completed Operations Aggregate** $2,000,000<br>**Bodily Injury and Property Damage Liability** $1,000,000 **Per Occurrence**<br>**Personal and Advertising Injury** $1,000,000 **Per Person / Organization**<br>**Other Liability** Fire Damage $100,000<br>**Other Liability** Medical Payments $5,000 | |
| **Automobile Liability**<br>[X] Owned<br>[X] Non-Owned<br>[X] Hired | 04/30/2007 / 04/30/2008 | AS2-191-422940-057 | **Each Accident - Single Limit - B. I. and P. D. Combined** $1,000,000<br>**Each Person**<br>**Each Accident or Occurrence**<br>**Each Accident or Occurrence** | |
| | | | | |

**COMMENTS**

STOP GAP (EMPLOYERS LIABILITY) FOR WYOMING. -- RE: ADDITIONAL INSURED(S): CITY OF GOODYEAR ON THE GENERAL LIABILITY POLICY LISTED ABOVE (PER ATTACHED LG3219 ENDORSEMENT).

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least **30** days notice of such cancellation has been mailed to:

**Office :** ENGLEWOOD, CO **Phone:** 303-799-0818

Sandra J. Fox

**SANDRA FOX**

**Authorized Representative**

**Certificate Holder:**

ATTN: GEORGE bRAVAKOS
CITY OF GOODYEAR
190 N LITCHFIELD RD
GOODYEAR, AZ 85338

Date Issued: 09/10/2007 Prepared By: DH

# CONTRACT AMENDMENT

# CONTRACT CON-CX-0968-A2-10

## Emergency Generator Maintenance Services

## BETWEEN THE CITY OF GOODYEAR AND Cummins Rocky Mountain, LLC

## AMENDMENT NUMBER TWO (2)
## August 13, 2009

The purpose of this amendment is to extend the term of the contract through August 14, 2012.

Therefore, this amendment makes the following change to contract number CON-CX-0968-A1-08 between the City of Goodyear and the contractor Cummins Rocky Mountain, LLC.

Per Section I, term of contract, the City is exercising its option to extend contract CON-CX-0968-A1-08 through August 14, 2009. There are no more extensions authorized after August 14, 2012.

The City Of Goodyear

By:_____
Bob Carrier, CPPO, CPPB
Procurement Manager

8-13-09
_____
Date

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
CUMMINS ROCKY MOUNTAIN, LLC

[Fee Proposal]

See following pages.

**Rocky Mountain**

**POWER SYSTEMS - PHOENIX**
**651 N 101ST AVE**
**AVONDALE, AZ 85323**
**Phone: 623-474-2600**

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Mike Yracheta | Quote Date: | 09-OCT-09 |
| 11465 W CIVIC CENTER | Phone: | 623 764-2513 | Quote Expires: | 31-AUG-2012 |
| SUITE | Fax: | 623 4783817 | Quote Num: | 5633 |
| ATTN: ACCOUNTS PAYABLE | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ 85323 | | | Quote Term: | 1 Year(s) |

## Site Information

| | | | | | |
|---|---|---|---|---|---|
| 1 | CITY OF AVONDALE | 4TH ST LIFT STATION | AVONDALE | AZ | 85323 |
| 2 | CITY OF AVONDALE | DONATELLA STATION | AVONDALE | AZ | 85323 |
| 3 | CITY OF AVONDALE | 10TH ST LIFT STATION | AVONDALE | AZ | 85323 |
| 4 | CITY OF AVONDALE | WHYMAN STATION | AVONDALE | AZ | 85323 |
| 5 | CITY OF AVONDALE | FULTON LIFT STATION | AVONDALE | AZ | 85323 |

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|---|---|---|---|---|---|---|
| 1 | 4TH ST LIFT ST | STAMFORD | GEN SET | 120KW | 382454 | ST |
| 2 | DONATELLA ST | ONAN | GEN SET | GGHE | F050798869 | ST |
| 3 | 10TH ST LIFT | ONAN | GEN SET | DGCA | F990934330 | ST |
| 4 | WHYMAN | GENERAC | GEN SET | 052100 | 4452038 | ST |
| 5 | FULTON LIFT | KOHLER | GEN SET | 35RZG | 2016687 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|---|---|---|---|---|---|
| 1 | 4TH ST LIFT STA | FULL SERVICE | 3 | 560.00 | 1,680.00 |
| | | INSPECTION | 2 | 195.00 | 390.00 |
| 2 | DONATELLA STA | FULL SERVICE | 3 | 462.00 | 1,386.00 |
| | | INSPECTION | 2 | 195.00 | 390.00 |
| 3 | 10TH ST LIFT | FULL SERVICE | 3 | 464.00 | 1,392.00 |
| | | INSPECTION | 2 | 195.00 | 390.00 |
| 4 | WHYMAN STATION | FULL SERVICE | 3 | 355.00 | 1,065.00 |
| | | INSPECTION | 2 | 195.00 | 390.00 |
| 5 | FULTON LIFT STA | FULL SERVICE | 3 | 455.00 | 1,365.00 |
| | | INSPECTION | 2 | 195.00 | 390.00 |

| | |
|---|---|
| **Standard Agreement Amount** | **$8,838.00** |
| **Taxes** | **$146.71** |
| **Proposal Total** | **$8,984.71** |

Purchase order #:_____

Rocky Mountain

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Mike Yracheta | Quote Date: | 09-OCT-09 |
| 11465 W CIVIC CENTER | Phone: | 623 764-2513 | Quote Expires: | 31-AUG-2012 |
| SUITE | Fax: | 623 4783817 | Quote Num: | 5633 |
| ATTN: ACCOUNTS PAYABLE | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ 85323 | | | Quote Term: | 1 Year(s) |

Please provide name and e-mail address for each site contact.
Site: All Name: M.Yracheta
Email: MYRACHETA@Avondale.org
Site: Name:
Email:

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

**Customer Approval**

Signature: [signature]

Date: 8-03-10

**CUMMINS ROCKY MOUNTAIN LLC**

Signature:

Date:

Rocky Mountain

POWER SYSTEMS - PHOENIX
651 N 101ST AVE
AVONDALE, AZ 85323
Phone: 623-474-2600

# PLANNED MAINTENANCE AGREEMENT

**Customer Address**

CITY OF AVONDALE
11465 W CIVIC CENTER
SUITE
ATTN: ACCOUNTS PAYABLE
Avondale, AZ 85323

**Customer Contact**

Contact: Dave Ramuz
Phone: 623 3332430
Fax: 623 9321909
Cust Id: 6256200

**Quote Information**

Quote Date: 09-OCT-09
Quote Expires: 31-AUG-2012
Quote Num: 5628
Quoted By: Michael Young
Quote Term: 1 Year(s)

**Site Information**

| | | | | | |
|---|---|---|---|---|---|
| 1 | CITY OF AVONDALE | FIRE STATION #173 | AVONDALE | AZ | 85323 |
| 2 | CITY OF AVONDALE | AVONDALE COMM CENTER | AVONDALE | AZ | 85323 |
| 3 | CITY OF AVONDALE | MOSC OPERATIONS | AVONDALE | AZ | 85323 |
| 4 | CITY OF AVONDALE | FIRE STATION #172 | AVONDALE | AZ | 85392 |
| 5 | CITY OF AVONDALE | CITY HALL | AVONDALE | AZ | 85323 |
| 6 | CITY OF AVONDALE | POLICE STATION | AVONDALE | AZ | 85323 |
| 7 | CITY OF AVONDALE | FIRE STATION #171 | AVONDALE | AZ | 85323 |

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|---|---|---|---|---|---|---|
| 1 | F.S. #173 | KOHLER | GEN SET | 80RZG | 2024056 | ST |
| 2 | COMM CENTER | OLYMPIAN | GEN SET | 40KW-94A3370-S | 2014456 | ST |
| 3 | MOSC | ONAN | GEN SET | 200DGFC | K990020729 | ST |
| 4 | F.S. #172 | GENERAC | GEN SET | 85KW-99AO12887-S | 2046652 | ST |
| 5 | CITY HALL | KOHLER | GEN SET | 150ROEOZJB | 0764854 | ST |
| 6 | POLICE STATIO | KOHLER | GEN SET | 150REOZJB | 0764853 | ST |
| 7 | F.S. #171 | CUMMINS | GEN SET | 180KW/GTA12 | 25232131 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|---|---|---|---|---|---|
| 1 | F.S. #173 | FULL SERVICE | 2 | 410.00 | 820.00 |
| | | INSPECT/2HR LOADBANK | 3 | 411.00 | 1,233.00 |
| 2 | COMM CENTER | FULL SERVICE | 2 | 411.00 | 822.00 |
| | | INSPECT/2HR LOADBANK | 3 | 411.00 | 1,233.00 |
| 3 | MOSC OPERATIONS | FULL SERVICE | 2 | 523.00 | 1,046.00 |
| | | INSPECT/2HR LOADBANK | 3 | 476.00 | 1,428.00 |
| 4 | F.S. #172 | FULL SERVICE | 2 | 410.00 | 820.00 |
| | | INSPECT/2HR LOADBANK | 3 | 411.00 | 1,233.00 |
| 5 | CITY HALL | FULL SERVICE | 2 | 523.00 | 1,046.00 |
| | | INSPECT/2HR LOADBANK | 3 | 476.00 | 1,428.00 |
| 6 | POLICE STATION | FULL SERVICE | 2 | 523.00 | 1,046.00 |
| | | INSPECT/2HR LOADBANK | 3 | 476.00 | 1,428.00 |
| 7 | F.S. #171 | FULL SERVICE | 2 | 520.00 | 1,040.00 |
| | | INSPECT/2HR LOADBANK | 3 | 479.00 | 1,437.00 |

Rocky Mountain

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Dave Ramuz | Quote Date: | 09-OCT-09 |
| 11465 W CIVIC CENTER | Phone: | 623 3332430 | Quote Expires: | 31-AUG-2012 |
| SUITE | Fax: | 623 9321909 | Quote Num: | 5628 |
| ATTN: ACCOUNTS PAYABLE | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ 85323 | | | Quote Term: | 1 Year(s) |

| | |
|---|---|
| **Standard Agreement Amount** | **$16,060.00** |
| ~~**Taxes**~~ | ~~**$162.57**~~ |
| ~~**Proposal Total**~~ | ~~**$16,222.57**~~ |

Purchase order #:_____

Please provide name and e-mail address for each site contact.
Site:_____ Name:_____
Email:_____
Site:_____ Name:_____
Email:_____

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

**Customer Approval**

Signature:

Date: 7/28/10

**CUMMINS ROCKY MOUNTAIN LLC**

Signature:_____

Date:_____

Rocky Mountain

POWER SYSTEMS - PHOENIX
651 N 101ST AVE
AVONDALE, AZ 85323
Phone: 623-474-2600

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Melquides Esparza | Quote Date: | 04-MAY-2010 |
| 11465 W CIVIC CENTER | Phone: | 623 3334400 | Quote Expires: | 01-APR-2012 |
| SUITE | Fax: | 623 3330440 | Quote Num: | 5627 |
| ATTN: | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ | | | Quote Term: | 1 Year(s) |

## Site Information

| | | | | | |
|---|---|---|---|---|---|
| 1 | LOCK RIDGE | 12533 W VAN BUREN | AVONDALE | AZ | 85323 |
| 2 | WELL #10 | 12105 W THOMAS RD | AVONDALE | AZ | 85323 |
| 3 | NORTHSIDE BOOSTER STATION | 3850 N EL MIRAGE RD | AVONDALE | AZ | 85323 |
| 4 | WELL #12 | 2316 N 123RD LANE | AVONDALE | AZ | 85323 |
| 5 | WELL #19 | 12550 W MCDOWELL | AVONDALE | AZ | 85323 |
| 6 | WELL #18 | 12855 W MCDOWELL | AVONDALE | AZ | 85323 |
| 7 | RANCHO SANTA FE BOOSTER | 12550 W MCDOWELL | AVONDALE | AZ | 85323 |
| 8 | NORTHSIDE BOOSTER 2 | 3850 N EL MIRAGE RD | AVONDALE | AZ | 85323 |
| 9 | GATEWAY | 1960 N 99TH AVE | AVONDALE | AZ | 85323 |
| 10 | WELL #16 | FRIENDSHIP PARK | AVONDALE | AZ | 85323 |

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|---|---|---|---|---|---|---|
| 1 | LOCK RIDGE | ONAN | GEN SET | DFLB-5001045 | J010290685 | ST |
| 2 | WELL 10 | SPECTRUM | GEN SET | 8V92 | 385925 | ST |
| 3 | NORTHSIDE | ONAN | GEN SET | DGFC | H050824104 | ST |
| 4 | WELL #12 | ONAN | GEN SET | DFCC3375092 SPEC | G990952148 | ST |
| 5 | WELL #19 | ONAN | GEN SET | DFAB | F010255374 | ST |
| 6 | WELL #18 | ONAN | GEN SET | DFAC | J010298879 | ST |
| 7 | RANCHO | SPECTRUM | GEN SET | 8V92 SPEC B | 386137/271702 | ST |
| 8 | NORTHSIDE | SPECTRUM | GEN SET | 500DS | 393080 | ST |
| 9 | GATEWAY | GENERAC | GEN SET | 572RSL4025 | WA538967-0404 | ST |
| 10 | WELL #16 | KOHLER | GEN SET | 300REOZV | 2002215 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|---|---|---|---|---|---|
| 1 | LOCK RIDGE | FULL SERVICE | 1 | 1,194.00 | 1,194.00 |
| | | INSPECT/2HR LOADBANK | 1 | 1,071.00 | 1,071.00 |
| 2 | WELL 10 DETROIT | FULL SERVICE | 1 | 541.00 | 541.00 |
| | | INSPECT/2HR LOADBANK | 1 | 511.00 | 511.00 |
| 3 | NORTHSIDE BOOST | FULL SERVICE | 1 | 520.00 | 520.00 |
| | | INSPECT/2HR LOADBANK | 1 | 351.00 | 351.00 |
| 4 | WELL #12 | FULL SERVICE | 1 | 516.00 | 516.00 |
| | | INSPECT/2HR LOADBANK | 1 | 511.00 | 511.00 |
| 5 | WELL #19 | FULL SERVICE | 1 | 527.00 | 527.00 |
| | | INSPECT/2HR LOADBANK | 1 | 391.00 | 391.00 |
| 6 | WELL #18 | FULL SERVICE | 1 | 527.00 | 527.00 |
| | | INSPECT/2HR LOADBANK | 1 | 391.00 | 391.00 |
| 7 | RANCHO | | | | |

Rocky Mountain

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Melquides Esparza | Quote Date: | 04-MAY-2010 |
| 11465 W CIVIC CENTER | Phone: | 623 3334400 | Quote Expires: | 01-APR-2012 |
| SUITE | Fax: | 623 3330440 | Quote Num: | 5627 |
| ATTN: | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ | | | Quote Term: | 1 Year(s) |

| | | | | | |
|---|---|---|---|---|---|
| 7 | RANCHO SANTA FE | FULL SERVICE | 1 | 524.00 | 524.00 |
| | | INSPECT/2HR LOADBANK | 1 | 531.00 | 531.00 |
| 8 | NORTHSIDE BOO 2 | FULL SERVICE | 1 | 679.00 | 679.00 |
| | | INSPECT/2HR LOADBANK | 1 | 646.00 | 646.00 |
| 9 | GATEWAY | FULL SERVICE | 1 | 679.00 | 679.00 |
| | | INSPECT/2HR LOADBANK | 1 | 646.00 | 646.00 |
| 10 | WELL #16 | FULL SERVICE | 1 | 541.00 | 541.00 |
| | | INSPECT/2HR LOADBANK | 1 | 511.00 | 511.00 |

**Standard Agreement Amount** **$11,808.00**

**Proposal Total** **$11,808.00**

Purchase order #:_____

Please provide name and e-mail address for each site contact.
Site:_____ Name:_____
Email:_____
Site:_____ Name:_____
Email:_____

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

**Customer Approval**

Signature:_____

Date:_____

**CUMMINS ROCKY MOUNTAIN LLC**

Signature:_____

Date:_____

Rocky Mountain

POWER SYSTEMS - PHOENIX
651 N 101ST AVE
AVONDALE, AZ 85323
Phone: 623-474-2600

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | Melquides Esparza | Quote Date: | 04-MAY-2010 |
| 11465 W CIVIC CENTER | Phone: | 623 3334400 | Quote Expires: | 01-APR-2012 |
| SUITE | Fax: | 623 3330440 | Quote Num: | 5630 |
| ATTN: | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ | | | Quote Term: | 1 Year(s) |

**Site Information**

| | | | | | |
|---|---|---|---|---|---|
| 1 | CITY OF AVONDALE | WELL #23 | AVONDALE | AZ | 85323 |

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|---|---|---|---|---|---|---|
| 1 | WELL #23 | ONAN | GEN SET | 200DSHAC | L060998320 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|---|---|---|---|---|---|
| 1 | WELL #23 | FULL SERVICE | 1 | 587.00 | 587.00 |
| | | INSPECT/2HR LOADBANK | 1 | 391.00 | 391.00 |

**Standard Agreement Amount** **$978.00**

**Proposal Total** **$978.00**

Purchase order #:_____

Please provide name and e-mail address for each site contact.
Site:_____ Name:_____
Email:_____
Site:_____ Name:_____
Email:_____

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

**Customer Approval**

Signature:_____

Date:_____

**CUMMINS ROCKY MOUNTAIN LLC**

Signature:_____

Date:_____

Rocky Mountain

POWER SYSTEMS - PHOENIX
651 N 101ST AVE
AVONDALE, AZ 85323
Phone: 623-474-2600

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | David Alward | Quote Date: | 04-MAY-2010 |
| 11465 W CIVIC CENTER | Phone: | 623 606 0565 | Quote Expires: | 01-APR-2012 |
| SUITE | Fax: | 623 4783817 | Quote Num: | 5632 |
| ATTN: | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ | | | Quote Term: | 1 Year(s) |

## Site Information

| | | | | | |
|---|---|---|---|---|---|
| 1 | CITY OF AVONDALE | BOOSTER STATION | AVONDALE | AZ | 85323 |
| 2 | CITY OF AVONDALE | WELL #21 | AVONDALE | AZ | 85323 |

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|---|---|---|---|---|---|---|
| 1 | BOOSTER | ONAN | GEN SET | 1000DQFAD | D070050360 | ST |
| 2 | WELL #21 | KOHLER | GEN SET | 250KW | 2233194 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|---|---|---|---|---|---|
| 1 | BOOSTER STATION | FULL SERVICE | 1 | 1,244.00 | 1,244.00 |
| | | INSPECT/2HR LOADBANK | 1 | 1,121.00 | 1,121.00 |
| 2 | WELL #21 | FULL SERVICE | 1 | 616.00 | 616.00 |
| | | INSPECT/2HR LOADBANK | 1 | 446.00 | 446.00 |

**Standard Agreement Amount** **$3,427.00**

**Proposal Total** **$3,427.00**

Purchase order #:_____

Please provide name and e-mail address for each site contact.
Site:_____ Name:_____
Email:_____
Site:_____ Name:_____
Email:_____

Optional services available:
* Coolant sample analysis
* Fuel sample analysis
* Oil sample analysis
* Generator rental
**All other work will be performed on a time and material basis.

Rocky Mountain

# PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | | Quote Information | |
|---|---|---|---|---|
| CITY OF AVONDALE | Contact: | David Alward | Quote Date: | 04-MAY-10 |
| 11465 W CIVIC CENTER | Phone: | 623 606 0565 | Quote Expires: | 01-APR-12 |
| SUITE | Fax: | 623 4783817 | Quote Num: | 5632 |
| ATTN: | Cust Id: | 6256200 | Quoted By: | Michael Young |
| Avondale, AZ | | | Quote Term: | 1 Year(s) |

**Customer Approval**

Signature: Melquicedec L Espar

Date: 7-27-10

**CUMMINS ROCKY MOUNTAIN LLC**

Signature:

Date:

# CITY COUNCIL REPORT

**SUBJECT:**
Services Agreement - Southwest Umpire Association

**MEETING DATE:**
August 9, 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 a piggyback agreement off of the City of Chandler's professional services agreement with Southwest Umpire Association for professional umpiring services in an amount not to exceed $70,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

On August 18, 2008 the City of Avondale and Southwest Umpires Association entered into the initial Professional Services Agreement for professional umpiring services. The original agreement expired on August 31, 2009 and the services were extended for an additional year.

**DISCUSSION:**

The City of Chandler entered into a Professional Services Agreement with the Southwest Umpires Association on August 9, 2007 for professional umpiring services. The original Chandler contract was for one year with three (3) one year extensions. The current agreement between the City of Chandler and the Southwest Umpires Association is in effect until August 8, 2011.The Southwest Umpire association has performed up to the expectations of the agreement in both the City of Avondale and the City of Chandler and staff recommends that the City retain the services for the length of the Chandler Agreement. The current extension is the final one-year extension and services will have to be re-bid at the end of the extension period.

**BUDGETARY IMPACT:**

The extension and one year renewal will not exceed a cost of $70,000. Funding for the professional umpire services are paid through program fees. All costs for umpire services are recovered through sports programming fees.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Services Agreement between the City of Avondale and Southwest Umpire Association for professional umpiring services in an amount not to exceed $70,000 and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**ATTACHMENTS:**

**Click to download**

- PBA

**SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**SOUTHWEST UMPIRES ASSOCIATION**

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Southwest Umpires Association, an Arizona sole proprietorship ("Contractor").

RECITALS

A. The City of Chandler entered into Contract Number CS7-964-2474 dated as of August 13, 2007, as amended by Contract Amendments dated May 23, 2008, May 29, 2009 and June 28, 2010, with the Contractor, for the Contractor to provide professional softball umpire services (collectively, the "Chandler Contract"). The Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted by Section 25-24 of the City Code to obtain services under the Chandler Contract without further public bidding when, in the opinion of the purchasing director, a separate bidding process is not likely to result in a lower price than would be available under the Chandler Contract.

C. The purchasing director has made the determination that a separate bidding process is not likely to result in a lower price than would be available under the Chandler Contract. The City desires to utilize the services of the Contractor 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 parties 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 August 8, 2011.

2. Scope of Work. Contractor shall provide the City with professional softball umpire services under the terms and conditions of the Chandler Contract.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed $70,000.00 for the Services, at rates as set forth in the Chandler Contract, attached hereto as Exhibit A.

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 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 Chandler 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 Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

SOUTHWEST UMPIRES ASSOCIATION
an Arizona sole proprietorship

By:_____
Jeffrey T. Kersch, Owner

(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 Jeffrey T. Kersch, Owner of SOUTHWEST UMPIRES ASSOCIATION, an Arizona sole proprietorship, on behalf of the sole proprietorship.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES ASSOCIATION

[Chandler Contract]

See following pages.

**CITY OF CHANDLER SERVICES AGREEMENT**
**PROFESSIONAL SOFTBALL UMPIRE SERVICES**
**CONTRACT NO. CS7-964-2474**

THIS AGREEMENT is made and entered into this 9th day of August, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **SOUTHWEST UMPIRES ASSOCIATION** (Add if applicable - a Corporation of the State of, etc), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

1.1. **Contract Administrator**. CONTRACTOR shall act under the authority and approval of the Recreation Coordinator /designee (Contract Administrator), to provide the services required by this Agreement.

1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

**2. SCOPE OF WORK:** CONTRACTOR shall provide Professional Softball Umpire Services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Scope of Work and details included therein.

2.1. **Non-Discrimination**. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. **Licenses**. CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. **Advertising, Publishing and Promotion of Contract**. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. **Compliance With Applicable Laws**. CONTRACTOR shall comply with all applicable Federal, state and local laws.

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records**. 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.

3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or

Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

**4.** **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Sixty Thousand Dollars ($60,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.2. **Tax Credits or Exemptions.** When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

**5.** **TERM:** The term of the Contract is one (1) year (s), commencing on the 1st day of August, 2007 and terminating on 31st day of July, 2008 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to three (3) additional terms of one year each.

**6.** **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**7.** **CITY'S CONTRACTUAL REMEDIES:**

7.1. **Right to Assurance.** If the City 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 Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City 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.

7.2.1 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 Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.5. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

8.1. **Termination for Convenience.** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, 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 CONTRACTOR.

8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that 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 CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

**10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

10.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.

10.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.

10.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.

10.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

10.5. **Arbitration.** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the

Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of $5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.

B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.

F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of $500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of $50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon

application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.

I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.

J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of $100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. l2-1501, et. seq.

L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the no prevailing party, except as provided for herein. The determination of prevailing and no prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified

hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## 12. INSURANCE:

### 12.1. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. **Proof of Insurance – Certificates of Insurance**

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

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

12.3. **Coverage**

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. **Commercial General Liability - Minimum Coverage Limits.**

The Commercial General Liability insurance required herein shall be written for not less than $500,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of $1,000,000 per occurrence (or 10% per occurrence) and an aggregate of $2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. **Worker's Compensation and Employer's Liability**

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

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

**13.** **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

| | |
|---|---|
| Contract Administrator: | Community Services |
| Contact: | Nancy Wagner |
| Mailing Address: | PO Box 4008 – MS 501 |
| Physical Address: | 125 E Commonwealth Ave |
| City, State, Zip | Chandler AZ 85225 |
| Phone: | 480-782-2704 |

In the case of the CONTRACTOR

| | |
|---|---|
| Firm Name: | Southwest Umpires Association |
| Contact: | Jeff Kersch |
| Address: | 13738 W Peck Dr |
| City, State, Zip | Litchfield Park, AZ 85340 |
| Phone: | 480-940-7515 |
| FAX: | |

FAX: 480-782-2644

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

15.1. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

15.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.4. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. 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 City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any 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 such changes.

15.5. **Independent CONTRACTOR.** 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.

15.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall

supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 13 day of August 2007 .

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney

FOR THE CONTRACTOR

By: Jeffrey T. Kersch
Signature

ATTEST: If Corporation

Secretary

CITY OF CHANDLER CORPORATE SEAL ARIZONA

## EXHIBIT A
## Scope of Work

CONTRACTOR shall provide one umpire for all men's slow-pitch league and tournament games. Two umpires shall be provided for specified tournament games.

CONTRACTOR shall provide one umpire for all co-ed league and tournament games. Two umpires for specified tournament games shall be provided.

CONTRACTOR shall provide two umpires for all junior Olympic girls fast-pitch league and tournament games.

CONTRACTOR shall provide umpire(s) tested and certified as competent to administer the current "ASA" Amateur Softball Association Rules, however, special Chandler league and ground rules shall take precedence at all times. CONTRACTOR shall provide a listing of qualified ASA officials with their bid. CONTRACTOR shall provide CITY Softball rules prior to the beginning of each season.

CONTRACTOR shall provide umpire service at no charge if a game must be re-played due to umpire error (valid protest).

CONTRACTOR shall have umpire(s) at each designated game site at least 10 minutes prior to game time.

CONTRACTOR shall instruct umpire(s) that CITY representatives shall have the authority to change rules when deemed necessary. Said representatives will not change any decisions already made by CONTRACTOR's umpires regarding rules of the ASA or any other sanction body currently unclear.

CITY shall not be held responsible for any accident or injury sustained by CONTRACTOR's umpire(s).

CONTRACTOR shall not charge CITY if an umpire(s) arrives more than 15 minutes after the game time. Furthermore, the umpire(s) shall work the balance of the game.

CONTRACTOR shall be able to provide appropriate number of umpires for six (6) game sites for approximately 2,500 games per year. Games shall have a fifty-five minute time limit with no new inning (except ties) starting after fifty-five minutes. Innings in progress shall be completed. For junior Olympic fast-pitch games shall have a seventy-five minute time limit with no new inning (except ties) starting after seventy-five minutes.

CITY shall have the right to refuse the service of any individual provided by CONTRACTOR if deemed unacceptable and justified by CITY representative.

CITY shall provide CONTRACTOR with a minimum of 3 hours notice, either written or verbal, as to the game site schedule or changes in schedule. In case of weather causing game change CONTRACTOR must call the sport-hotline for update information after 3:00 p.m. that day.

CONTRACTOR shall have umpires attired in proper (ASA) uniform during game times.

CONTRACTOR shall pay the cost for umpiring any scheduled game where CONTRACTOR's umpire fails to officiate.

CONTRACTOR shall assign a representative to CITY who shall act as a direct liaison between CONTRACTOR and CITY and who shall process complaints regarding umpires and their services, and schedule appropriate umpires.

If a forfeit occurs the last game of the night, the umpire shall officiate the non-forfeited game. If the umpire does not render services or leaves the premise CONTRACTOR shall not charge CITY for forfeited game.

If a forfeit is declared, the umpire(s) shall provide services regardless of the game being declared a forfeit.

CONTRACTOR does not accrue any CITY benefits; is responsible for self-employment taxes and reporting earned income to State and Federal government; is responsible for his/her obligations with Social Security and his/her own Hospital/Health Insurance.

INDIVIDUAL CONTRACTOR. The services provided by CONTRACTOR under the terms of this contract to CITY are that of an INDEPENDENT CONTRACTOR, not an employee. CITY will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

Withholding of income tax is not deducted from contractual payments. As a result of this, CONTRACTOR may be subject to I.R.S. provisions for payment of estimated income tax. Consult the local I.R.S. office for current information on estimated tax requirements. Failure to comply, may subject CONTRACTOR to a penalty.

CONTRACTOR shall provide CITY with an evaluation forms or process, evaluating umpires on promptness, hustle, knowledge and interpretation of rules (CITY and ASA), attitude, and professionalism.

**EXHIBIT B**
**PRICING**

COST PER UMPIRE PER GAME:

1 - MAN SYSTEM $ 22.00 Per Umpire (1 game)

$ 22.00 Per Umpire (2 or more games)

2 - MAN SYSTEM $ 22.00 Per Umpire x 2 Umpires = $ 44.00 Per Game (1 game)

$ 22.00 Per Umpire x 2 Umpires = $ 44.00 Per Game (2 or more games)

J.O. FAST-PITCH
2 - MAN SYSTEM $ 38.00 Per Umpire x 2 Umpires = $ 76.00 Per Game (1 game)

$ 38.00 Per Umpire x 2 Umpires = $ 76.00 Per Game (2 or more games)

COST PER UMPIRE PER GAME – SENIOR MEN'S LEAGUE:

1 - MAN SYSTEM $ 25.00 Per Umpire (1 game)

$ 25.00 Per Umpire (2 or more games)

2 - MAN SYSTEM $ 25.00 Per Umpire x 2 Umpires = $ 50.00 Per Game (1 game)

$ 25.00 Per Umpire x 2 Umpires = $ 50.00 Per Game (2 or more games)

(contingent upon extension)
2nd year pricing for umpire services $25.00 per umpire
3rd year no increase

18-454

AMENDMENT NUMBER THREE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
SOUTHWEST UMPIRE ASSOCIATION
FOR PROFESSIONAL SOFTBALL UMPIRE SERVICES
AGREEMENT NO. CS7-964-2474

This Amendment No. Three to that certain Agreement Between the City Of Chandler (CITY) and Southwest Umpire Association (CONTRACTOR) for Professional Softball Umpire Services dated August 13, 2007, and is entered into this 28 day of June, 2010.

WHEREAS, a one year AGREEMENT with three (3) additional one year renewal options was awarded to Southwest Umpire Association for Professional Softball Umpire Services. The agreement was extended for one year on May 23, 2008 and again on May 29, 2009. This is the third and final renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 5, Term of the AGREEMENT is hereby amended to extend the AGREEMENT for a one-year period, August 9, 2010 through August 8, 2011.

2. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement, Amendment One and Amendment Two not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 28 day of June, 2010.

CITY OF CHANDLER:

By: _____
Mayor

CONTRACTOR:

By: Jeffrey J. Kosch
Title: President, Southwest Umpires

APPROVED AS TO FORM:

_____
City Attorney

CITY OF CHANDLER CORPORATE SEAL ARIZONA

ATTEST: (If corporation)

_____
Secretary

ATTEST:

_____
City Clerk [SEAL]

# CITY COUNCIL REPORT

**SUBJECT:**
First Amendment to the Amended and Restated Economic Development Agreement - Auto Dealers Investments of America, LLC

**MEETING DATE:**
August 9, 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 the first amendment to the amended and restated Economic Development Agreement between the City of Avondale and Auto Dealers Investments of America, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale and Auto Dealer Investments of America, LLC (ADIA) entered into an Economic Development Agreement dated June 2, 2003 which rebated a portion of the transaction privilege taxes paid to the city for the construction and operation of a Kia dealership at the Avondale Auto Mall. The Agreement was amended on January 5, 2004 to include the construction and operation of a Mitsubishi dealership. ADIA sold the Kia dealership to LGE Motors Limited Partnership d/b/a Salazar Kia and moved the Mitsubishi dealership out of the Auto Mall.

The agreement required that both dealerships needed to be in operation at the Auto Mall for the rebate provisions to apply, and therefore the city has not rebated ADIA for any sales tax for automobile sales since August 14, 2008. ADIA filed a Notice of Claim and initiated litigation under the belief that they were entitled to rebates during this period. The City denied the claim and has vigorously defended our position. The Amendment stipulates that the litigation will be dismissed and that ADIA is not entitled any rebates during this period.

**DISCUSSION:**

The City and ADIA have discussed the opportunity to amend the agreement which would substitute the Mitsubishi dealership with a new Mazda dealership which will be located in the original Mazda dealership property at the west end of the Auto Mall and assign the operating obligation of the Kia dealership to LGE Motors Limited Partnership d/b/a Salazar Kia. The city would provide sales tax rebates to ADIA under the original terms and conditions of the Economic Development Agreement. The sales tax rebates would end on August 31, 2014.

The agreement has been modified and includes performance obligations for ADIA which requires the Mazda dealership to operate for a period of not less than five (5) years; make all necessary improvements to the property; and open the Mazda dealership by December 31, 2010. In order for the rebate to apply to the vehicle sales from Salazar Kia, ADIA is required to secure a confidentiality waiver from Salazar Kia, pursuant to Arizona Revised Statutes. In the event that ADIA cannot fulfill this requirement, the calculation for the retail tax rebate will only include sales generated from the Mazda dealership as long as the Kia dealership is operating.

The agreement has been updated and includes a Liquidated Damages section that describes the penalties in the event ADIA fails to fulfill their performance obligations. The Liquidated Damages include a penalty of $200 per day if the new Mazda dealership fails to open for business by December 31, 2010; 100% of all rebated sales taxes if ADIA defaults anytime between the opening of the Mazda dealership and end of the rebate period, August 31, 2014; and 50% of all rebated sales taxes if ADIA defaults between September 2014 and August 31, 2015. The Default section of the agreement has been modified and adds language that stipulates ADIA would not be in default if they cannot fulfill their performance obligations if Mazda Motors of America, Inc. ceases operation in the State of Arizona or terminates the dealer sales and service agreement with ADIA.

**BUDGETARY IMPACT:**

A portion of the retail sales tax generated from the Mazda and Kia dealerships would be rebated to ADIA after the City of Avondale has been paid.

**RECOMMENDATION:**

Staff recommends that the City Council approve the first amendment to the amended and restated Economic Development Agreement between the City of Avondale and Auto Dealers Investments of America, LLC and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Click to download**

- EDA

**FIRST AMENDMENT TO**
**AMENDED AND RESTATED**
**ECONOMIC DEVELOPMENT AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**AUTO DEALER INVESTMENTS OF AMERICA**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (this "First Amendment") is made August ____, 2010 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") and Auto Dealer Investments of America, L.L.C., an Arizona limited liability company ("ADIA").

RECITALS

A. ADIA and the City entered into that certain Economic Development Agreement dated June 2, 2003 (the "Original Agreement") relating to the construction and operation of a dealership offering sales and service for new and used Kia automobiles (the "Kia Dealership") on real property (the "Kia Property"), which is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, located at the Avondale Auto Mall (the "Auto Mall").

B. The Original Agreement was amended and restated on January 5, 2004 (the "First Amended and Restated Agreement") to include the construction and operation of a dealership offering sales and service for new and used Mitsubishi automobiles (the "Mitsubishi Dealership") on real property (the "Mitsubishi Property") at the Auto Mall, which is more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference. The Original Agreement and the First Amended and Restated Agreement are collectively referred to as the "Agreement." The Kia Dealership and the Mitsubishi Dealership are collectively referred to herein as the "Dealerships."

C. The City and ADIA are currently engaged in litigation in the Superior Court of the State of Arizona, in and for Maricopa County, Case No. CV2010-001194, related to disputes arising from the Agreement (the "Litigation"). The City and ADIA desire to resolve the Litigation as a condition precedent to execution of this First Amendment.

D. The City collects transaction privilege taxes (levied pursuant to the City Tax Code) for taxable retail sales, service, and all other taxable activities ("Retail Sales Taxes"), for uses related to the Kia Dealership and the Mitsubishi Dealership.

E. The City and ADIA desire to further amend the Agreement to (i) resolve the Litigation, (ii) substitute a dealership offering sales and service for new and used Mazda automobiles (the "Mazda Dealership") on real property (the "Mazda Property") at the Auto Mall, which is more particularly described and depicted on Exhibit C attached hereto and incorporated herein by reference, for the Mitsubishi Dealership, (iii) account for the sale of the Kia Dealership to LGE Motors Limited Partnership, an Arizona limited partnership d/b/a Salazar Kia ("Salazar"), (iv) define the extent of the City's approval of the assignment of the operating obligation for the Kia

Dealership from ADIA to Salazar, including the retention of the right to Rebates (as defined below) by ADIA, (v) extend the required Operating Period and (vi) add provisions for liquidated damages to be assessed in the event that ADIA does not open and operate the Mazda Dealership according to the requirements herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and ADIA hereby agree as follows:

1. Dealership Definition Modified. The term "Dealerships" as used in the Agreement is hereby modified to have the meaning ascribed to term in this First Amendment.

2. ADIA Obligations Modified. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1. ADIA Obligations.

1.1 Mazda Property. ADIA shall, not later than six months after the Effective Date, purchase the Mazda Property or otherwise commit itself, its successors and assigns to a lease, not less than five years in duration, entitling ADIA to occupy and use the Mazda Property for the purposes set forth herein.

1.2 Mazda Property Improvements. ADIA, its successors or assigns shall make any necessary improvements to the Mazda Property, according to City standards, necessary for ADIA to commence operation of the Mazda Dealership not later than December 31, 2010 (the "Opening Date" shall refer to the earlier to occur of the actual day ADIA permanently opens the Mazda Dealership to the public for business or December 31, 2010). ADIA, its successor or assign agrees and understands that the Retail Tax Rebate (as defined below) is specifically conditioned upon its permanent opening of the Mazda Dealership on the Mazda Property to the public not later than December 31, 2010.

1.3 Mazda Operation. ADIA, its successors or assigns, shall develop the Mazda Property and operate or cause to be operated the Mazda Dealership thereon, including all sales and services typically offered by ADIA at its other new car dealerships, and consistent with operations typically found at a new Mazda car dealership, for the period beginning on the Opening Date and continuing for not less than five years thereafter (the "Operating Period"). After construction is completed and the Mazda Dealership is opened for business on the Mazda Property, ADIA, its successors or assigns shall continuously operate, or cause to be operated, the Mazda Dealership on the Mazda Property during the Operating Period. ADIA, its successors or assigns shall be permitted to sell both new and used vehicles at the Mazda Dealership; provided, however, that ADIA, its successors or assigns shall, during the entire term of this Agreement, maintain a new car franchise for the Mazda Dealership at the Auto Mall.

1.4 Kia Operation. ADIA agrees and understands that, subject only to the "Adjusted Rebate" provisions set forth in Subsection 2.2 below, the City's obligation to pay the Retail Tax Rebate is specifically conditioned upon (A) the continuous operation of the Kia Dealership on the Kia Property during all times while this First Amendment is in effect and (B) ADIA providing to the City written authorization from Salazar pursuant to ARIZ. REV. STAT. § 42-2003(A)(6), in a form acceptable to the City Attorney, (1) waiving its rights to keep confidential information relating to Retail Sales Taxes paid by the Kia Dealership and (2) allowing the City to disclose such information to ADIA for the purpose of calculating the Retail Tax Rebate. The Mazda Property obligations set forth in subsection 1.1 above, the Mazda Improvements obligations set forth in subsection 1.2 above, the Mazda Operation obligations set forth in subsection 1.3 above and the Kia Operation obligations set forth in this subsection 1.4 are collectively referred to herein as the "Performance Obligations."

3. Financial Assistance. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2. City Obligations.

2.1 Full Rebate. ADIA and Salazar meeting all of the Performance Obligations set forth in Section 1 above shall be a continuing pre-condition to the City's obligations as set forth in this Subsection 2.1. For so long as ADIA and Salazar fully perform the Performance Obligations, the City shall be obligated to perform as set forth below. The City shall collect all Sales Taxes remitted by the Dealerships operating on the Mazda Property and the Kia Property respectively, according to applicable law. Subject to the liquidated damages provisions set forth in Section 22 below, as an inducement to ADIA, its successors or assigns, to continuously maintain both the Mazda Dealership on the Mazda Property and the Kia Dealership on the Kia Property for the Operating Period, the City hereby agrees to rebate a portion of the Retail Sales Taxes generated by sales at the Dealerships and paid to the City. Commencing upon the Opening Date and continuing until August 31, 2011, unless terminated earlier as set forth below in this subsection, the City shall rebate to ADIA 0.50% of the net taxable sales generated by taxable activities on the Mazda Property and the Kia Property for which Retail Sales Taxes are collected. Beginning September 1, 2011 and continuing until August 31, 2014 (the day ending such period being designated as the "Latest Retail Rebate Termination Date"), unless terminated earlier as set forth below in this subsection, the City shall rebate to ADIA 0.75% of the net taxable sales generated by taxable activities on the Mazda Property and the Kia Property for which Retail Sales Taxes are collected (whether 0.50% or 0.75%, the rebate amount is referred to herein as the "Retail Tax Rebate"); provided, however, that no such Retail Tax Rebate shall be paid unless the corresponding Retail Sales Taxes due to the City from the Dealerships have been paid.

2.2 Adjusted Rebate. In the event that Salazar does not meet its obligations regarding the waiver pursuant to ARIZ. REV. STAT. § 42-2003(A)(6) required in Subsection 1.4(B) above, the Retail Tax Rebate set forth in Subsection 2.1 above shall be reduced such that the calculation of the rebate amount shall be based solely on the net taxable sales generated by taxable activities on the Mazda Property, and no such rebate shall

be paid for net taxable sales generated by taxable activities on the Kia Property; provided, however, that if Salazar, its successor or assign fails to continuously operate the Kia Dealership as required by Subsection 1.4(A) above, such failure shall be deemed a default as set forth in Section 7 below and the City's obligation to pay the Retail Tax Rebate shall cease.

2.3 Rebate Payment; Termination. The Retail Tax Rebate shall be payable in annual installments as set forth in Section 4 below. The City's obligation to pay the Retail Tax Rebate payments to ADIA pursuant to this subsection will automatically cease and the City will have no further obligation to ADIA pursuant to this Agreement upon the earlier to occur of (A) the Latest Retail Rebate Termination Date or (B) such earlier date this Agreement is terminated pursuant to Section 7 below, the occurrence of either of which is referred to as the "Retail Rebate Termination."

4. Default. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

7. Default. If either party fails to perform any obligation, including the City's obligation to pay the Retail Tax Rebates, pursuant to this Agreement, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days. For the purposes of this Section 7, ADIA shall not be deemed to be in default under this Agreement in the event ADIA's failure to satisfy the Mazda Operation obligations as set forth in subsection 1.3 above is solely the result of Mazda Motors America, Inc. d/b/a Mazda North American Operations' (i) ceasing operations; (ii) ceasing operations in the State of Arizona; (iii) becoming a debtor in a proceeding under Title 11, United States Code, or similar statutory scheme, which proceeding is not dismissed within sixty (60) days; or (iv) electing to terminate the Dealer Sales and Service Agreement for the Mazda dealership operated by ADIA, its successors or assigns (collectively, a "Manufacturer Termination Event").

5. Liquidated Damages. A new Section 22 is hereby added to the Agreement to read as follows:

22. Liquidated Damages. Without limiting the remedies available to the City pursuant to Section 7 above, ADIA understands and acknowledges that if it fails to fulfill or cause to be fulfilled the Performance Obligations set forth in Subsections 1.1, 1.2 and 1.3 above (a "Performance Failure"), the City will suffer damages that are difficult to accurately specify and ascertain. ADIA hereby agrees that, upon its default hereunder and expiration of the cure period set forth in Section 7 above, it shall pay the City, as liquidated damages,

within 30 days of receipt of the City's written demand therefore, the following amounts: (i) if the Performance Failure relates to Subsections 1.1 or 1.2 above, $200 per day for each day after December 31, 2010, and continuing until the earlier to occur of the date the Mazda Dealership is permanently open to the public for business or the date this Agreement is terminated pursuant to Section 7 above; (ii) if the Performance Failure relates to Subsection 1.3 above and occurs after the Opening Date, but prior to the Latest Retail Rebate Termination Date, 100% of the Retail Tax Rebate paid to ADIA between the Effective Date and the date of the City's written demand; or (iii) if the Performance Failure relates to Subsection 1.3 above and occurs between the Retail Rebate Termination Date and the end of the Operating Period, 50% of the Retail Tax Rebate paid to ADIA between the Effective Date and the date of the City's written demand. Such liquidated damages shall be payable in immediately available funds of United States currency. If the failure to fulfill or cause to be fulfilled the Performance Obligations is related solely to (a) Salazar's obligations set forth in Subsection 1.4(B) above or (b) a Manufacturer Termination Event, the provisions of this Section 22 shall not apply.

6. Litigation Dismissed. ADIA shall, not later than the Effective Date, cause the Litigation to be dismissed, with prejudice. The parties shall enter into such settlement agreement with respect to the Litigation as may be necessary. Further, ADIA agrees that it is not entitled to any Rebates (as that term is defined in the First Amended and Restated Agreement) for Retail Sales at the Auto Mall for the period beginning on August 14, 2008, and ending on the Opening Date.

7. Notices and Requests. From and after July 5, 2010, the copy of notices to the City's legal counsel shall be to:

GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

"**ADIA**"

AUTO DEALER INVESTMENTS OF AMERICA, L.L.C., an Arizona limited liability company

By: _____

Name:_____

Title: _____

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By: _____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

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 _____, the _____, of AUTO DEALER INVESTMENTS OF AMERICA, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
FIRST AMENDMENT TO AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AUTO DEALER INVESTMENTS OF AMERICA

[Kia Property Legal Description and Map]

See following pages.

EXHIBIT B
TO
FIRST AMENDMENT TO AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AUTO DEALER INVESTMENTS OF AMERICA

[Mitsubishi Property Legal Description and Map]

See following pages.

EXHIBIT C
TO
FIRST AMENDMENT TO AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
AUTO DEALER INVESTMENTS OF AMERICA

[Mazda Property Legal Description and Map]

See following pages.

# CITY COUNCIL REPORT

**SUBJECT:**
Professional Service Agreement Amendment No.2 with SmithGroup

**MEETING DATE:**
August 9, 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 Amendment No.2 to the Professional Services Agreement with SmithGroup for additional services for the City Center project in the amount of $88,217 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The City of Avondale entered into a Professional Service Agreement with SmithGroup in June 2009 to provide architectural design services for the American Sports Center Facility. In January 2010 the City approved Amendment No. 1 that authorized SmithGroup to provide architectural design services for the commercial retail portion of the project. In July 2010, the city approved Amendment No. 3 to the CMAR agreement with Sundt Construction, Inc. to build the retail building.

**DISCUSSION:**

During design development and the process to establish the guaranteed maximum price contract for ASC and the retail portion of the project, staff worked with SmithGroup and Sundt Construction to identify potential cost savings to keep the project on schedule and within budget. This course of action has enabled the city to effectively manage the financial aspects of the project and meet our budget estimate for the Guaranteed Maximum Price contract for the project. This process required the city to obtain additional design services from SmithGroup that weren't included in their original scope of services. There are five (5) areas of additional services that make up Amendment No. 2.
1. West Temporary Parking Lot- The original design of the American Sports Center included a fully improved parking area located on the vacant property directly west of the main entrance. The improvements included the typical design elements that you would normally find throughout the city. Since this area will be a temporary lot, staff didn't believe it would be prudent to spend capital funds for improvements that would potentially be removed in a couple of years. The modified design eliminates landscaping and irrigation in the parking lot, reduces the quantity of light poles and provides for the reuse of pavement millings from the recent Dysart Road improvement project. The modifications to the temporary parking lot provided an estimated cost savings of $120,000.

2. Retail Design Revisions- The changes to the plans reduced the height of the east wall and included material modifications to concrete block masonry. The changes required a redesign of the structural elements and redrawing portions of the construction documents. Even with the added design fees, these modifications provided an estimated savings of $116,000.

3. Reduction of the Entry Canopy-The reduction in the depth of the canopies along the retail building required redrawing of the construction documents but provided an estimated cost savings of $37,500.

4. Special Inspections-The Building Code requires that special inspections must be performed for structural steel, sprayed-on fire proofing, concrete, masonry block and welding. The special inspector must be a qualified person who shall demonstrate competence, to the satisfaction of the building official, to inspect the particular types of construction or operation requiring special inspection. These special inspections are in addition to the typical building inspections that our city staff provides in the area of plumbing and electrical. The cost of these inspections for both ASC and the retail buildings is $53,392.

5. Reimbursable- The redesign and additional submittals required for the previous listed items required the printing of additional sets of plans. The estimated cost for the additional reimbursable expenses is $10,000.

**BUDGETARY IMPACT:**

The funding for the architectural design services is budgeted in the Parks Capital Improvement Fund No. 310-1119-00-8210.

**RECOMMENDATION:**

Staff recommends that the City Council approve Amendment No.2 to the Professional Services Agreement with Smith Group for additional services for the City Center project in the amount of $88,217 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

**Click to download**

- PSA

**SECOND AMENDMENT**
**TO**
**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**SMITHGROUP, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation ("City"), and SmithGroup, Inc., a Michigan corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated June 15, 2009 ("Professional Services Agreement") for the design of the American Sports Center, a community recreation facility, located south of Corporate Drive, north of Van Buren Street and east of Avondale Boulevard in the City Center Planning Area in Avondale, Arizona (the "Facility") and the preliminary (30%) design of the retail component of the Facility (the "Services"). On January 4, 2010, the City and the Consultant entered into the First Amendment to Professional Services Agreement (collectively with the Professional Services Agreement, the "Agreement").

B. The City has determined that it is necessary that the Consultant perform additional services with regards to the Facility (the "Additional Services").

C. The City and the Consultant desire to amend the Agreement to provide for the Additional Services and to provide compensation to the Consultant for the Additional Services.

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 Consultant hereby agree as follows:

1. Scope of Work. The Consultant shall provide the Additional Services as set forth in the Additional Scope of Work and Fee Proposal, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by $88,237.00 from $928,300.00 to $1,016,537.00, which amount includes reimbursable expenses in an amount not to exceed $10,000.00, as consideration for the Additional Services as set forth in the Additional Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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

4. Non-Default. By executing this Second Amendment, the Consultant affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

| "**City**" | "**Consultant**" |
|---|---|
| CITY OF AVONDALE, an Arizona municipal corporation | SMITHGROUP, INC., a Michigan corporation |
| _____<br>Charles P. McClendon, City Manager | By:_____ |
| ATTEST: | Name:_____ |
| _____<br>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 SMITHGROUP, INC., a Michigan corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SMITHGROUP, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.

# SMITHGROUP

architecture engineering interiors planning

July 16, 2010

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

Re: Additional services fees agreed to verbally on the Avondale Sports Center and Retail Buildings

Dear Dan:

Included with this letter are: a spread sheet showing all additional service fees incurred to date on the Sports Center and the Retail Buildings, copies of the proposals from the subconsultants for their portions of the work and various confirming e-mails authorizing SmithGroup to incur costs on this work.

Also included below is a brief description of the fees and the reasons for them.

**Tasks**

1. **West Temporary Parking Lot**
   - At one point Dave Fitzhugh requested that SmithGroup make design revisions to the west temporary parking lot. This included adding lighting, larger landscape islands in the lot with increased landscaping and increased landscaping at the perimeter of the lot. This required circuiting changes, grading, paving and parking island changes and landscaping and irrigation modifications. Subsequent to this work being done the City made further modifications to the lot independent of SmithGroup. However, by that time the work had been completed, submitted to the city for review and approved for construction.
   - The total amount for this task is: **$7,865.00**

2. **Design Evolution Log revisions**
   - During meetings between SmithGroup, their consultants and Sundt Construction to determine ways to reduce construction cost it was found that significant savings could be obtained by reducing the height of the east wall of the Retail Buildings and changing the material to concrete masonry. This change required redesign of structural elements and redrawing portions of the construction documents to provide for review by the City's building department. Even including the cost of additional fees for design and drawing changes the anticipated construction savings is estimated at $116,000.
   - The total amount for this task is: **$9,820.00**

www.smithgroup.com

3. **Reduce entry canopy size**
   - During cost reduction meetings among the design and construction teams it was determined that slightly reducing the depth of the steel canopies at entries to the Retail Buildings would significantly reduce the construction cost of the building. This change required redesign of canopy structural elements and some redrawing of portions of the construction documents to provide for review by the City's building department. It is estimated that this change will save approximately $37,500 in construction cost even including the cost for redesign and drawing revisions.

   - The total amount for this task is: **$7,160.00**

4. **Special Inspections**
   - Special inspections are required by the City of Avondale for various types and features of construction.
   - Note: Special inspections are billed on an "as-needed" basis. Therefore the amounts anticipated for their costs are estimates only. In most cases the actual expenditure will be less that the estimate, resulting in a savings to the project. On rare occasions the number of inspection trips may exceed the number estimated. If this were to happen SmithGroup would notify the City in advance so appropriate provision can be made.

   - Special inspections for the Sports Center are required for concrete, structural steel, masonry and sprayed-on fire proofing.

   - The total estimated amount for special inspection for the Sports Center is: **$26,037.00**

   - Special inspections for the Retail Buildings are required for concrete, structural steel, EIFS (Exterior Finish Insulation System), adhered veneer and moment connections.

   - The total estimated amount for special inspections for The retail building is: **$27,355.00**

The total anticipated labor cost for this additional services request is: **$78,217.00**

**Reimbursable Expenses:**

Our total estimate for reimbursable expenses for the sports center and the retail is $31,000. We have exceeded that amount. Our research indicates the following reasons for exceeding the budget:

- We have printed many more sets of plans and specs than we were anticipating due to City requests for 6 to 7 sets at plan review submittals and multiple reviews.

www.smithgroup.com

- We have been receiving submittal packages digitally from the contractors. Therefore we have had to print them ourselves, making multiple copies as required. This is a case where the cost is not really new to the project. It is simply shifting from a Sundt expense to a SmithGroup one.

- We request an increase in reimbursable expenses through the remainder of the project. We do not anticipate spending this much, but we would prefer not to have to come back later to request more. Any expenses not spent and justified with backup information would remain City funds.

- The estimate of additional reimbursable expenses is: **$10,000.00**

Please let me know if you have any questions or need any further information. We have begun work based upon written authorization from Dave Fitzhugh, and, in fact, have completed most of it at this time. It is important that we get our contract modified as soon as possible to facilitate paying our consultants, who have begun this work in good faith based on the authorization to proceed.

Sincerely,

Kent Willcox

Kent Willcox, AIA LEED AP

Principal, Project Manager

SmithGroup, Inc.

www.smithgroup.com

**AVONDALE ADDITIONAL SERVICES** 7/16/2010

| Company | Task/description | Amount | X 1.1 | Total |
|---|---|---|---|---|
| | **West temporary parking lot** | | | |
| SmithGroup/JJR Floor | Electrical for street light modifications | $875.00 | | $875.00 |
| | Landscape - revisions in islands & at lot perimeter including irrigation | $3,855.00 | $4,240.50 | $4,240.00 |
| Dibble | Grading revisions, revise palns & specifications | $2,500.00 | $2,750.00 | $2,750.00 |
| | | | | **$7,865.00** |
| | **Design evolution log revisions** | | | |
| | (Change rear wall of retail to CMU & lower parapet) | | | |
| SmithGroup | Revise base plans & elevations & details, permit review, overall coordination | $3,770.00 | | $3,770.00 |
| CTS | Structural design revisions, plan, section, elevation, specs revisions | $5,500.00 | $6,050.00 | $6,050.00 |
| | | | | **$9,820.00** |
| | **Reduce canopy size** | | | |
| SmithGroup | Revise base plans & elevations & details, electrical fixture revisions at supports , permit review, overall coordination | $1,880.00 | | $1,880.00 |
| CTS | Revise structural design, details | $4,800.00 | $5,280.00 | $5,280.00 |
| | | | | **$7,160.00** |
| | **Special inspections - Sports Center (Estimated budget amounts)** | | | |
| Smithgroup | Electrical (no charge) | $0.00 | | $0.00 |
| CTS | Concrete, structural steel, masonry | $18,000.00 | $19,800.00 | $19,800.00 |
| Speedie | Spray-on fireproofing | $5,670.00 | $6,237.00 | $6,237.00 |
| | | | | **$26,037.00** |
| | **Special Inspections - Retail (Estimated budget amounts)** | | | |
| CTS | Concrete, structural steel, masonry | $12,500.00 | $13,750.00 | $13,750.00 |
| Speedie | EIFS | $4,875.00 | $5,362.50 | $5,362.50 |
| Speedie | Adhered veneer | $4,875.00 | $5,362.50 | $5,362.50 |
| Speedie | Moment connections | $2,600.00 | $2,860.00 | $2,860.00 |
| | | | | **$27,335.00** |

Total **$78,217.00**

Additional reimbursable expenses $15,000.00

CARUSO
TURLEY
SCOTT
consulting
structural
engineers

May 27, 2010

| CLIENT INFORMATION: |
|---|
| CLIENT PROJECT NUMBER |
| PROJECT MANAGER |
| OTHER |

**Mr. Kent Wilcox**
**SMITHGROUP INCORPORATED**
455 N. Third Street, Suite 250
Phoenix, AZ 85004

RE: **Special Structural Inspections**
**Avondale Sports Center - Retail Buildings A, B, C, D**
Avondale, Arizona
CTS Job No.: 866-10-025s-85

Dear Mr. Wilcox:

**SCOPE OF SERVICES**

Our firm will provide special structural inspections as required by the applicable Building Code and the City of Avondale Building Safety Department for those structural items listed on the construction plans in the general structural notes and/or on the special inspection certificate issued during the permitting process.

The Special Inspector is responsible for the following:

1. To issue written reports to the Owner, City and other designated party. The reports will indicate whether or not the construction work is being performed according to the structural drawings.
2. To inform the contractor of deficiencies or work that does not conform to the contract documents in a timely manner.

The Inspector shall not be in charge of or have control of work. The inspector does not have the right to stop work and is not responsible for:

1. Construction means, methods, techniques, sequence or procedures.
2. Safety precautions and programs.
3. Supervision of work or workers.

**NOTIFICATION**

Our office requests a minimum of 24 hours advanced notification from the contractor for items requiring inspection.

**INSPECTION BUDGET:**

Our invoicing will be billed based on current hourly rates:

| | | | |
|---|---|---|---|
| Partner/Principal | $155.00 | Senior Field Representative | $80.00 |
| Associate | $135.00 | Field Representative | $70.00 |
| Project Manager | $115.00 | Senior Structural Drafter | $80.00 |
| Structural Engineer | $100.00 | Structural Drafter | $75.00 |
| Structural Designer | $85.00 | Clerical | $50.00 |

**Special Structural Inspection Services,** will be invoiced hourly based on time expended against an anticipated budget estimate of Twelve Thousand Five-Hundred Dollars ($12,500.00). A maximum of 50 site visits is anticipated but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore, if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. If necessary, Saturday and Sunday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage, which will be billed at $0.50 per mile, but will vary to match government rates. The anticipated inspection budget is based on the amount of site visits and hours noted above. It excludes additional services for re-inspection time required for the re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and time spent going to an inspection, which was cancelled without timely notification to this office.

YOUR VISION IS OUR MISSION

PARTNERS
Richard D. Turley, PE
Paul G. Scott, PE, SE
Sandra J. Herd, PE, SE
Chris J. Atkinson, PE, SE
Thomas R. Morris, PE
Richard A. Dahlmann, PE

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
T: (480) 774-1700
F: (480) 774-1701

In rendering professional services, Caruso Turley Scott shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential field coordination, field problems, and value added items. In recognition of the relative risks, rewards and benefits of the project, Caruso Turley Scott's total liability excludes value added items and shall not exceed the amount of the anticipated inspection budget.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. Final sign off of the special inspection certificate or letter of inspection completion shall not be processed until all past due amounts relative to this project are paid in full.

At the commencement of engineering services, a "Preliminary Notification" may be forwarded to the property owner and/or tenant. The "Preliminary Notification" is not a lien, but state law requires the distribution of a "Preliminary Notification" issued at the commencement of engineering services to maintain the option of filing a lien for nonpayment of engineering services at a future date. This "preliminary notification" is customary and routine in the construction industry and informs the recipient of their legal rights and obligations. **If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).**

Respectfully Submitted By:
**CARUSO TURLEY SCOTT INC.**

Chris J. Atkinson, P.E.
Partner
I:\CONTRACT\Contracts 2010\10001-10100\10025ssi.doc/BCK

Accepted By:
**SMITHGROUP INCORPORATED**

Name: _____
Title: _____
Date: _____

**IF THE INVOICES SHALL BE SENT TO ANOTHER PARTY FOR PAYMENT**
Please advise below and fax back to our office at 480-774-1701 for separate approval to proceed.

**RESPONSIBLE PAYMENT PARTY:**

Name: _____
Company: _____
Address: _____
Telephone: _____

CARUSO
TURLEY
SCOTT
consulting
structural
engineers

April 29, 2010

| CLIENT INFORMATION: |
|---|
| CLIENT PROJECT NUMBER |
| PROJECT MANAGER |
| OTHER |

**Mr. Daniel Davis**
**CITY OF AVONDALE**
11465 West Civic Center Drive
Suite 200
Avondale, AZ 85323

RE: **Special Structural Inspections**
**Avondale Sports Center**
Avondale, Arizona
CTS Job No.: 8.292 (866)-09-343s-85

Dear Mr. Davis:

**SCOPE OF SERVICES**

Our firm will provide special structural inspections as required by the applicable Building Code and the City of Avondale Building Safety Department for those structural items listed on the construction plans in the general structural notes and/or on the special inspection certificate issued during the permitting process.

The Special Inspector is responsible for the following:

1. To issue written reports to the Owner, City and other designated party. The reports will indicate whether or not the construction work is being performed according to the structural drawings.
2. To inform the contractor of deficiencies or work that does not conform to the contract documents in a timely manner.

The Inspector shall not be in charge of or have control of work. The inspector does not have the right to stop work and is not responsible for:

1. Construction means, methods, techniques, sequence or procedures.
2. Safety precautions and programs.
3. Supervision of work or workers.

**NOTIFICATION**

Our office requests a minimum of 24 hours advanced notification from the contractor for items requiring inspection.

**INSPECTION BUDGET:**

Our invoicing will be billed based on current hourly rates:

| | | | |
|---|---|---|---|
| Partner/Principal | $155.00 | Senior Field Representative | $80.00 |
| Associate | $135.00 | Field Representative | $70.00 |
| Project Manager | $115.00 | Senior Structural Drafter | $80.00 |
| Structural Engineer | $100.00 | Structural Drafter | $75.00 |
| Structural Designer | $85.00 | Clerical | $50.00 |

**Special Structural Inspection Services,** will be invoiced hourly based on time expended against an anticipated budget estimate of Eighteen Thousand Dollars ($18,000.00). A maximum of 72 site visits and 255 hours is anticipated but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore, if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. If necessary, Saturday and Sunday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage, which will be billed at $0.50 per mile, but will vary to match government rates. The anticipated inspection budget is based on the amount of site visits and hours noted above. It excludes additional services for re-inspection time required for the re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and time spent going to an inspection, which was cancelled without timely notification to this office.

YOUR VISION IS OUR MISSION

PARTNERS
Richard D. Turley, PE
Paul G. Scott, PE, SE
Sandra J. Herd, PE, SE
Chris J. Atkinson, PE, SE
Thomas R. Morris, PE
Richard A. Dahlmann, PE

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
T: (480) 774-1700
F: (480) 774-1701

In rendering professional services, Caruso Turley Scott shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential field coordination, field problems, and value added items. In recognition of the relative risks, rewards and benefits of the project, Caruso Turley Scott's total liability excludes value added items and shall not exceed the amount of the anticipated inspection budget.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. Final sign off of the special inspection certificate or letter of inspection completion shall not be processed until all past due amounts relative to this project are paid in full.

At the commencement of engineering services, a "Preliminary Notification" may be forwarded to the property owner and/or tenant. The "Preliminary Notification" is not a lien, but state law requires the distribution of a "Preliminary Notification" issued at the commencement of engineering services to maintain the option of filing a lien for nonpayment of engineering services at a future date. This "preliminary notification" is customary and routine in the construction industry and informs the recipient of their legal rights and obligations. **If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).**

| Respectfully Submitted By: | Accepted By: |
|---|---|
| **CARUSO TURLEY SCOTT INC.** | **CITY OF AVONDALE** |
| Chris J. Atkinson, P.E. | Name: _____ |
| Partner | Title: _____ |
| I:\CONTRACT\Contracts 2009\09301-09400\09343ssi.doc/BCK | Date: _____ |

**IF THE INVOICES SHALL BE SENT TO ANOTHER PARTY FOR PAYMENT**
Please advise below and fax back to our office at 480-774-1701 for separate approval to proceed.

**RESPONSIBLE PAYMENT PARTY:**

Name: _____

Company: _____

Address: _____

Telephone: _____

**CARUSO TURLEY SCOTT**
consulting structural engineers

April 28, 2010

| CLIENT INFORMATION: |
|---|
| CLIENT PROJECT NUMBER |
| PROJECT MANAGER |
| OTHER |

**Mr. Kent Willcox**
**SMITHGROUP INCORPORATED**
455 N. Third Street
Suite 250
Phoenix, AZ 85004

**RE: Additional Services for Avondale Sports Center - Retail Buildings A, B, C, D**
**Redesign Canopy Framing to Reduce Steel Tonnage**
Avondale, Arizona
CTS Job No.: 866-10-025.2-83
**Additional Services Letter No.: 2**
**Redesign Canopy Framing**

Dear Mr. Willcox:

This will confirm our fee to provide structural engineering and drafting services as required to re-design canopy framing to reduce steel tonnage. Includes revised spacing of beams and deck, alternate details and revised beam sizing.

This represents additional services not planned for under the original scope of work. Our Basic Services noted above will be billed at a Fixed Fee of Four Thousand Eight-Hundred Dollars ($4,800.00).

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).**

Respectfully Submitted By:
**CARUSO TURLEY SCOTT INC.**

Chris J. Atkinson, P.E.
Partner

I:\CONTRACT\Contracts 2010\10001-10100\10025rev.doc/BCK

Accepted By:
**SMITHGROUP INCORPORATED**

Name: _____
Title: _____
Date: _____

YOUR VISION IS OUR MISSION

PARTNERS
Richard D. Turley, PE
Paul G. Scott, PE, SE
Sandra J. Herd, PE, SE
Chris J. Atkinson, PE, SE
Thomas R. Morris, PE
Richard A. Dahlmann, PE

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
T: (480) 774-1700
F: (480) 774-1701

April 20, 2010

| CLIENT INFORMATION: |
|---|
| CLIENT PROJECT NUMBER |
| PROJECT MANAGER |
| OTHER |

Mr. Kent Willcox
SMITHGROUP INCORPORATED
455 N. Third Street
Suite 250
Phoenix, AZ 85004

**RE: Additional Services for Avondale Sports Center - Retail Buildings A, B, C, D**
**CMU Fee for East Wall ASC Retail**
Avondale, Arizona
CTS Job No.: 866-10-025.1-83
**Additional Services Letter No.: 1**
**Masonry Wall Design at East Wall**

**CARUSO TURLEY SCOTT**
consulting structural engineers

Dear Mr. Willcox:

This will confirm our fee to provide structural engineering and drafting services as required for the following scope of work:

1. Use structural cmu at back wall as a substitute for currently designed and detailed steel stud wall over concrete sill wall.
2. Also redesign the lateral system to omit the cross bracing and steel moment frames where occur along the back wall and use masonry shear wall.
3. Omit columns and beams along back wall and use masonry as a bearing wall.
4. Redesign foundations to accommodate new wall system, roof loads, and shear walls.

This represents additional services not planned for under the original scope of work. Our Basic Services noted above will be billed at a Fixed Fee of Five Thousand Five-Hundred Dollars ($5,500.00).

Reimbursable Expenses are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery and or/delivery pickup costs, and mileage. Reimbursables shall be invoiced at cost x 1.15.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and fax or e-mail back to our office for authorization to proceed (480-731-1273 or bkelly@ctsaz.com).**

Respectfully Submitted By:
**CARUSO TURLEY SCOTT INC.**

Chris J. Atkinson, P.E.
Partner

I:\CONTRACT\Contracts 2010\10001-10100\10025rev.doc/BCK

Accepted By:
**SMITHGROUP INCORPORATED**

Name: _____
Title: _____
Date: _____

YOUR VISION IS OUR MISSION

PARTNERS
Richard D. Turley, PE
Paul G. Scott, PE, SE
Sandra J. Herd, PE, SE
Chris J. Atkinson, PE, SE
Thomas R. Morris, PE
Richard A. Dahlmann, PE

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
T: (480) 774-1700
F: (480) 774-1701

SPEEDIE
AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

June 4, 2010

Mr. Kent Wilcox
Smithgroup
455 North 3rd Street, Ste. 250
Phoenix, AZ 85004

**RE: Proposal for Special Inspection & Construction Materials Testing**
**Avondale Sports Center**
**NWC Civic Center Dr & Park Ave**
**Avondale, Arizona**
**PN100598**

Dear Mr. Wilcox:

We hereby submit our proposal to perform construction materials testing and special inspection services for the referenced project. All work will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

Speedie and Associates is completely staffed and equipped to provide the necessary testing for this project. We are accredited by AASHTO and participate in AMRL and CCRL Laboratory Inspection and Reference Sample Programs, as well as being an ADOT referee laboratory. Our technicians participate in the ACI, NICET, ATTI, AWS, ICBO, and EIFS certification programs. Speedie and Associates meets or exceeds all requirements contained within ASTM E329, C1077, and D3666.

It is the general policy of Speedie and Associates, Inc. not to perform special structural inspection on projects where the structural engineer of record is available to do so. Should the engineer of record be unable or unwilling to perform such inspections, Speedie and Associates is fully-staffed to provide these services.

We will provide, as scheduled by the responsible party, such personnel and equipment to observe or test work performed. If not specified otherwise, all scheduled construction material testing and special inspection services shall be performed on an on-call basis. Our personnel will perform observations, tests and specimen preparation and will prepare a Daily Field Report for each day spent at the site. These reports, together with all test data, will be transmitted on a timely basis to those parties designated by the client.

SPEEDIE
AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

We have provided a budget estimate of $18,020.00 for the amount of work required for this project based on our experience on similar projects. Charges for our services will be made on a unit rate basis. Unit rates for technician and inspector time will be invoiced portal to portal from our Phoenix office. It should be noted, however, that we have no control over the contractor's construction methods and work schedule, and actual charges may vary.

Any additional office support and other services **provided at your specific request** will be billed per our standard Fee and Rate Schedule and Schedule of Fees for Laboratory Testing. Rates on Sundays and holidays will be increased by 20 percent. Invoices will be submitted on a monthly basis for work completed, to be paid within 30 days.

Reimbursable subcontractor charges can be paid directly by the client to the extent of such charges or will be added to our invoices plus an additional 25% handling fee.

We appreciate the opportunity to submit this proposal for your consideration. If our budget estimate, unit rates and standard terms and conditions as attached are satisfactory, please sign the proposal and return it for our records. We look forward to working with the members of the construction team on this project.

Respectfully submitted,
**SPEEDIE & ASSOCIATES**

Brian Evraets
Project Manager

Attachments

APPROVED AND ACCEPTED

For: _____

By: _____

Date: _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

# UNIT RATE SCHEDULE

DESCRIPTION OF SERVICE

| | | | |
|---|---|---|---|
| 1. | On-call Construction Observation & Testing | | |
| | a. | Observation & Testing of earthwork, concrete, masonry and paving operations by Engineering Technician | $ 45.00/hr |
| | b. | Trip Charges | 45.00/trip |
| | c. | Vehicle/Equipment | N/C |
| 2. | On-call Additional Testing Services (as required) | | |
| | a. | Floor Surface Analysis (ASTM E1155) | 60.00/hr |
| | b. | Sprayed Applied / Intumescsent Fireproofing Inspection | 45.00/hr |
| | c. | Calcium Chloride Testing of Vapor Emissions | 60.00/hr |
| | d. | Termiticide Sampling | 60.00/hr |
| | e. | Trip Charges | 45.00/trip |
| | f. | Vehicle/Equipment | N/C |
| 3. | On-call Special Structural Observation | | |
| | a. | Observation of Structural Elements as required | 70.00/hr |
| | b. | Trip Charges | 45.00/trip |
| | c. | Vehicle/Equipment | N/C |
| 4. | On-call Special Architectural Observation | | |
| | a. | EIFS & Adhered Veneer Observation | 70.00/hr |
| | b. | Trip Charges | 45.00/trip |
| | c. | Vehicle/Equipment | N/C |
| 5. | Office Support - If Required | | |
| | a. | Principal | 130.00/hr |
| | b. | Project Engineer | 100.00/hr |

AMERICAN SPORTS CENTER PROJECT ESTIMATE - Additional Testing

ADDITIONAL TESTING

SLAB MOISTURE DETECTION

a. Vapor Emissions and Ph Determination:

| | | | |
|---|---|---|---|
| 0 hours @ | $45.00 | per hour | $0.00 |
| 0 trips @ | $45.00 | per trip | $0.00 |

SPRAYED-ON FIREPROOFING

a. Thickness and density testing of sprayed-on fireproofing:

| | | | |
|---|---|---|---|
| 85 hours @ | $45.00 | per hour | $3,825.00 |
| 21 trips @ | $45.00 | per trip | $945.00 |
| 20 sample @ | $45.00 | per laboratory density | $900.00 |

ROOFING INSPECTION

a. Observation prior, during, and after installation:

| | | | |
|---|---|---|---|
| 0 hours @ | $70.00 | per hour | $0.00 |
| 0 trips @ | $45.00 | per trip | $0.00 |

Additional Testing Subtotal $5,670.00

AVONDALE SPORTS CENTER RETAIL PROJECT ESTIMATE - Special Structural Inspection

SPECIAL STRUCTURAL INSPECTION

a. On-site Ultrasonic Testing of Moment Connections:

| | | | |
|---|---|---|---|
| 32 hours @ | $70.00 | per hour | $2,240.00 |
| 8 trips @ | $45.00 | per trip | $360.00 |
| | | Special Structural Inspection Subtotal | $2,600.00 |

AVONDALE SPORTS CENTER RETAIL PROJECT ESTIMATE - Architectural Special Inspection

ARCHITECTURAL SPECIAL INSPECTION

a. Adhered Veneer:

| | | | |
|---|---|---|---|
| 60 hours @ | $70.00 | per hour | $4,200.00 |
| 15 trips @ | $45.00 | per trip | $675.00 |

a. EIFS:

| | | | |
|---|---|---|---|
| 60 hours @ | $70.00 | per hour | $4,200.00 |
| 15 trips @ | $45.00 | per trip | $675.00 |
| | | Architectural Special Inspection Subtotal | $9,750.00 |
| | | Estimated Project Total | $18,020.00 |

**Dibble Engineering**

2440 North Litchfield Road
Suite210
Goodyear, Arizona 85395
phone 623.935.2258
fax 623.935.2361
www.dibblecorp.com

January 27, 2010

Kent Willcox
SmithGroup Inc.
455 N. Third Street, Suite 250
Phoenix, Arizona 85004

**RE: Avondale Sports Center – Parking Lot Improvements**
**755 North 114th Avenue**
**Avondale, Arizona**

In response to your request to provide additional civil engineering design for the approximate 2.5-acre proposed parking lot at the Avondale Sports Center (ASC), we are pleased to submit this proposal.

**PROJECT UNDERSTANDING:**
The City of Avondale has made a request to the ASC design team to modify the design of the 2.5-acre ASC parking lot to meet the City of Avondale design standards. The parking lot is bound by Avondale Boulevard, Corporate Drive, 114th Avenue, and City Center Drive. The original design services contract included design of a temporary parking lot having minimal improvements, including asphalt paving in the ADA parking area and a gravel surface for the non-ADA stalls. This scope of services includes improving the parking lot to meet the minimum City of Avondale standards, including landscape & landscape islands, lighting, full asphalt paving, parking stall striping, and parking screening.

**CONDITIONS:**
- This proposal is for civil design of on-site elements only; no off-site improvements are included in this scope of services, there are currently no known off-site improvements required.
- An architectural site plan for the ASC parking lot will be furnished by SmithGroup.

**SCOPE OF WORK:**
1. **Design Document Preparation**
   A. **Parking Lot Improvements**
   - Further develop on-site parking lot design documents including civil site plan; grading & drainage plan; and details that will meet the requirements of the Governing Agency
   - Coordinate layout of landscape, electrical/lighting, and parking screening improvements with civil improvements.
   - Design team meetings (estimated two meetings)

**FEES:**
1. **Design Document Preparation**
   A. Fee for the **Parking Lot Improvements** design document preparation per the scope of services shown above is ~~$4,860~~ AGREED TO $2,500.00 PER REQUEST OF DAVID FITZHUGH - CITY OF AVONDALE

**EXCLUSIONS:**
- Topographic Survey
- Utility potholes
- Landscaping and irrigation design
- Off site street, curb, sidewalk, water, sewer, or storm drain improvements
- Gas design

**EXCLUSIONS:**

- Electrical design
- Structural design including walls
- Environmental investigations
- Preparation of Plat
- Legal descriptions/exhibits
- Construction staking
- As-built survey
- As-built document preparation
- Cost of permits or fees
- Traffic study

If Dibble Engineering is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or for any reason beyond our control, we are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended and charged in accordance with the attached schedule of hourly rates. Additional services must be approved by the Owner prior to the start of such work.

Invoices will be submitted monthly based on the percentage of the project design that is complete. These invoices will be due and payable upon receipt and will be considered past due if not paid within thirty days.

If you have any questions, please call me at (623) 935-2258.

Very truly yours,
Dibble Engineering

Jeffrey L. McBride, P.E.
Project Manager

Kent E. Norcross, P.E.
Vice President

If this proposal including the attached back-up documents is acceptable, please so indicate by signing and dating below. The return of this signed document shall serve as our notice to proceed with this project.

_____
Name (Print), Title

_____ _____
Signature Date
SmithGroup

# Dibble Engineering®

January 1, 2010

## STANDARD BILLING RATES

| | | |
|---|---|---|
| Managing Principal | $ | 160.00 |
| Principal | | 150.00 |
| Principal Engineer | | 150.00 |
| Senior Project Manager | | 140.00 |
| Project Manager | | 135.00 |
| Senior Engineer | | 125.00 |
| Engineer (PE) | | 120.00 |
| Assistant Engineer (EIT) | | 95.00 |
| Senior Technician | | 105.00 |
| Technician | | 80.00 |
| | | |
| Senior Construction Project Manager / Resident Engineer | | 125.00 |
| Construction Project Manager / Resident Engineer | | 115.00 |
| Construction Project Engineer | | 100.00 |
| Construction Inspector | | 95.00 |
| | | |
| Land Survey Manager (RLS) | | 135.00 |
| Land Surveyor (RLS.) | | 110.00 |
| Assistant Land Surveyor (LSIT) | | 85.00 |
| Survey Technician | | 75.00 |
| Survey Crew (2-Man) | | 130.00 |
| Survey Crew (GPS/Robotic) | | 130.00 |
| | | |
| Information Technology Director | | 115.00 |
| Network Administrator | | 90.00 |
| Business Development Director | | 90.00 |
| Business Development Manager | | 85.00 |
| Marketing Manager | | 85.00 |
| Marketing Coordinator | | 65.00 |
| Senior Administrative Assistant | | 65.00 |
| Administrative Assistant | | 45.00 |
| | | |
| **Expenses** | Cost plus 15% | |
| mileage, reproduction, etc. | | |
| | | |
| **Overtime Rates** | | |
| Dibble Engineering Authorized | Billing Rate x 1.0 | |
| Client Authorized | Billing Rate x 1.5 | |

JJR|Floor

## American Sports Center - Avondale Sports Complex

**Extra Services for Temporary Parking Lot and Project Revisions**
JJR|Floor
Landscape Architecture Fees
Prepared for: SmithGroup
**M10031**

Exhibit A
January 28, 2010

**Project Area and Description:** This Extra Service outline is being issued for time required to provide landscape architecture and irrigation design services and revised Construction Documents to accommodate the project's temporary parking lot and the current project revisions. This includes layout coordination with the project team along with additional landscaping. In addition, we will provide details for the raised steel planters along the north and south elevations of the building walls; revisions to the green-screen layout; revised turf layout; detailing of landscape pots; site furnishings, such as benches, trash receptacles, and an information kiosk.

**Scope of Services:** Provide revised Construction Documents and project coordination for landscape and irrigation. Our team will revert back to the Basic Services portion of our Scope of Work for Construction Observation.

| | | |
|---|---|---|
| **Extra Services (as requested)** | | |
| | **Task: Construction Documents Revisions** | |
| 1 | Revise parking lot layout and landscape areas, according to City of Avondale minimum standards | |
| 2 | Plan and Detail: landscape pots, benches, trash receptacles, information kiosk | |
| 3 | Plan and Detail: steel planter/pots, revise green-screen layout; provide elevations | |
| 4 | Project team coordination | |
| 5 | Project team meetings | |
| | **JJR\|Floor Landscape Fee** | **$ 3,060** |
| | **Subconsultant Irrigation Fee** | **$ 795** |
| | | **$ 3,855** |

**Fees are valid for six months from date of this proposal.**

**Reimbursable Expenses**

Reimbursable expenses include printing, photo reproduction, postage, delivery service and project related mileage / travel. Printing includes plotting and printing of presentation materials, as well as plotting of progress prints and one bond set for each submittal. Copies for bidding and contractor distribution are not included.

Fees include work performed in the Phoenix Area. Out of town meetings and plant material review trips not specified under the Basic Services portion of our contract shall be considered Extra Services and shall be billed hourly in accordance with our Standard Hourly Rate Schedule. Hours billed will include actual meeting time and travel time. Travel requiring overnight stay shall be billed on a per diem basis equal to a minimum of 10 hours at our standard hourly rates, travel time and related expenses.

Reimbursables will be billed at cost plus fifteen percent (15%) for handling. *Reimbursable Expenses are in addition to our fee.*

# CITY COUNCIL REPORT

**SUBJECT:**
Third Amendment to the Purchase Agreement with Graffiti Protective Coatings

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood & Family Services Director (623)333-2727

**THROUGH:** Charlie McClendon, City Manager

## PURPOSE:

Staff is requesting City Council approval of the final renewal of the existing agreement with Graffiti Protective Coatings (GPC) that extends the contract period through August 31, 2011. The agreement amount remains the same at $87,720.

## BACKGROUND:

Since May 2008, the Neighborhood and Family Services Department has contracted with Graffiti Protective Coatings for graffiti removal and restoration in Avondale, including City facilities and parks. Engagement of this private contractor has enabled the Code Enforcement Division to increase the efficiency and timeliness of graffiti abatement services and to free up staff time to assist with other priorities. The services of GPC were procured based on a cooperative purchasing provision in the City of Tucson contract with GPC. This contract was recently renewed by Tucson through August 31, 2011. This item will extend Avondale's agreement with GPC for the same time period.

## DISCUSSION:

During fiscal year 2009-10, GPC removed graffiti at 4,021 sites for a total of 83,886 square feet. Since contract inception in May 2008, GPC has removed graffiti at 7,086 sites for a total of 236,726 square feet. Complaints continue to be reported through the Code Enforcement Division. Graffiti work orders are transmitted by Code staff in real time and received by GPC staff via iPhone. Typically, graffiti is removed within 24 hours. In addition, there is a shorter timeframe available for priority work orders. GPC also proactively removes graffiti along designated routes.

## BUDGETARY IMPACT:

Funding is included in the current budget for a total of $87,720.

## RECOMMENDATION:

Staff recommends that the City Council approve the final renewal of the existing agreement with Graffiti Protective Coatings (GPC) that extends the contract period through August 31, 2011. The agreement amount remains the same at $87,720.

## ATTACHMENTS:

**Click to download**

- Third Amendment

**THIRD AMENDMENT**
**TO**
**PURCHASE AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**GRAFFITI PROTECTIVE COATINGS, INC.**

THIS THIRD AMENDMENT TO THE PURCHASE AGREEMENT (this "Third Amendment") is entered into as of August 9, 2010, between the City of Avondale, an Arizona municipal corporation (the "City"), and Graffiti Protective Coatings, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson entered into Contract No. 061184 dated September 5, 2006, as amended on June 25, 2007, September 11, 2008, March 24, 2009, and July 7, 2010, with the Contractor to provide graffiti abatement services (collectively, the "Tucson Contract"). The Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. Pursuant to Section 25-24 of the City Code, the City and the Contractor entered into a Purchase Agreement dated May 5, 2008 under the terms and conditions of the Tucson Contract, as amended by the First Amendment to Purchase Agreement dated April 6, 2009, and as amended by the Second Amendment to Purchase Agreement dated June 7, 2010 (collectively, the "Agreement").

C. The City has determined that it is necessary to extend the term of the Agreement.

D. The City and the Contractor desire to enter into this Third Amendment to extend the term of the Agreement.

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 parties hereby agree as follows:

1. Term of Agreement. This Third Amendment shall be effective as of the date first set forth above and shall modify the term of the Agreement to extend and remain in full force and effect until August 31, 2011.

2. Scope of Work. Contractor shall provide graffiti abatement services under the terms and conditions of the Tucson Contract, attached hereto as Exhibit A.

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

4. Non-Default. By executing this Third Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement.

5. Conflict of Interest. This Third Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation

By:_____

Name:_____

Its:_____

(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 GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
THIRD AMENDMENT
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

[Tucson Contract]

See following pages.

# Contract #061184
# Graffiti Abatement

## Graffiti Protective Coatings, Inc.

## Table of Contents


**Section A**

- Signed Offer and Acceptance
- Price Page
- Signed Amendment
- Request for Clarification and Additional Information dated July 11, 2006
- Response to Request for Clarification and Additional Information
- Invitation to Interview dated August 4, 2006
- Response to Interview Questions
- Request for Clarification and Additional Information #2 dated August 15, 2006
- Response to Request dated August 16, 2006
- Insurance Certificates

**Section B**

- Firm's Response to Request for Proposals

**Section C**

- Original RFP

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD. #264
Address

LOS ANGELES CA 90004
City State Zip

Signature of Person Authorized to Sign

CARLA LENHOFF
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

Name: BARRY STEINHART

Title: GEN MGR

Phone: 213.591.1153 OR 323.464.4472

Fax: 323.656.3579

E-mail: GPCLA@MSN.COM

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 061184.

Approved as to form this 5th day of Sept, 2006.

As Tucson City Attorney and not personally

**CITY OF TUCSON**, a municipal corporation

Awarded this 30th day of August, 2006.

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally

# PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, etc.

## GROUP 1 – PAINTING

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

**Scenario 1**

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously painted concrete block wall on private property. The property owner has provided the matching paint.

**Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____**

**Scenario 2**

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously painted concrete block wall with stucco on private property. The property owner has not provided the matching paint.

**Price for Scenario 2 graffiti abatement: $____19.80 (POSITION 1)_____**

**Scenario 3**

Area to be abated is the entire surface of a previously painted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

**Price for Scenario 3 graffiti abatement: $_____42.80 (POSITION 1)_____**

**Scenario 4**

Contractor arrives on site to find that area has been abated.

**Trip Charge: $____8.00 (POSITION 1)_____**

**Pricing Table**

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that may not be listed.

| Product | Brand | Grade | Unit Size | Price |
|---|---|---|---|---|
| Latex Paint | FRAZEE | MED/HIGH | 1 GALLON | $12.00-18.00 |
| Latex Stain | FRAZEE | HIGH | 1 GALLON | $20.00 |
| Oil Based Paint | FRAZEE | HIGH | 1 GALLON | $27.00 |
| Oil Based Stain | FRAZEE | HIGH | 1 GALLON | $30.00 |
| Paint Thinner | FRAZEE | N/A | 1 GALLON | $8.00 |
| Latex Primer | FRAZEE | HIGH | 1 GALLON | $20.00 |
| Oil Based Primer | FRAZEE | HIGH | 1 GALLON | $18.00 |
| | | | | $ |
| | | | | $ |

## GROUP 2 – MEDIA BLASTING

Pricing for Scenarios 1 – 4 will be evaluated. Pricing provided in the Pricing Table is for informational purposes only and will not be evaluated.

**Scenario 1**

Area to be abated measures five (5) feet in width and three (3) feet in height. The surface is a previously unpainted concrete block wall on private property.

**Price for Scenario 1 graffiti abatement: $_14.80 (POSITION 1)_____**

**Scenario 2**

Area to be abated measures twelve (12) feet in width and four (4) feet in height. The surface is a previously unpainted wooden fence on private property.

**Price for Scenario 2 graffiti abatement: $___19.80 (POSITION 1)_____**

**Scenario 3**

Area to be abated is the entire surface of a previously unpainted concrete block wall on City property. Wall measures forty (40) feet in width and six (6) feet in height.

**Price for Scenario 3 graffiti abatement: $____88.00 (POSITION 1)_____**

**Scenario 4**

Contractor arrives on site to find that area has been abated.

**Trip Charge: $____8.00 (POSITION 1)_____**

**Product Pricing**

Provide the brand, grade, unit size and pricing for the products proposed to be used in performance of this contract. Additional space is provided for write-in of products that are not listed.

| Product | Brand | Grade | Unit Size | Price |
|---|---|---|---|---|
| Silicon Sand | N/A NOT USED | | | **$N/A** |
| Graffiti Remover | GPC, INC | PROFESSIONAL | GALLON | **$20.00/GALLON** |
| Soda | GPC, INC. | BLASTING FORMULA | 50 LBS | **$25.00/BAG** |
| Steam | NO COST | | | **$0** |
| | | | | **$** |
| | | | | **$** |
| | | | | **$** |
| | | | | **$** |
| | | | | **$** |

# CITY OF TUCSON
## DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 061184

GRAFFITI ABATEMENT
AMENDMENT NO. ONE (1)

DATE ISSUED: JUNE 14, 2006

The referenced document has been modified as per the attached Amendment No. One (1).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Christina Schipansky, Contract Officer at (520) 791-4400 ext. 131.

Department of Procurement, City Hall
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4704 Fax: (520) 791-4735

# REQUEST FOR PROPOSAL AMENDMENT

..ITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 791-4400 EXT. 131
ISSUE DATE: JUNE 14, 2006

REQUEST FOR PROPOSAL NO.: 061184
RFP AMENDMENT NO.: One (1)

RFP DUE DATE: JUNE 23, 2006, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: CHRISTINA SCHIPANSKY

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

The following information is provided as a result of the Pre-Proposal Conference held on June 14, 2006.

**Addition, Scope of Work, Section I, A, 6:** This section shall read:

6. The Contractor shall meet with the DNR Program Manager one time per week via a mutually agreeable communication method at a mutually agreed upon time to discuss program status and issues.

**Addition, Special Terms and Conditions, Section 4:** This section shall read:

4. PRICE ADJUSTMENT: **The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.**

**Deletion, Scope of Work, Section I, A, 9:** Delete entire section.

**Clarification:** A license issued by the Arizona Registrar of Contractors is not required.

**Additional Information:** The current Contractor will conduct ride alongs upon request. To schedule a ride along, call:

GAPIT
Michelle Phillips
(520) 622-7197

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature _____ Date 06-22-06

CARL ALENHOFF, PRESIDENT
Typed Name and Title

GRAFFITI PROTECTIVE COATINGS, INC.
Company Name

419 N. LARCHMONT BLVD., # 264
Address

LOS ANGELES CA 90004
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

July 11, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd #264
Los Angeles, CA 90004
Fax: (323) 656-3579

*Sent via facsimile this day*

**Subject:** **RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information**

Dear Mr. Steinhart:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Provide additional information regarding the firm's plan and timeline for acquiring the proposed equipment and personnel. Provide information regarding proposed training of new personnel.
2. Clarify your supervisory structure and the names and positions of key personnel. Identify the personnel proposed to perform training functions and their qualifications.
3. Clarify whether or not the proposed key personnel will be dedicated to the Tucson office or will serve to establish the office only.

Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, July 26, 2006.** You may fax your response to me at (520) 791-4735.

The City of Tucson appreciates your attention to this matter. Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,

Christina Schipansky
Senior Contract Officer

CS/sd

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

# RFP # 061184- GRAFFITI ABATEMENT- REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION

GPC's ability to succeed is determined before the first "tag" is removed. The efficiency and strength of the work plan, materials, techniques, trucks, equipment, and the skills and expertise of the staff assigned all predetermine the outcome of the project.

**ITEM #1 TIMELINE AND PERSONNEL TRAINING**

Graffiti Protective Coatings, Inc. (GPC) requires no new equipment or personnel to adequately fulfill this contract. GPC currently possesses a pool of fully equipped trucks and trained personnel for the needs of this contract as well as reserves for any unanticipated additional labor or equipment requests. Trucks are complete and ready for immediate service. Staff is already employed and also is ready for immediate service. GPC's main set-up task will be to transfer equipment and labor resources to their new permanent location in Tucson. Fortunately, GPC has experience moving equipment and people and has created the following plan/timeline for the Tucson office to be fully operational in 1 week (SEE TIMELINE).

Immediately upon GPC receiving confirmation of contract approval by City Council, GPC will initiate its seven day set-up of the Tucson office. Within the first 24 hours Barry Steinhart will arrive in Tucson and will secure a warehouse. This process will be completed within 4 days. GPC's Frazee paint store rep will arrange to have one of the two Tucson Frazee stores prepare all needed paint inventory as well as deliver paint to the GPC Tucson warehouse. This process will be completed Days 3 through 4. Also on Days 3-4, four trucks will be sent from Southern California to Tucson driven by assigned Tucson personnel. On Day 3, Carla Lenhoff will arrive in Tucson to set up all administrative items such as business license and office equipment set-up including phone, fax and computer. Some of these items rely upon entities beyond our control, so GPC has allocated 4 days for these tasks and has the Los Angeles office as a back-up source to direct forward any local calls, faxes, and e-mails. Finally on Day 6, a staff meeting will be held to review work assignments and zones. By Day 7, GPC Tucson will be ready to start work.



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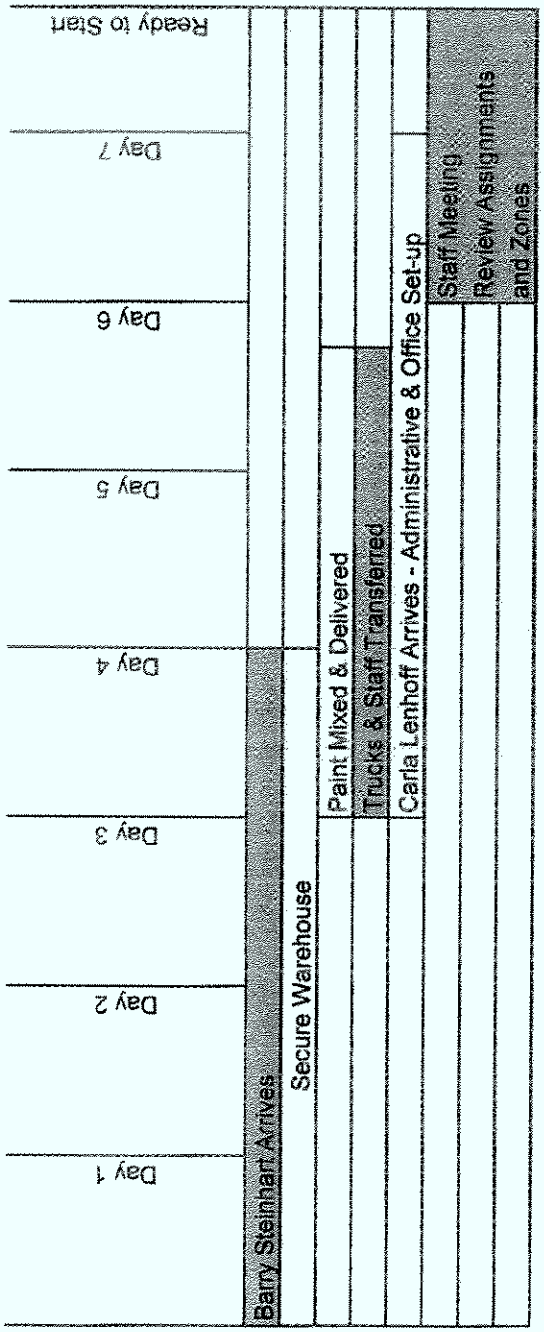
Number 264
Los Angeles, CA 90004
(323) 464-4472
Fax (323) 656-3579

# Timeline


Day 1
Day 2
Day 3
Day 4
Day 5
Day 6
Day 7
Ready to Start
Barry Steinhart Arrives
Secure Warehouse
Paint Mixed & Delivered
Trucks & Staff Transferred
Carla Lenhoff Arrives - Administrative & Office Set-up
Staff Meeting
Review Assignments
and Zones

**NEW PERSONNEL TRAINING**

GPC has an internal ranking system for all field technicians. Rankings are divided into three levels based upon experience. All GPC personnel must be a minimum Level 2 technician in order to operate a truck independently. Level 1 technicians are new employees in training with less than 1 year of experience. Level 2 technicians have a minimum of 1 year of experience accompanying a Level 3 technician and have completed a 100 item training (SEE TRAINING SPREADSHEET). Level 3 technicians have 3 or more years of experience and must have served in a project manager capacity.

Just as GPC's auto insurance carrier will not insure a driver without adequate driving experience (3 years), GPC is not willing to "insure" a field tech without the required experience and training. GPC feels that it takes a minimum of 1 year of training with a Level 3 technician to gain the experience and skills to properly perform the job in a professional manner.

On account of GPC's strict training standards, GPC limits the amount of new contracts it bids upon each year. Tucson is one of the few new project's GPC has chosen to bid this year.

For this project the Tucson office will have one Level 3 technician and three Level 2 technicians all coordinated and managed by the "key personnel" listed in original proposal.



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# TRAINING SPREADSHEET

Accident investigation
Acid glass buffing
Adverse weather conditions
Airless sprayer- cleaning
Airless sprayer- color blend
Airless sprayer- color change
Airless sprayer- repairs
Airless sprayer- tip applications
Aluminum removal
Anondized steel removal
Anti-graffiti coating application
Anti-graffiti coating removal and replacement
Anti-graffiti window film application, maintenance, removal
Asphalt removal
Awning removal
Baking soda avoidance of plants
Baking soda blasting
Bathroom/ interior removal
Bench removal
Block wall removal
Brick removal
Bridge removal
Chainlink removal
Client communication
Clothing and personal protective equipment
Code of safe practices
Color matching
Colored concrete removal
Colored curb removal
Concrete light pole removal
Confined space operations
Copper removal
Curb removal
Driving safety
Electrocution dangers
Emergency procedures- First Aid
Equipment design
Equipment repair
Equipment tag-out
Fall protection
Fence screen removal
Fire prevention
Glass removal
Graffiti remover usage and safety
Granite removal
Grout removal
Hazard communication (chemicals)
Hazard correction
Hazard identification and evaluation
Job prep-truck prep
Job site clean up
K-rail removal

Limestone removal
Mailbox removal
Marble removal
Marker removal
Mural removal
No cell phones while driving
Non reflective sign removal
Obtaining property waiver
Paint bases
Paint disposal
Paint removal
Painting prep
Painting techniques
Painting tools
Parking off street
Pedestrian safety
Photo documentation
Plastic removal
Polycarbonate removal
Powder coat removal
Preventative maintenance
Primer usage
Priority service call plan
Respecting all citizens
Respiratory protection
Second story removal
Shortest path day planning
Sidewalk removal
Silica sand dangers
Slump stone removal
Split face removal
Spray paint usage and safety
Stainless steel removal
Steam cleaning
Sticker removal
Stone removal
Stucco- non porous removal
Stucco- porous removal
Surrounding surfaces protection
Tile removal
Tree removal
Utility and phone box removal
WATCH handbook
Water recovery/recycling
Wood fence removal
Wood telephone pole removal
Work sheet documentation
Wrought iron removal

GPC
GRAFFITI PROTECTIVE COATINGS

**ITEM # 2 SUPERVISORY STRUCTURE**

See Supervisory Structure Flow Chart **(COMPANY-WIDE)**

As discussed in Item # 1, training for new personnel consists of a minimum of 1 of year experience accompanying a Level 3 technician. Barry Steinhart trained Mike Kightlinger, Julio Bonilla, Samuel Abundis, Jesus Rodriguez, and William Subuyuj personally, and those staff members have trained all other current Level 3 technicians.

All staff performing the training functions each have removed thousands of "tags" from all surfaces and could easily be qualified as experts in their field based upon the volume and variety of graffiti removed.

For the Tucson office, Barry Steinhart will directly manage the site/project manager. The Level 3 technician GPC has chosen to be the site/project manager for this project is William Subuyuj. William currently serves as the site/project manager in the city of Torrance.

William Subuyaj was chosen because GPC's contract in Torrance is very similar in size, dollar value, and scope to Tucson. William takes great ownership and pride in GPC. His enthusiasm and desire to please sets the tone for his current staff of two Level 2 technicians. Torrance crews patrol and clean graffiti from over 150 linear miles of streets daily as well as maintains graffiti removal at all the city parks. His duties beyond graffiti removal include meeting with and coordinating work orders with city staff, organizing crews, preparing worksheets, preparing photographs, and communicating with Barry Steinhart on a daily basis.

The City Torrance was included as a reference in GPC's proposal and can be contacted to verify the outstanding level of service provided by GPC and William Subuyaj.

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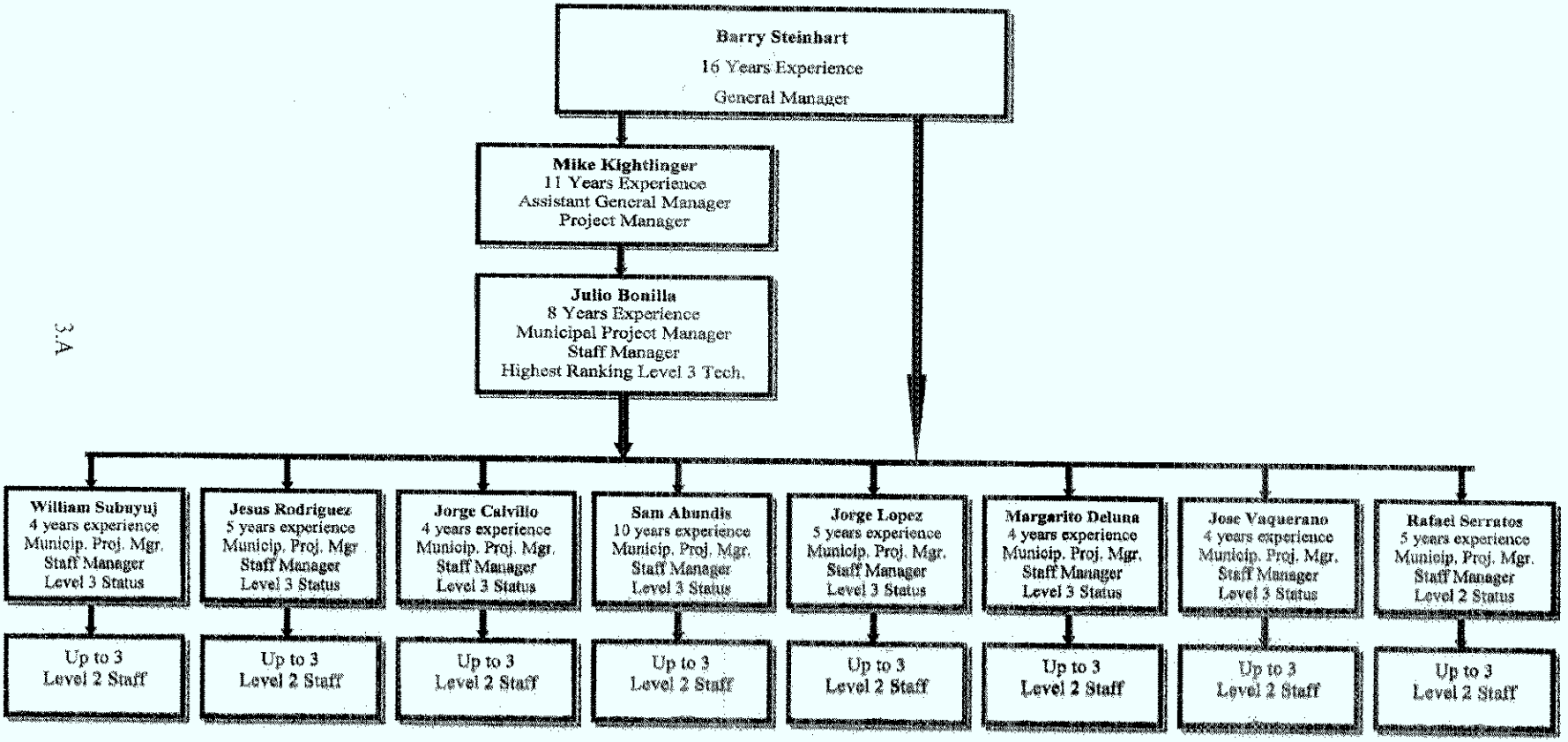
# Supervisory Structure




* Note: Level 1 Staff trains directly with Level 3 staff and is not listed.

GRAFFITI PROTECTIVE COATINGS

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ax (323) 656-3579

**ITEM # 3 KEY PERSONNEL IN TUCSON**

Proposed key personnel listed in the proposal will be dedicated to the Tucson office on an ongoing basis identical to all other GPC municipal contracts. During the initial phase of the contract, Barry Steinhart will be in the City every day. Once the office is established, one of the three key personnel will be in Tucson at least once per week to supervise and meet with City staff, as is the standard with every other municipality contracting with GPC. The Level 3 Technician assigned to the Tucson office will be the site/project manager, however overall supervision will go to key personnel, primarily Barry Steinhart. Barry Steinhart and Mike Kightlinger communicate with all site managers many times per day.

With GPC, the City benefits from its ability to do business with a local office as well the knowledge and comfort that any additional fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

Oscar Hernandez - *Mayor*
Victor Bello - *Vice Mayor*
George Cole - *Councilman*
Teresa Jacobo - *Councilwoman*
George Mirabal - *Councilman*

# CITY OF BELL

6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 Fax

August 9, 2006

To: City of Tucson Public Works Department

Graffiti Protective Coatings has been providing graffiti removal services for the City of Bell since 1996 with exceptional consistency. We have found that Mr. Barry Steinhart and his staff conduct their business with professionalism, quality, integrity, and compassion.

Graffiti Protective Coatings is extremely flexible and thorough in meeting our everyday needs. They approach each unique and routine issue with extreme poise and get the job done on time meeting or exceeding all of our expectations.

Mr. Steinhart has been called before the Mayor and the City Council several times to be praised for their work and our Chief Administrative Officer credits GPC's performance as one of the factors for the current City's economic success by creating a superior business environment and higher property values. All surrounding cities have either hired GPC or tried to emulate their program.

The City of Bell would not be where it is today if it were not for the contributions from contractors like Graffiti Protective Coatings. Therefore, if there were ever a company that I would recommend for graffiti removal, bus shelter cleaning, and street sweeping, it would be Graffiti Protective Coatings.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS / ADMINISTRATION, PLANNING AND FACILITIES BUREAU

1601 San Francisco Avenue, CA 90813 Phone (562) 570-2719 Fax (562) 570-2792

FACILITIES MANAGEMENT DIVISION


August 7, 2006

Mr. Barry Steinhart
General Manager
Graffiti Protective Coatings
419 N. Larchmonth Blvd., Ste 264
Los Angeles, CA 90004

Dear Mr. Steinhart:

The City of Long Beach began contracting with Graffiti Protective Coatings (GPC) for graffiti removal services on April 19, 2004. From the beginning, GPC has met and exceeded all of our expectations.

As you the know, the differences between a poor and excellent contractor usually comes down to factors such as attitude, commitment to quality, pride, training, discipline, and ethics. You and your employees have demonstrated in abundance all of the aforementioned qualities.

GPC has provided the City with superior customer service, work of excellent quality, and quick response turnaround times for a low cost.

In the future, please feel free to list the City of Long Beach as a reference in your bid proposals. We would be happy to recommend your company to others.

If you have any questions, my point of contact is Gayle Rutten at (562) 570-2718.

Sincerely,

Acting Facilities Management Officer

SJG:GR
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# CITY OF TORRANCE

Department of General Services
Facility Services Division
3031 Torrance Boulevard
Torrance, CA 90503
Phone: 310/618-3000
Fax: 310/618-6201

August 8, 2006

Mr. Barry Steinhart
General Manager
Graffiti Protective Coatings

Dear Mr. Steinhart:

The City of Torrance has contracted with Graffiti Protective Coatings (GPC), as our sole source of graffiti removal service, since July 1, 2002. During this time we have been very pleased with the professionalism exhibited by GPC employees. GPC is very efficient and knowledgeable of their work. GPC has met and continues to meet and exceed our expectations.

As you are aware, a contractor can make or break the success of a graffiti abatement program. I personally am very proud of our graffiti abatement program here in the City of Torrance. Our city appears to be virtually graffiti free, in part, as a result of the efforts of GPC. Not only do you remove reported graffiti incidents issued to you quickly; you also vigorously seek out graffiti in our city and often remove it before we become aware of it. GPC has great response time and generally gives us same day service.

GPC is easy to work with. You are team players that help our program to run smoothly. I especially appreciate the extra effort put forth for our special events and needs that are unique to the City of Torrance. Whether it is our Fourth of July Celebration, Armed Forces Day Parade, Mural, Monument, Tree House, or Weekend Emergency – GPC is always there for us when we need them.

Please feel free to use the City of Torrance as a reference and refer any further questions to me at 310/618-6254.

Sincerely,

Graffiti Abatement Coordinator

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

August 4, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. #264
Los Angeles, CA 90004
Fax (323) 656-3579

***Sent via facsimile, this day***

**Subject: Request For Proposal No. 061184 – Graffiti Abatement**

Dear Mr. Steinhart:

Your firm has been chosen to advance to the next step in the selection of a contractor for graffiti abatement.

Graffiti Protective Coatings, Inc. has been scheduled to attend an interview at **2:00 PM** on **August 10, 2006.** The interview will take place at **the Department of Neighborhood Resources Conference Room** located at **320 North Commerce Park Loop, Sentinel Building, 2nd Floor**. The Evaluation Committee requests that the Contract Representative, Supervisors and individuals the City will have daily contact with be in attendance. Present at the interview from the City will be representatives from the Departments of Neighborhood Resources, Transportation, Parks and Recreation and Procurement.

You will be given one and one half hours to respond to the items below and to questions from the Evaluation Committee. This is the firm's opportunity to present information it considers helpful to the City's evaluation of its proposal. The Evaluation Committee requests that the firm address the following items as well as provide six copies of a written response. You may present additional information relevant to the firm's proposal as well.

1. Identify the individual who will serve as your firm's primary representative for this contract and will interface with the Department of Neighborhood Resources (DNR) management. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
2. Identify the individual who will serve as your firm's primary representative for this contract and will interface daily with the DNR staff. Does this person have 24/7 telephone availability in the event of an emergency? If so, please provide.
3. Does the firm have 24/7 fax and message capability?
4. Does the firm have the capability to add workers as needed? How will the firm add workers?
5. What has been your approach to routing workers and/or batching your work?
6. The City is required to have a signed Right of Entry form for each property. Once the signed form has been received, what will your turn around time for removal be?

7. If your firm were to be asked to secure signed Right of Entry forms, what would your approach to this be?
8. What is the volume of work your firm is currently handling? Provide this information in terms of square feet of graffiti removed, gallons of paint, number of sites and trips, if available.
9. What has been your firm's most significant challenge in the communities in which you have performed services?
10. Priority projects, hate and racial graffiti and elected official directed removals must be responded to quickly. How will you mobilize quickly in response?
11. Corridor sweeps, area sweeps prior to an event and area wide removal prior to police enforcement activities are special projects and mobilizations that may take place. Describe your experience with these and approaches your firm has taken to these projects.
12. Provide a sample of an invoice you propose to present to the City.
13. Provide all inclusive per square foot pricing for each of the RFP document's Price Page scenarios.

Please do not hesitate to contact me with questions at **(520) 791-4400, ext. 131**. I look forward to seeing you on **August 10th.**

Sincerely,

Christina Schipansky
Senior Contract Officer

cc: File No. 061184

GPC
GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

AUGUST 10TH INTERVIEW

**Overview**

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the City into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times, more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency, and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

**Q1: Primary representative for DNR management? 24/7 Access?**

The primary representative will be Barry Steinhart. He is available 24/7 365 days a year.

GPC will dedicate a local Tucson phone number to be permanently direct forwarded to this number (as is the practice used for San Diego and Las Vegas).

**Q2: Primary representative for DNR staff? 24/7 Access?**

The primary representative will be William Suburui. He is available 24/7 365 days a year.

GPC prefers all non-routine or emergency calls be directed to Barry Steinhart. Before starting the contract, William will be given a local Tucson phone number.

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(323) 464-4472
(323) 656-3579

**Q3: 24/7 Fax and message capability?**
GPC has 24/7 fax and message capability. GPC Tucson will have an exclusive live 24 hour answering service that will immediately text graffiti removal requests to William's phone and messages from City staff to both William's and Barry's phone. GPC prefers City staff calls GPC on their direct cell line. GPC staff is always available to the City. GPC Tucson will have a dedicated fax line that will be operational 24 hours per day.

**Q4: Adding additional workers?**
GPC has the capability to add experienced permanent or temporary workers as needed. GPC will send workers from its current pool of staff. GPC currently has enough trained staff to absorb any additional requirements of the City.

**Q5: Routing workers?**
As discussed the in "overview", GPC plans to divide the City into 3 zones. Calls will be routed via cell phone to the staff in that zone within 5 minutes of receiving the request. Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. GPC staff will be proactively patrolling and removing graffiti as it is spotted and will give priority to service calls. All emergency / priority requests can be completed within 1 hour no matter the time.

**Q6: Turn around time?**
Graffiti removal requests made by 2:00 pm will be completed the same day received. Requests received after 2:00 pm will be completed the following morning. All emergency / priority requests can be completed within 1 hour no matter the time.

**Q7: Securing Right of entry forms?**
GPC staff are well-groomed personnel wearing uniforms and all trucks are very professional looking with the company and City name clearly posted on the vehicle. Prior to staring work GPC will obtain from the City a list of all addresses with signed Right to Entry forms. If needed, GPC will copy onto excel format and sort by street name and street number. GPC will print and bind the list, and each truck will have a copy of the booklet. If an address is not on the list, GPC staff will approach the property, identify themselves, explain the Right to Entry form, and obtain the signature. If no signer is available, GPC will leave the form with a standard explanation letter. GPC will provide address and/or fax number to return the Right to Entry from. GPC staff will document process for City staff.

**Q8: What is current volume of work?**
GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. Some municipalities provide GPC paint and GPC does have a an accurate estimate of annual paint used.

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(323) 656-3579
License No. 672447

**Q9: Most Significant challenge?**
The biggest challenge with every new contract is the initial "clean up". This includes but is not limited to catching up on all prior removal requests, removing all existing graffiti throughout the City, taking control of "hot spot" areas, and fixing past removal efforts. Once the "clean up" is complete, all the contracts enter the "maintenance" stage. Barry Steinhart, Mike Kightlinger, and Julio Bonilla (GPC's highest ranking technicians) will each be in one of the three zones for the "clean up" stage. This enables GPC's top personnel an opportunity to learn the City streets, City staff, residents, business owners, and areas of importance. During this period is when GPC key personnel will be working closely with City staff and developing a rapport of trust and confidence.

**Q10: How quick to mobilze?**
GPC has what is called "red" priority calls. These calls include racial/hate graffiti, elected official calls, and directions from our City superiors as "priority". A "red" priority call means the tech stops whatever the current job, and immediately heads to handle the request. Response will be in minutes.

During after hours, at least one GPC employee will always be on call and can pick up a truck at the warehouse and get to the request within 1 hour. GPC is available 24 hours a day, 365 days a year. All the techs and trucks can handle any graffiti request.

**Q11: Special projects approach and experience?**
All municipalities have annual events such as parades, fairs, runs, dedications, elections, and crime sweeps. GPC has handled at least a hundred of these events over the years. GPC either schedules overtime for its staff or rotates in other staff for assistance. Either way, GPC gets the job done. GPC has a 100% success rate in this area.

GPC's biggest annual challenge is the University of Southern California graduation. GPC is responsible for steam cleaning all the University hardscapes each year prior to graduation. Every year GPC utilizes up to 25 trucks and staff via overtime to complete the job. The job takes approximately 800 man-hours to complete. The job is always finished on time and to standards so high that GPC is the only contractor on campus not subject to competitive bidding.

**Q12: Sample Invoice?**
See attachment.

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GPC
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**Q13: Square Foot Pricing?**

Group 1 – Painting

Scenario 1- $0.10 sqft- minimum charge $14.80
Scenario 2 -$0.18 sqft- minimum charge $19.80
Scenario 3- $0.18 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

Group 2 – Media Blasting

Scenario 1- $0.37 sqft- minimum charge $14.80
Scenario 2 -$0.20 sqft- minimum charge $19.80
Scenario 3- $0.37 sqft- minimum charge $19.80
Scenario 4- $8.00 trip charge (sqft N/A)

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**CITY OF xxxxxx - August 2006**

| TYPE | Locations | Sq Ft Over 150($.50/sf) | Cost |
|---|---|---|---|
| Paint | 12 | 150 | 339 |
| Chemical | 2 | | 44 |
| Blast | 4 | | 128 |
| Totals | | | 511 |

| Cost Codes | Code | Cost |
|---|---|---|
| Public-Private/Paint & Additional Color | PP | 22.00 |
| Public-Private/Chemical | PC | 22.00 |
| Public-Private/Water Blast | PW | 32.00 |

| Release Auth. | Day of Month | Address No. | Street Name | Tag Type | ~~Property~~ Surface Type | Sq. Ft. | Method | Code | Cost | Photo # |
|---|---|---|---|---|---|---|---|---|---|---|
| y | 1 | 2309 w | victory | n/a | private | 100 | paint | pp | 22.00 | 1,2 |
| n/a | 1 | 718 e | olive | crew | public | 10 | waterblast | pw | 32.00 | 3 |
| y | 1 | 211 | florence | crew | private | 60 | paint | pp | 22 | 4,25 |
| y | 1 | 557 e | cypress | n/a | private | 80 | paint | pp | 22.00 | 5,6 |
| y | 2 | 612 e | cypress | n/a | private | 150 | paint | pp | 22.00 | 7,8 |
| y | 2 | 2517 w | victory | crew | private | 20 | paint | pp | 22 | 9,26 |
| y | 3 | 400 n | avon | crew | private | 10 | waterblast | pw | 32 | 10,27 |
| y | 3 | 456 | parish | n/a | private | 25 | paint | pp | 22 | 11,12 |
| y | 4 | 234 w | linden | n/a | private | 25 | paint | pp | 22 | 13,14 |
| y | 4 | 1020 n | lake | n/a | private | 200 | paint | pp | 47 | 15,16 |
| y | 7 | 500 n | sixth | gang | private | 200 | paint | pp | 47 | 17,18 |
| y | 7 | 3417 w | alameda | gang | private | 5 | waterblast | pw | 32 | 19,35 |
| y | 8 | 981 | rose | crew | private | 120 | paint | pp | 22 | 20,21 |
| y | 8 | 121 n | parish | crew | private | 200 | paint | pp | 47 | 22,23 |
| y | 9 | 2643 n | brighton | crew | private | 10 | paint | pp | 22.00 | 24,28 |
| y | 9 | 542 n | buena vista | crew | private | 5 | chemical | pc | 22.00 | 29,31 |
| y | 9 | 2305 w | alameda | crew | private | 5 | waterblast | pw | 32.00 | 30,32 |
| n/a | 9 | 261 | pacific | crew | public | 5 | chemical | pc | 22.00 | 33,34 |
| | | | | | | 1230 | | | 511.00 | |

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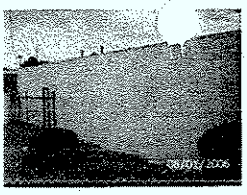
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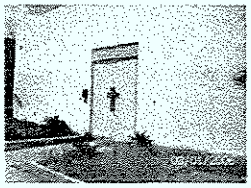
06 Aug 1-9 003

06 Aug 1-9 004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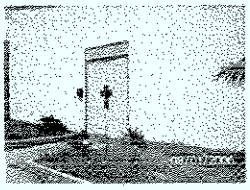
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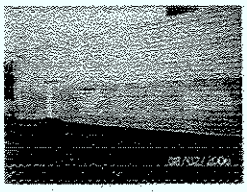
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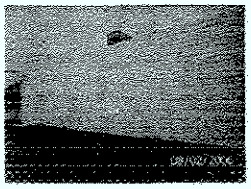
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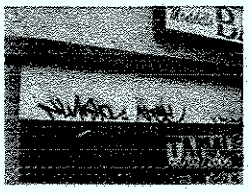
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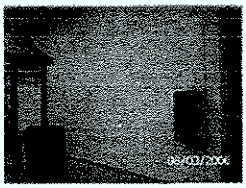
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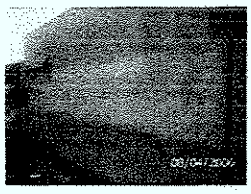
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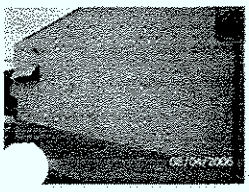
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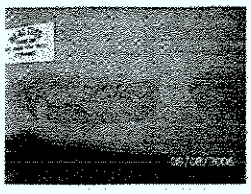
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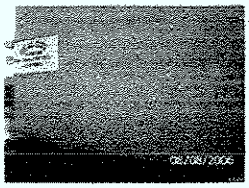
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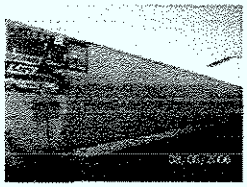
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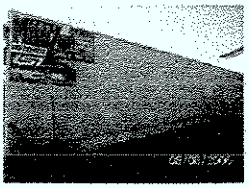
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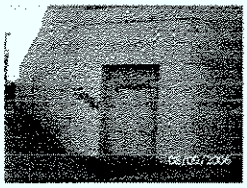
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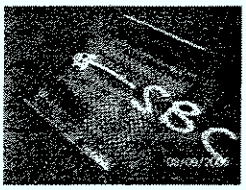
06 Aug 1-9 034

06 Aug 1-9 035

# Invoice

| Invoice Date | INVOICE # |
|---|---|
| 8/9/2006 | 6032-707 |

| INVOICE TO: | JOB LOCATION |
|---|---|
| CITY OF XXXX<br>FINANCIAL SERVICES DEPARTMENT<br>P.O. BOX XXXXXXXX<br>XXXXXXXXXXXXXXXXXXXX | AUGUST 2006<br>CITYWIDE GRAFITTI REMOVAL |

| P.O. NO. | TERMS |
|---|---|
| 98871 | Net 30 |

| Worked Performed | Fee | Total Due |
|---|---|---|
| AUGUST 2006 - CITYWIDE GRAFITTI REMOVAL | | |
| PUBLIC & PRIVATE PROPERTIES | | 0.00 |
| PAINT | 264.00 | 264.00 |
| PAINT OVER 150 FEET | 75.00 | 75.00 |
| CHEMICAL | 44.00 | 44.00 |
| CHEMICAL OVER 150 FEET | 0.00 | 0.00 |
| BLAST | 128.00 | 128.00 |
| BLAST OVER 150 FEET | 0.00 | 0.00 |

Please enter invoice number on check and remit to:
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. #264
Los Angeles, CA 90004

**Total Due:** $511.00

GPC
GRAFFITI PROTECTIVE COATINGS
419 N. Larchmont Blvd.
Number 264
Los Angeles, CA 90004
(323) 464-4472
(323) 656-3579
License No. 672447

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

August 15, 2006

Barry Steinhart, General Manager
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd #264
Los Angeles, CA 90004
Fax: (323) 656-3579

*Sent via facsimile this day*

**Subject: RFP No. 061184 – Graffiti Abatement - Request for Clarification and Additional Information No. 2**

Dear Mr. Steinhart:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 061184 – Graffiti Abatement. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you provide clarification of and additional information about the following:

1. Explain the per square foot pricing and the differences between the per square foot pricing presented for each of the scenarios. Is the per square foot pricing included in the total dollar amount quoted for each scenario?
2. Explain the "minimum charge". When will the minimum charge apply? How is the minimum charge determined? Are there situations in which a minimum charge will not apply?
3. Explain the difference in Scenario 3 pricing between the proposal received in response to the RFP and the answers presented in response to the interview questions.
4. Clarify your understanding of the trip charge. When will it apply? Identify proposed procedures that may keep trip charges to a minimum.
5. Identify all charges that may be applied and clarify when these charges will be applicable.
6. Clarify whether or not charges for work performed as a result of DNR issued work orders will be the same as those that will apply for work performed as a result of the patrol.
7. Confirm your understanding of a DNR issued work order and its priority level in your workload.
8. Do you propose to employ office staff for your Tucson office? Identify the proposed office staff, their proposed working hours and their experience.
9. Per the Scope of Work, Section I. A. 5, the successful contractor may be required to work with community and volunteer groups. Summarize the firm's experience with working with the surrounding community, if any. Specifically, identify any experience working in cooperation with community and neighborhood organizations, volunteers and community service program participants. Clarify whether or not the firm is willing to work with these groups for special efforts and projects as coordinated and managed by DNR.

Please provide a written response to these issues to the City of Tucson, Department of Procurement no later than **Wednesday, August 15, 2006.** You may fax your response to me at (520) 791-4735.

Should you have any questions, please call me at (520) 791-4400 ext. 131.

Sincerely,

Christina Schipansky
Senior Contract Officer

C: File No. 061184

GRAFFITI PROTECTIVE COATINGS

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s Angeles, CA 90004
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x (323) 656-3579
License No. 672447

# FACSIMILE TRANSMISSION

**DATE:** AUGUST 16, 2006

**TIME:** 7:00 **(PST)**

**NUMBER OF PAGES FOLLOWING:** 3

## TO: MS. CHRISTINA SCHIPANSKY

**COMPANY:** CITY OF TUCSON

**FAX NUMBER:** 520.791.4735

**FROM:** BARRY STEINHART (213)591-1153
G P C, INC.

Re: RFP No. 061184- Graffiti Abatement

**Response to August 15th request for clarification and additional Information**

Kindly contact me if you have any additional questions

**FAX NUMBER FOR GRAFFITI PROTECTIVE COATINGS, INC. (323) 656-3579**

GRAFFITI PROTECTIVE COATINGS

RFP NO. 061184- GRAFFITI ABATEMENT

REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION NO. 2

**Q1: Explain per square foot pricing.**
The August 10th response that addressed square foot pricing was a calculation based on dividing "scenario" price by "scenario" square footage.

GPC bases total square footage on only the area that is abated. The square foot pricing varied per each "scenario" due to the varying time and materials needed to complete each "scenario".

The square foot price is not in addition to the minimum charge.

**Q2: Explain "minimum charge".**
A "minimum charge" exists for small jobs. The minimum charge applies when the square footage multiplied by the square foot cost is less than the pre-set minimum charge.

The smallest fee that GPC can charge and still make a profit determines the minimum charge.

The minimum charge does not apply when the cost per square foot multiplied by the square footage to be cleaned exceeds the minimum charge.

**Q3: Explain Scenario 3 pricing.**
The prices in the original RFP were based on "scenario" job cost. The August 10th response was a calculation of dividing "scenario" job cost by "scenario" square feet.

Group 1 Scenario 3
$42.80/240 square feet = $0.1783 per square foot
Rounded to $0.18 per square foot, no minimum charge applies

Group 2 Scenario 3
$88.00/240 square feet = $0.3667 per square foot
Rounded to $0.37 per square foot, no minimum charge applies

Group 2 pricing is higher than Group1 pricing, because cleaning unpainted concrete block is more complex and time consuming than painting.

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**Q4: Clarify trip charge.**
The trip charge will be the fee that GPC charges to respond to a DNR service request in which it is discovered that the graffiti has already been abated. The fee covers GPC's cost to respond, document, and photograph the request. This scenario is the only one where GPC would make use of a trip charge.

As GPC responds to service requests within 24 hours, most same day, the amount of incidences where graffiti is abated prior to GPC arriving will be minimal.

**Q5: Identify all charges.**
GPC has no hidden fees or charges. GPC also has no additional administrative or unanticipated fees or charges. GPC only bills for the actual work performed based upon the pricing schedule agreed upon with the City.

**Q6: Clarify DNR work order costs.**
The cost for a DNR work order is the same as the cost for a removal completed during a patrol.

**Q7: Confirm DNR work order priority level.**
Work orders from the DNR have highest priority. The DNR work orders will take precedence to the patrolled routes. GPC understands that a DNR work order was issued because someone (resident, City staff, business owner, etc.) is concerned with a specific graffiti incident. Having your property vandalized is an unsettling event and many people feel violated by this act. GPC wants to make getting tagged an insignificant event by fast, courteous, and professional removal. Therefore, upon receiving a work order, GPC techs will immediately schedule and complete the work orders. All other work spotted on the route will be noted by the GPC techs and completed after all work orders have been finished.

The only exception is when the tech arrives at a work order and finds adjacent properties tagged. In this scenario, the tech will clean the entire immediate area.

**Q8: Identify office staff.**
GPC will assign Sandy Corbett to the Tucson office. Sandy has 5 years with GPC and 23 years total experience as an office manager. GPC utilizes a service called "Go To My PC" where the main computer can be accessed from other computers. Through "Go To My PC", e-mails, and faxes, GPC office staff can operate seamlessly from any location.

GPC has learned that the City is in the process of setting up and creating new procedures and systems to organize and manage their graffiti program. On account of this, Sandy will work closely with DNR staff in organizing, streamlining, and documenting the graffiti program. GPC feels that Sandy's expertise will be invaluable to the City. Sandy has expressed a strong desire to relocate to Tucson and since GPC can utilize Sandy just as efficiently out of Tucson as Los Angeles, GPC will give strong consideration to keeping Sandy in Tucson on a permanent basis.

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License No. 672447

Regular office staff hours will be 8 am to 4 pm, Monday to Friday. City staff will have the direct line for Sandy, as she is available to the City after normal business hours.

**Q9: Working with volunteers and community groups.**
In every city there is always a group of highly active people in the community. Since these are the people that often attend council meetings, communicate with City staff on a regular basis, and can have the greatest impact on public perception, GPC works very hard to satisfy these people.

GPC has been diligent at attending and participating in neighborhood clean-ups. From Long Beach to Las Vegas, participation in cleanups is vital for community goodwill. GPC's approach at all these events is to allow the organizers to use GPC as a vital tool in their clean-up goal. GPC techs are always the first volunteers to arrive and the last to finish working. GPC always lets the organizers be the "generals" and lead the event, while GPC techs act in the capacity of their most loyal "soldiers".

GPC cannot use "sentenced" workers in our trucks for any occasion. Besides liability and quality issues, lack of experience and attitude problems are demoralizing and frustrating for GPC techs. However, GPC has no problem participating in an event that uses such workers.

The City can count on GPC to volunteer, cooperate, and participate in any and all events sponsored by the DNR. In fact GPC staff often assist their customers in non-graffiti related events helping with set-up, staffing, and clean up. The City will see that GPC cares about the community and is always available for DNR staff.

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B

# Group 2- Media Blasting

## Method of Approach

### Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Tucson (City) to control this problem. Graffiti Protective Coatings, Inc. (GPC) specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program *each and every truck and technician is fully equipped and trained to remove all graffiti.*

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites are removed no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc.

GPC is planning to divide the city into three geographic zones if approved by the Department of Neighborhood Resources program manager (DNR). Each Zone will have its own truck and crew specializing in that area. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their zone creating higher quality.

GPC's average rate of removal will be in excess of the minimum 90 square feet per hour requested in the RFP. GPC has thoroughly reviewed the RFP and will comply with all provisions as called for in the "Scope of Work" section.

### Equipment

GPC will provide a minimum of 4 rigs *exclusively* for the City. Three trucks will be used for the three zones and the fourth truck will be a project manager's truck and will also be used as a back up. The trucks will be a mix of new or late model long bed 3/4-ton pick-ups and 12 foot 1 ton stakebed trucks. All trucks are fully equipped and self contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting.

GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Trucks possess spray bottles, abrasive and non-abrasive sponges, towels, bags of baking soda, baking soda blasting attachment for wet blasting, plastic sheeting, 4 sizes of pressure washer tips, 100 extra feet of pressure washer hose, 3 different graffiti removers, blue painter's tape, razor blades, spray gun and wand, and quick connectors.

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Mounted on the trucks are dual strobe lights. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs.

**Truck Identification**
All GPC trucks will have the permanent vinyl GPC logos on the doors with the local Tucson phone number. Backs of the trucks will have permanent reflective decals stating " MANY STOPS DO NOT FOLLOW". Since the trucks will be exclusively used for the City, GPC will place permanent 8-inch vinyl logos "Under Contract with the City of Tucson" on driver and passenger doors under the GPC logo (Magnets will not last). If the vehicles are ever temporarily used for purposes other than for the City, "City of Tucson" will be covered with blue painter's tape.

**Photo Equipment**
GPC currently utilizes and documents graffiti removal for some of its clients. GPC uses digital 3.2 megapixel Kodak cameras that provide photo numbers as well as a date and time stamps. The memory card used is a 512 mb Sandisk. At the end of the month or just prior to the memory card filling up (whichever comes first), the memory card is downloaded to a CD-R disk. The memory card is then deleted and reused.

Each month GPC provides the City billing as well as an excel spreadsheet of all work completed during that month. The spreadsheets provide several columns of data such as address, method, cost, etc. One of the columns is labeled "Photograph Numbers", which will have the corresponding before and after photograph numbers for that location. In addition to e-mailing the photographs to the City, GPC also provides a labeled CD of the photographs as well as thumbnail color printout of all photos taken that month (35 pictures per page). All photo information is easy to file and the currently used GPC photo program makes referencing and accessing photos very easy.

GPC's experiences with digital cameras have put the average lifespan of a heavily used digital camera at approximately one year. Therefore GPC keeps a spare camera in each truck that is Sandisk memory card compliant.

**Size of Graffiti In Photos**
GPC will utilize a red yardstick that it will place in all photos for reference.

**Address Documentation**
As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

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Sample Spreadsheet Set-up

| Date | Address | Method | Square Ft. | Tag Type | Prop Type | Cost | Photo # |
|---|---|---|---|---|---|---|---|
| 07-01-06 | 123 Main | Paint | 20 | Crew | City | $20 | 16, 17 |

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

**Method Determination**

On most all previously painted surfaces (with the exception of *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces) the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9"roller will be used.

**Methods**

Preparation (prep), which includes adjacent surface protection, are vital in professional removal and will be discussed in the subsequent headings.

It is important to note that GPC uses only quality name brand paint to prevent color fading, obtain better coverage, and prevent adhesion problems. All 32 colors in every truck are the same and do not change. Therefore future touch-ups are always perfect and trucks can be interchangeable.

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**Preparation**
Before the touch-up paint can be applied, the surface must be clean (GPC has pressure washers on each truck). A scraper will be used to remove loose or flaking paint. Finally if the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface

**Adjacent Surfaces Protection**
GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC techs will try to locate the vehicle owner(s) so that it will be moved, come back later in the day, reschedule with permission from the DNR, or cover the vehicle(s) with plastic sheeting. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape is in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians. During the past 16 years GPC personnel have removed millions of tags with not one claim of overspray, injury, or any other complication for any of our clients.

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**Address Documentation**
As mentioned in the photo equipment section, GPC will provide the City an excel spreadsheet for each billable month. The columns on the spreadsheet are as follows: Date, Address, Method, Square Footage, Tag Type, Property Type, Cost, Photograph Numbers.

Sample Spreadsheet Set-up

| Date | Address | Method | Square Ft. | Tag Type | Prop Type | Cost | Photo # |
|---|---|---|---|---|---|---|---|
| 07-01-06 | 123 Main | Blast | 20 | Crew | City | $20 | 16, 17 |

To view the *address of a particular photograph*, simply cross-reference that month's spreadsheet. Note that all photos are time and date stamped.

To view the *photograph of a particular address*, simply cross-reference the thumbnail photo printouts for that month or the photo summary sent via e-mail.

**Method Determination**
Professional graffiti removal on unpainted surfaces calls for complete graffiti removal with minimal or no damage to the underlying surface. Since surfaces and types of "tags" vary, it is vital for the graffiti removal professional to have an array of products and equipment to best eradicate the graffiti.

GPC techs follow a process utilizing various methods and products. First, the tech will attempt to remove the graffiti with simply hot water (180 degrees). This straightforward "steam cleaning" method removes many types of graffiti from various surfaces with absolutely no damage to the underlying surface. This method also preps the surface for GPC's variety of environmentally friendly biodegradable removal products. Graffiti removers are designed for different surfaces (porous, non-porous, delicate). Upon completion of the graffiti remover treatment, 95% of all tags will have been removed. Once again no damage will have been caused to the underlying surface. For the remaining 5% of tags that do not completely respond to this process, baking soda blasting is used. Baking soda is the most abrasive method besides silica sand, however our techs will utilize their skills to limit surface damage.

## Qualifications and Experience

**History of the Firm**
Graffiti Protective Coatings, Inc. (GPC) was based on an award winning business plan at the University of Southern California in 1990 that relied on a formula of constant research and development in techniques, equipment, and products; a highly skilled well paid labor force of problem solving, ever improving, self motivated individuals; and the use of multiple satellite locations. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow. Lastly, multiple localized warehouses have created tremendous efficiencies.

GPC has over 600 public and private clients and presently cleans over 300,000 locations and 10,000,000 square feet of graffiti annually. GPC ownership also own American Graffiti, Inc., Nevada's largest graffiti removal contractor. Combined contracts of the companies exceed $3,000,000 annually. More importantly, GPC has never had a contract terminated or failed to successfully complete a contract.

GPC has three types of clients. These include municipalities such as cities of Torrance, Long Beach, and Burbank; government agencies such as the Department of Motor Vehicles, Natural History Museum, and Los Angeles Unified School District.; and private customers such as Disney, Citigroup, and the University of Southern California.

GPC can remove graffiti from ***any surface*** leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to emergency service requests, proactive zero-tolerance patrols, and **always** exceeding the specifications of the scope of work.

**Key Personnel**
Key personnel for this proposal are Barry Steinhart, Mike Kightlinger, and Carla Lenhoff

**-Barry Steinhart**
Barry Steinhart has 16 years experience in graffiti removal and has a degree from the University of Southern California. He was instrumental in the development of many of GPC's graffiti removal techniques, pioneered the use of sacrificial anti-graffiti coatings, and developed the company's zero-tolerance graffiti program. He created a simple system of field color matching and the 98% minimum color match program. Barry will be directly involved with all facets of this contract and will relocate to Tucson for its set-up and implementation. The level of service and quality of work performed under Barry's leadership is outstanding. Barry works very hard to be responsive, consistent, detailed, professional, and exceptional. His history is verifiable and irrefutable and always wishes to be judged more by his actions over GPC's 16 year history of successful projects verified through references rather than by words on a piece of paper.

**-Mike Kightlinger**
Mike Kightlinger has 11 years experience in graffiti removal and has a degree from the University of Colorado. He improved Barry's non-abrasive blasting system techniques, helping to create GPC exclusive sodium bicarbonate (baking soda) attachments. He successfully organized and directed a 72 hour, 18 truck effort to remove graffiti from 73 linear miles of heavy graffiti. Mike specializes in large scale, high difficulty projects. His extensive experience also includes the knowledge and skill to completely rebuild pressure-washing equipment. With parts readily available, equipment downtime is not a factor for GPC. Mike is highly motivated, obsessed with quality, and has a reputation as being tireless.

**-Carla Lenhoff**
Carla is the President of the company with 14 years experience in the graffiti removal industry. Carla has a degree from the University of Texas. Carla created the company's culture of unprecedented customer service, which she brought with her after serving as store director of Escada Corporation in Beverly Hills. Carla makes all new hires seeking people that possess the "intangibles". GPC has experienced consistent growth under her leadership, amassing diversified and loyal clientele. Carla will insure that all administrative tasks relating to this contract are seamlessly fulfilled.

**Training**
GPC offers employee's good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes. During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has a flawless safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

**References**
CITY OF BELL

6330 PINE AVE.
BELL, CA 90201

CITY OF TORRANCE

20500 MADRONA
TORRANCE, CA 90503

CITY OF LONG BEACH

1601 SAN FRANCISCO AVENUE
LONG BEACH, CA 90813

UNIVERSITY OF SOUTHERN CALIFORNIA

941 W 35TH STREET
LOS ANGELES, CA 90089-0631

**Subcontractors**
Subcontractors, prison labor, or juvenile detention labor will not be used.

**Emergency Responses**
GPC has a proven 16 year history of providing 24 hour 7 day a week service. GPC understands priorities and meeting all the request of its customers no matter what the day or hour. The City will have direct cell phone lines to the project manager, the assistant project manager, the President of GPC, as well as the 24-hour answering service that will be linked to the local office. GPC guarantees a 1-hour or less response to all emergency requests.

**Local office**
Upon award notification, GPC will open an Arizona office in central Tucson with local phone and fax lines. Just like clients in Nevada benefit from their local office in Las Vegas with the backing of a strong corporate office, the same would hold true for the Tucson office. Staff, trucks, and equipment will be based in Tucson. With GPC, the City benefits from its ability to do business with one of the finest and largest professional graffiti removal companies in the country. GPC's proven history will provide the City the knowledge and comfort that the resources of fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

It should be noted, GPC attended the prebid conference and the ride along with the current contractor. Currently, for GPC staff in the city of Pomona to drive to the city of Torrance in Los Angeles County it takes 2 to 2.5 hours (no flights available). Tucson is 2 hours from Los Angeles and 1 hour from Las Vegas. So whether its Torrance or Tucson, the City should be confident that GPC would significantly improve the City's appearance with our high quality work, proven zero-tolerance approach, 24-hour response to standard requests, and 1 hour or less response to emergency requests.

# CITY OF TUCSON

## NOTICE OF REQUEST FOR PROPOSAL

| | |
|---|---|
| **REQUEST FOR PROPOSAL NUMBER:** | **061184** |
| **MATERIAL OR SERVICE:** | **GRAFFITI ABATEMENT** |
| **PROPOSAL DUE DATE:** | **JUNE 23, 2006, AT 4:00 P.M. LOCAL AZ TIME** |
| **PROPOSAL SUBMITTAL LOCATION:** | **DEPARTMENT OF PROCUREMENT**<br>**255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701** |
| **PRE-PROPOSAL CONFERENCE DATE:** | **JUNE 13, 2006** |
| **TIME:** | **2:30 P.M., LOCAL AZ TIME** |
| **LOCATION:** | **CITY HALL, ATTORNEY'S CONFERENCE ROOM**<br>**255 W. ALAMEDA, 7TH FLOOR**<br>**TUCSON, AZ** |

This solicitation and possible future amendments may be obtained from our Internet site at: www.cityoftucson.org/procure by selecting the Bid Opportunities link and the associated solicitation number.

Internet access is available at all Tucson - Pima Public Libraries. Any interested offerors without Internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, AZ.

The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

If you experience any problems receiving this Request for Proposal, please call (520) 791-4217 or (520) 791-4704.

CS/sd

# CITY OF TUCSON

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| **CONTRACT OFFICER:** | **CHRISTINA SCHIPANSKY** |
| **TELEPHONE NUMBER:** | **(520) 791-4400 EXT. 131**<br>**CHRISTINA.SCHIPANSKY@TUCSONAZ.GOV** |

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also be downloaded from the City of Tucson Procurement Department Internet site at: www.cityoftucson.org/procure by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

CS/sd

PUBLISH DATE: JUNE 2, 2006

# INTRODUCTION

The City of Tucson is seeking proposals from qualified firms for graffiti abatement services for the Department of Neighborhood Resources.

Work shall be performed at a variety of locations within the City limits. Locations shall include, but not be limited to, City-owned property, privately owned property for which permission to enter has been obtained and property owned by other government agencies.

The Department of Neighborhood Resources (DNR) will conduct a quarterly review of contract performance for the first term of the contract, at a minimum. Modifications to the Scope of Work agreed upon by the City and the Contractor may be made following the quarterly review.

Graffiti removal methods may include painting, abrasive removal techniques and other methods proposed by the Contractor and approved by the City. Graffiti removal methods shall not harm, deface or mark the surface.

The successful Contractor(s) shall undergo a training period at the inception of the contract term. The successful Contractor(s) will shadow the current Contractor for a period to be mutually agreed upon by the DNR Program Manager, successful Contractor(s) and the current Contractor.

The City requires a minimum graffiti abatement rate of sixty-five (65) to ninety (90) square feet per hour.

[illegible] months of graffiti abatement activity history is provided in Attachment B. This information is provided for information[illegible]rmational purposes only and is not a guarantee of volume of service.

Award shall be made to the offeror whose proposal is deemed to be most advantageous to the City. This contract shall be awarded by group: Group I – Painting and Group 2 - Media Blasting. Offerors may submit a proposal for one group or both groups. Additionally, this contract shall be awarded by position. The most offeror whose proposal is deemed to be most advantageous for each Group will be position one and the second most advantageous offeror for each Group will be position two. Work under this contract will be completed by the Contractor in position one unless a conflict in scheduling exists in which case work will be assigned to the Contractor in position two.

# SCOPE OF WORK

## I. CONTRACTOR'S RESPONSIBILITIES – GROUPS 1 AND 2

### A. Work Assignments

1. The Contractor shall contact the DNR Program Manager one time per day, five days per week (Monday through Friday) at a mutually agreed upon time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders will be assigned on Friday.
2. The Contractor shall receive work orders from the DNR Program Manager via electronic mail or facsimile, as agreed upon by the DNR Program Manager and the Contractor.
3. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of removal that will maintain the integrity of the surface.
4. The Contractor shall provide services within twenty-four (24) hours of issuance of work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the DNR Program Manager with the status of the site prior to the end of the twenty-four (24) hour timeline.

5. Work may be assigned as a targeted area graffiti removal. As directed by the DNR Program Manager, the Contractor shall be assigned to scheduled visits to specified sites, neighborhoods or corridors. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the DNR Program Manager.
6. The Contractor shall meet with the DNR Program Manager one time per week at a mutually agreed upon time to discuss program status and issues.
7. The DNR Program manager or the Tucson Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response sites will have first priority and may require abatement on the same day. During emergency abatements, additional work orders may be assigned to the Contractor in second position.
8. The Contractor shall deliver completed work orders to the DNR Program Manager via electronic mail, facsimile, mail or in person on or prior to the first working day of the month following the assignment of the work order. Accommodations for special projects may be made.
9. The Contractor shall send one crew to each job site. Additional crews may be assigned to a work site only with prior written approval from the DNR Program Manager. In the event of an emergency designated by the DNR Program Manager, the DNR Program Manager may verbally authorize the use of more than one crew at any one site.
10. Work on private property shall not be performed without a Consent Form signed by the owner unless authorized by the DNR Program manager. A sample of the Consent Form is provided as Attachment A. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the DNR Program Manager on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.
11. In the event that the Contractor identifies graffiti in close proximity to the site designated on the work order or in the targeted area graffiti removal boundaries, the Contractor shall attempt to contact the DNR Program Manager for abatement approval. In the event that the Contractor is unable to reach the DNR Program Manager, the Contractor shall abate the graffiti and submit documentation and an invoice for the work as if in possession of a work order.

**B. Description of Work**

1. The method of removal shall not leave shadows or ghosts and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed.
2. Unless otherwise approved by the DNR Program Manager, graffiti shall be removed so that the area surrounding it constitutes a box, circle or other geometric shape to minimize the appearance of shadows or ghosts.
3. The Contractor shall protect the surfaces adjacent to the area to be abated.
4. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The DNR Program Manager shall determine whether or not an entire surface will be abated on a case by case basis.
5. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the DNR Program Manager and submit photos of the abated location. The Contractor may assess a trip charge for sites that have been abated prior to the Contractor's arrival.
6. The Contractor shall ensure protection of the work area at all times including, but not limited to:
   a. Barricading the area of work at distances, so as not to allow persons who are not involved with the abatement into the area.
   b. Barricading area for work performed within the public right-of-way.
   c. Using warning signs and sidewalk and street cones to inform the public of work being conducted.
   d. Immediately correcting damages to the work site.
   e. Leaving work in undamaged condition.
   f. Providing signs to protect the finishes and the public.

7. The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.
8. The Contractor shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Material rinse residue shall be collected and disposed of appropriately.
9. The Contractor is responsible for obtaining and purchasing any water necessary for abatement. Water is available at fire hydrants throughout the City. The Contractor is responsible for obtaining all necessary permits, fittings and water meters that may be required by the City.

**C. Photographic Documentation of Work**

1. The Contractor shall produce photographs of the location before work is performed and after work has been completed. Photographs shall be electronically labeled with the date the photos are taken.
2. Photographs shall document the size of the area of graffiti to be abated. Photographs shall also document the address of the location of the graffiti.
3. Photographs may be submitted to the DNR Program manager in one of two forms:
   a. Via electronic mail
   b. Hard copies secured to a hardback surface and labeled with the work order information.

**D. Personnel**

1. Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from the DNR Program Manager.
2. Contractor shall make the designated representative available to accompany the City Representative to inspect sites and/or work upon twenty-four (24) hours notice.
3. An alternate representative shall also be available within the Tucson metropolitan area in the event that the primary representative is unreachable in the event of an emergency.
4. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
5. The Contractor's crews shall be in possession of a copy of the resulting contract and the MSDS for each product used in the performance of work at all times.
6. Any person assigned to this contract found to be in possession of and / or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
7. Personnel employed by the Contractor shall be screened and are not to perform services under the contract without prior approval from the Contract Representative. All employees performing services must undergo a criminal background investigation prior to performing services under this contract.

**E. Equipment**

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number in print no less than eight (8) inches tall.
2. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services with the exception of paint that may be provided by the City.
4. The City may make storage space for the Contractor's vehicles, materials, supplies and equipment available.

**F. Compliance with Applicable Laws and Regulations**

1. Contractor shall perform all requirements under this contract in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

**G. Use of Products**

1. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
2. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.

**H. Protection of the Public and Damages to Existing Structures**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.
3. The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

**I. Invoices**

1. All invoices for work performed under this contract shall be submitted electronically in an Excel 2003 format or other format approved by the DNR Program Manager.
2. The invoice shall include the following:
   a. Contract number
   b. Purchase order number
   c. Contractor's invoice number
   d. Abatement site address
   e. Work order number
   f. "Before" and "after" photographs
   g. Beginning and ending dates for services
   h. Arrival and departure times for services
   i. Beginning and ending mileage for travel to the site
   j. Square footage removed for each method of removal
   k. Total square footage removed
   l. Number of gallons of removal product used per abatement
   m. Unit cost, subtotals and total for invoice

## ADDITIONAL SPECIFICATIONS – GROUP 1 – PAINTING

1. Subject to availability, the City will provide the Contractor with colors of paint for use on City property as defined by the DNR Program Manager.

2. The Contractor shall reasonably match existing painted surfaces using an approved paint palette provided by the DNR Program Manager. In the event that a private property owner provides matching paint, the Contractor shall use the paint provided by the property owner at the owner's property.
3. The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick or concrete block unless painting is specifically requested by the property owner or DNR Program Manager. These specific requests shall be noted on the work order for the site.

## III. ADDITIONAL SPECIFICATIONS – GROUP 2 – MEDIA BLASTING

1. All chemical graffiti removal products shall be biodegradable and environmentally safe.
2. The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.
3. Should one location require more than one removal technique and the total square footage of the abatement does not exceed one hundred (100) feet, the City shall not be charged the minimum charge for both techniques. The Contractor may charge the average of the minimum charges for the techniques used.
4. Should one location require more than one removal technique with one technique exceeding one hundred (100) square feet and the other not exceeding one hundred (100) square feet, the Contractor shall charge the per square foot rate for each technique. The Contractor shall not charge two minimum charges for any one location.

# INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
**City:** The City of Tucson, Arizona
**Contract:** The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
**Contractor/Consultant:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
**Contract Representative:** The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
**Director of Procurement:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
**May:** Indicates something that is not mandatory but permissible.
**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.
**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. The Offer and Acceptance form, the Price Page and any solicitation amendments must be signed and returned with the proposal.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: An original and 4 copies (5 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

**EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
   C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
   D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

**WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL"

with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at www.cityoftucson.org/procure by clicking on Vendor Services.

21. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

**AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at www.cityoftucson.org/procure upon issuance of a Notice of Intent to Award or upon final contract execution.

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

# PROPOSAL EVALUATION REQUIREMENTS

I. **PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

II. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

## GROUP 1 – PAINTING

### A. Method of Approach

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
   a. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
   a. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

### B. Qualifications & Experience

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

### C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.

3. a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO
   b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) $_____

## GROUP 2 – MEDIA BLASTING

**A. Method of Approach**

1. Describe in detail the equipment proposed to be used in the performance of this contract including, but not limited to, vehicles, spraying equipment, compressors, etc.
2. Describe the manner in which your firm will identify that it is under contract with the City to perform services on its vehicles. Describe the media to be used to identify and how it will be removed from the vehicles and stored when the vehicles are not performing services for the City.
3. Describe in detail the firm's photo equipment. Describe the firm's back up plan should photo equipment fail. Describe the manner in which you will deliver photographs to the DNR Program Manager.
4. Describe the manner in which you will show the size of the area of graffiti in photographs, as required in the Scope of Work.
5. Describe the manner in which you will document the address of the graffiti in photographs, as required in the Scope of Work.
6. Describe in detail your process for determining the appropriate graffiti removal method at each site.
7. Describe in detail your methods for removing graffiti from the following surfaces:
   a. Unpainted slump stone
   b. Unpainted concrete block
   c. Unpainted wood
   d. Previously painted surfaces
8. Describe your methods for preparing the following surfaces for appropriate abatement:
   a. Unpainted slump stone
   b. Unpainted concrete block
   c. Unpainted wood
   d. Previously painted surfaces
9. Describe the manner in which you will protect surfaces adjacent to the abatement area.

**D. Qualifications & Experience**

1. Provide a brief history of the firm.
2. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
3. Describe the training employees receive before beginning graffiti abatement work.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.
5. If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.
6. Provide evidence that supports that after normal business hours (8:00 AM – 5:00 PM) emergency responses can be met.

**E. Price Proposal**

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____1_%, if payment is made within ____10__ days.
   a. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? NO

   b. Convenience Fee (if allowable, per Section 5.2.E of the Visa Operating Regulations) $_____

## III. GENERAL

### A. Shortlist:

The City reserves the right to shortlist the offerors on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

### B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

### C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

### D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

### E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

## MWBE PROVISIONS

**THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.**

1. **PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**

2. **PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeror shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF EOO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeror must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at 791-4593 to apply for approval as an MBE/WBE Joint Venture.

**DEFINITIONS**

**Certified MBE or WBE** - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) – the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

**Commercially Useful Function** - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

**Eligible Contract Relative to General Procurement of Goods, Services and Materials** - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars ($250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

**Joint Venture** - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

**Minority Business Enterprise (MBE)** - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

**Woman-owned Business Enterprise (WBE)** - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

4. **APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars ($150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars ($150,000) and ranging up to two hundred fifty thousand dollars ($250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

   **NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQULA OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.**

# SPECIAL TERMS AND CONDITIONS

1. **INSURANCE:** The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable.

| Coverage Afforded | Limits of Liability |
|---|---|
| Worker's Compensation<br>Employer's Liability | Statute<br>$100,000 |
| Comprehensive General Liability Insurance Including:<br>(1) Products & Completed Operations<br>(2) Blanket Contractual | $1,000,000 Bodily Injury Combined Single Limit<br>$100,000 Property Damage |
| Comprehensive Automobile Liability Insurance Including:<br>(1) Non-Owned<br>(2) Leased<br>(3) Hired Vehicles | $1,000,000 Bodily Injury Combined Single Limit<br>$100,000 Property Damage |

   Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

2. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. Attachment C lists the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

The successful Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

# STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

**CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

9. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.

10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

13. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

14. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term

"Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this 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 modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

15. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

16. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

17. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

18. **INDEPENDENT CONTRACTOR:** It is understood that each party shall 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 party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

19. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

20. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

21. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

22. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

24. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

25. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

26. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

27. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

28. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

29. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

30. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

31. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

32. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

33. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

34. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

35. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor

were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

36. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

37. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

    In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

    The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

    In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

    The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

    Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

38. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

39. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

# ATTACHMENT A

CITY OF TUCSON

## RIGHT OF ENTRY

City of Tucson
Department of Neighborhood Resources
P.O. Box 27210
Tucson, AZ 85726-7210

Gentlemen:

Permission is hereby granted for **CITY OF TUCSON** employees or their agents to enter upon my/our land described as follows:

**Property Identified as:** _____

for the purpose of graffiti abatement.

This permission may be revoked upon 90 days written notice to the City of Tucson.

DATED THIS ____ day of _____, 200___.

_____ _____
Owner

# ATTACHMENT B

| Month | Tag Type | | # Sites | Property Type | | Paint/Blast | |
|---|---|---|---|---|---|---|---|
| JULY | R/H | 6 | 733 | C | 282 | P | 483 |
| | C/G | 241 | | R | 260 | B | 250 |
| | Crew | 497 | | B | 187 | | |
| AUGUST | R/H | 12 | 632 | C | 268 | P | 386 |
| | C/G | 139 | | R | 190 | B | 246 |
| | Crew | 494 | | B | 177 | | |
| SEPT. | R/H | 7 | 571 | C | 213 | P | 384 |
| | C/G | 173 | | R | 181 | B | 187 |
| | Crew | 406 | | B | 199 | | |
| OCT. | R/H | 9 | 596 | C | 224 | P | 410 |
| | C/G | 101 | | R | 187 | B | 186 |
| | Crew | 521 | | B | 190 | | |
| NOV. | R/H | 40 | 588 | C | 239 | P | 362 |
| | C/G | 134 | | R | 191 | B | 226 |
| | Crew | 465 | | B | 205 | | |
| DEC. | R/H | 28 | 703 | C | 322 | P | 470 |
| | C/G | 172 | | R | 224 | B | 233 |
| | Crew | 525 | | B | 179 | | |

R/H = racial/hate
C/G =cluster/gang
Crew = many taggers

C = City
R = Residential
B = Business

P = Paint
B = Blast

# ATTACHMENT C

## *"PROCUREMENT UNITS" ENTERED INTO COOPERATIVE PURCHASE AGREEMENTS WITH THE CITY OF TUCSON*

| | |
|---|---|
| Amphitheater Unified School District #10 | Tucson Unified School District |
| Arizona Supreme Court – Administration Office of the Courts | University of Arizona (ABOR) |
| Benson, City of | Vail School District |
| Bullhead City, City of | Valley Union High School #22 (Santa Cruz Valley Union High School) |
| Buckeye, Town of | Yavapai, County of |
| Catalina Foothills School District | Yuma, City of |
| Casa Grande Elementary School District #4 | Yuma School District #1 |
| Chandler, City of | |
| Cochise, County of | |
| Coconino County | |
| Coolidge Unified School District #21 | |
| Douglas Unified School District #27 | |
| Flagstaff Unified School District #1 | |
| Hassan Preparatory & Leadership School | |
| Indian Oasis-Baboquivari U.S.D. #40 | |
| Lake Havasu City, Department of Public Works | |
| Marana Unified School District #6 | |
| Marana, Town of | |
| Maricopa County, Materials Management | |
| Metropolitan Water District of Southern California | |
| Mohave County | |
| Navajo County | |
| Nogales Unified School District #1 | |
| Northwest Fire District | |
| Oro Valley, Town of | |
| Papago Tribal Utility Authority aka Tohono O'Odham Utility Authority | |
| Pima Community College | |
| Pima County | |
| Pinal County | |
| Queen Creek, Town of | |
| Rhode Island Airport Corporation | |
| Sahuarita Unified School District | |
| Sahuarita, Town of | |
| Saint David Unified School District | |
| Santa Cruz County | |
| Scottsdale, City of | |
| Sierra Vista, City of | |
| South Tucson, City of | |
| Sunnyside Unified School District | |
| Tanque Verde Unified School District | |
| Thatcher, Town of | |
| Tucson Airport Authority | |
| Tucson Medical Center | |

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 791-4400 EXT. 131
ISSUE DATE: JUNE 6, 2007

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 Of 1
CONTRACT OFFICER: CHRISTINA SCHIPANSKY, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

Pursuant to Contract No. 061184 - Graffiti Abatement, Special Terms and Conditions Section 2, the City is hereby exercising its option to renew the contract for the period of September 1, 2007 through August 31, 2008.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature 6-14-07 Date

CARLA LENHOFF PRES.
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd., #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 25th DAY OF June, 2007, AT TUCSON, ARIZONA.

for Kathleen Bender
Mark A. Neihart, C.P.M., CPPB, CPM
As Director of Procurement and not personally

# CONTRACT AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4119
ISSUE DATE: AUGUST 15, 2008

**CONTRACT NO.: 061184**
CONTRACT AMENDMENT NO.: TWO (2)

SD
CONTRACT OFFICER: DAMIAN BONURA

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GRAFITTI ABATEMENT

Pursuant to the contract #061184, Graffiti Abatement, Special Terms and Conditions, Section 2, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for the period of **September 1, 2008 through August 31, 2009**.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature 9/20/08 Date

CARLA LENHOFF President
Typed Name and Title

Graffiti Protective Coatings
Company Name

419 N. Larchmont Blvd. #264
Address

Los Angeles, CA 90004
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 11th DAY OF September, 2008, AT TUCSON, ARIZONA.

for Kathleen Benedy
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4119
ISSUE DATE: MARCH 23, 2009

CONTRACT NO.: 061184
CONTRACT AMENDMENT NO: THREE (3)

SD
CONTRACT OFFICER: DAMIAN BONURA

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

**ITEM #1**
Pursuant to the contract no. 061184, Graffiti Abatement, Special Terms and Conditions, Section 2, Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for the period of **September 1, 2009 through August 31, 2010.**

**ITEM #2:**
**Effective April 1, 2009 through August 31, 2010 the following scope and compensation will apply:**

- GPC will provide *minimums* of five trucks daily, six days per week service, ten working hours per day (inclement weather excluded).
- Service requests will be completed within 48 hours of notification with at least 95% completed within 24 hours.

Included: All commercial and residential properties, alleys, signs, light poles, telephone poles, trash bins, sidewalks, curbs, utility boxes, asphalt, private containers, roofs, barricades, rocks, boulders, bike paths, easements, culverts, k-rails, trees, retainer walls, mailboxes, and up to 10,000 square feet of washes per month.

Excluded: Construction sites, billboards, advertisements, vehicles, construction equipment, construction dumpsters and containers, adobe structures, parks, schools, murals, interiors of structures, ADOT property, surfaces above two levels, private property not clearly visible by public right of way (example: interior backyard fence of private residence), and locations with no access (example: wall behind locked gates with "No Trespass" signs present).

**Monthly fee for these services shall not exceed $60,000.**

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

3/25/09
Signature Date

CARLA LENHOFF PRES.
Typed Name and Title

Graffiti Protective Coatings, Inc.
Company Name

515 E. Grant Rd., Suite 141, PMB 221
Address

Tucson, AZ 85705
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 24th DAY OF March, 2009, AT TUCSON, ARIZONA.

for Kathleen Bender
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
as Director of Procurement and not personally

# CONTRACT AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4125/FAX: (520) 791-4735

**CONTRACT NO.: 061184**
CONTRACT AMENDMENT NO: Four (4)

DL/car
SENIOR CONTRACT OFFICER: Dan Longanecker, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

## GRAFFITI ABATEMENT

### ITEM ONE (1): ANNUAL RENEWAL:

In accordance with Special Terms and Conditions, Number 2: Term and Renewal, the City of Tucson is renewing contract **061084** for an additional one-year period from **September 1, 2010 through August 31, 2011**.

### ITEM TWO (2): SCOPE OF WORK

Scope of work and compensation of contract amendment number three (3), Item #2, will apply during this period.

### ITEM THREE (3): OTHER

To Standard Terms and Conditions, add:

**40. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

**41. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393**: By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

# CONTRACT AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4125/FAX: (520) 791-4735

**CONTRACT NO.: 061184**
CONTRACT AMENDMENT NO: Four (4)

DL/car
SENIOR CONTRACT OFFICER: Dan Longanecker, CPPB

THIS CONTRACT IS AMENDED AS FOLLOWS:

**42. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

6/29/10
Signature Date

Carla Lenhoff, President
Typed Name and Title

Graffiti Protective Coatings Inc.
Company Name

515 E. Grant Rd #141
Address

Tucson AZ 85705
City State Zip

gpcla@msn.com
E-Mail Address

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 7th DAY OF July, 2010, AT TUCSON, ARIZONA.

for Kathleen Bender
Mark A. Neihart, C.P.M., CPPB. A.P.P., CPM
as Director of Procurement and not personally

# CITY COUNCIL REPORT

**SUBJECT:**
Billy Moore Days Parade Options 2010

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide the City Council with an update and seek a final decision regarding the 2010 Avondale Billy Moore Heritage Days Parade.

**BACKGROUND:**

At a July 12, 2010 Council Worksession, staff was directed to continue to develop the Billy Moore Heritage Days Event on a cost recovery basis (July 12, 2010 Council Report Attached). However, some members of Council have expressed an interest in having a parade as part of the event. This report provides a specific analysis of putting on a parade and staff requests council direction and a final decision regarding the 2010 Avondale Billy Moore Heritage Days Parade.

**DISCUSSION:**

Billy Moore Days has been an annual event in the West Valley for over 50 years. In the past the event has featured a carnival, festival activities, entertainment, and the longest running parade in the state of Arizona. The parade has always been a part of the overall event. The planned event for 2010 did not include a parade because staff was unable to secure funding. No Billy Moore Days events were held in 2009.

The most recent Billy Moore Days Parade was held as part of the 2008 event. Expenses for the parade were $32,210. Participant Fees of $1,017 were collected from the parade participants and $31,135 came from the General Fund. In order to bring back the parade, funds would have to be allocated from contingency and sponsorships. Participant fee rates have to be controlled in order to keep the event from being cost prohibitive to some of the participants.

The parade is an unfunded event, and would require funding from Contingency and additional sponsorships. Sponsorships are very limited due to the current financial climate and without sponsors, partnerships, or substantial participant fees the event will need to be substantially funded by the City of Avondale, representing a change in policy from the position Council has taken over the past two budget years. Staff has reviewed some of the costs from 2008 and the revised projected parade budget is attached.

Due to the time available and the present dmimished staffing of the city, it would probably not be possible to present the same quality event by October 2010 that staff has been able to provide in years past. If the event were to move to Spring 2011, the quality of the event could be ensured, but the costs would remain unfunded and require contingency funding.

Staff would like Council to consider the following options for the parade:

<u>Option 1:</u> Continue with the July 12th Work Session decision, providing a series of no cost events

and no parade for October 2010.
Option 2: Include a parade with the cost recovery event model for October 2010 requiring a contingency fund transfer.
Option 3: Move the parade to Spring 2011, but leave the other fall events in October 2010.
Option 4: Move all events and the parade to Spring 2011.
Option 5: Hold the Billy Moore Parade in 2012 as part of the State Centennial Celebration and include other Billy Moore events with it. With a two year lead time it would be possible to improve the quality of the event.

Hosting a parade in October 2010 would not provide sufficient time for staff to develop the event up to the caliber of past parades. All other options would increase the event preparation time, but would still require funding to support the parade.

Staff recommends Option 1 for 2010 and further discussion on the other options as part of the annual budget process for FY 2011 - 2012.

**BUDGETARY IMPACT:**

The cost recovery event model will not incur any cost to the City. Other options would require contingency funds if the parade is held in FY2010-2011 and committed funds from the general fund for a 2012 parade.

**RECOMMENDATION:**

Staff requests City Council provide a final decision regarding the 2010 Avondale Billy Moore Heritage Days Parade. The staff recommendation is to continue preparing the no cost events for October 2010 that do not include a parade.

**ATTACHMENTS:**

**Click to download**

- Billy Moore Parade Budget
- 7.12.10 City Council Report

**EVENT TITLE: Billy Moore Days**
DATE October 2010 (Tentative)
ATTENDANCE: 5000 (projected)
DESCRIPTION: Annual Heritage Event

| | |
|---|---|
| **Total Program Revenue** | **$1,000.00** |
| **Total Program Expenses** | **$29,925.00** |
| **Funds Required** | **-$28,925.00** |

***Expenditures***

| **DESCRIPTION** | **ACTUAL** | |
|---|---|---|
| **Parade Day Staffing (Marshals, Set up, Tear Down)** | $ 2,400.00 | |
| **Parade Logistics Staff (Event Coordinator)** | $ 15,000.00 | |
| **Streets** | $ 2,160.00 | |
| **Public Safety** | $ 1,173.00 | |
| | | |
| **Equipment/Logistics** | | |
| Sound | $1,500.00 | |
| Stage | $950.00 | |
| Port A Johns | $550.00 | |
| Dignitary Breakfast | $210.00 | |
| Breakfast Staffing | $90.00 | |
| | | |
| **Supplies** | | |
| Ice/Wter | $150.00 | |
| Event Box supplies (duct tape, tip ties, ….) | $42.00 | |
| | | |
| **Marketing** | | |
| photography | $200.00 | |
| Printing and Advertising | $5,000.00 | |
| graphic art | $500.00 | |
| | | **$29,925.00** |
| | | |
| ***General Fund*** | | |
| ***Revenue*** | | |
| **Sponsors** | | |
| **Parade Entries - 50 entrants projected** | $1,000.00 | |
| | | **$1,000.00** |
| | | **$1,000.00** |
| | | **$29,925.00** |
| | **Balance** | **-$28,925.00** |

# CITY COUNCIL REPORT

**SUBJECT:**
Avondale Billy Moore Heritage Days 2010

**MEETING DATE:**
July 12, 2010

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide the City Council with an update and seek direction regarding the 2010 Avondale Billy Moore Heritage Days Event.

**BACKGROUND:**

The Avondale Billy Moore Heritage Days Event (Billy Moore Days) is an annual event that has been around for over 50 years. In 2006 the City of Avondale began managing Billy Moore Days. However, the event has been postponed since 2008 due to budgetary concerns. On September 21, 2009 staff was directed by City Council to seek alternative methods for supporting City events, including Billy Moore Days, and to ensure events recover all costs.

Staff was directed to develop events that fully recover costs; funded by sponsors, and donors; and which may also require some participant fees. City staff used these guidelines to explore a number of options that would make it possible for the City of Avondale to have a Billy Moore Days event in 2010 and request council direction on options associated with the management of the event for FY 2010.

**DISCUSSION:**

Billy Moore Days has been an annual event in the West Valley for over 50 years. The event is named in honor of the City's founder, William G. Moore, and is a celebration of the heritage of the City of Avondale. In the past the event has featured a carnival, festival activities, entertainment, and the longest running parade in the state of Arizona.

The event was managed most recently by the Southwest Valley Chamber of Commerce until 2006 when the City of Avondale began to manage the event at the request of the Chamber. However, due to budget restrictions it was postponed after the October 2008 event, along with other city sponsored special events. Since that time staff has explored ways of putting on special events at minimal or no cost to the City of Avondale and proved successful in presenting the following events at no cost to the City in partnership with outside organizations, grants and sponsorships:

- Western Avenue Art Walk
- Eco Avenues
- IMS Marathon
- Veteran's Day and Memorial Day observances

The last Billy Moore Days festival was held October 2008 and cost the city $60,306 (Expenses - $90,646 with $30,340 in Sponsorships, Fees, and Participant Revenue). The event included a festival, softball tournament, and a parade.

The parade was the most costly component. Expenses for the parade were $32,210. Participant Fees of $1,017 were collected from the parade participants and $31,135 came from the General Fund.

To re-instate the parade funds would have to come from the General Fund and sponsorships, since raising participant fees higher might be counterproductive. Participant fees have to be controlled to keep the event from being cost prohibitive to participants. One option would be to re-instate the parade as part of Avondale's participation in the State's 2012 Centennial celebration. However, the parade would still require funding from the General Fund. Because sponsorship and partnerhsip opportunities are limited due to the current financial climate, and the ability to significantly raise participant fees is also limited, Billy Moore Days is only possible with major funding support from the General Fund.

Staff has researched hosting an event without the parade that includes a series of activities supported by sponsors and partnerships in a cost recovery model. The model does not include a parade because no sponsors would committ to the parade. This cost recovery model would provide the opportunity to host Billy Moore Days in a modified form as follows:

| DATE | EVENT |
|---|---|
| October 2 -3 | Billy Moore Days Softball Tournament |
| October 15 | Western Avenue Art Walk (Kick - Off Advertising) |
| October 23 | Boys and Girls Club Golf Tournament |
| October 30 | Masquerade Ball and Poker Tournament at Avondale Hilton |
| October 2010 | Gallery 37 / Western Avenue Project (date pending) |
| *October 29 - 31 | Food City Carnival (pending location) |

*All events with the exception of the carnival and the Gallery 37 project are set up awaiting council approval of this proposal.

Each of the events are 100% cost recoverable to the City of Avondale and would be jointly promoted under the umbrella of the Avondale Billy Moore Heritage Days event. There would be some user fees involved in the events, but costs will be minimal. The events would run throughout the month of October and each event would help to promote the history of Avondale and bring visitors to our City.

Staff seeks council direction and consideration on the following options:

- Option 1: Pursue the cost recovery event model with the events mentioned above.
- Option 2: Postpone Billy Moore Days activities and events until the budget can support the parade and other events.

**BUDGETARY IMPACT:**

The cost recovery event model will not incur any cost to the City. Any other event model would require a commitment of general funds of approximately $30,000.

**RECOMMENDATION:**

For information and Council direction regarding the 2010 Avondale Billy Moore Heritage Days Event.

**ATTACHMENTS:**

**Click to download**

# DEVELOPMENT SERVICES

**SUBJECT:**
Public Hearing - PAD Zoning Extension - Fleming Farms (PL-10-0044)

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, Engineering & Development Services Director (623) 333-4211

**THROUGH:** Charlie McClendon, City Manager

---

**REQUEST:** A one year extension of Planned Area Development zoning on the subject property to September 5, 2011.

**PARCEL SIZE:** Approximately 67 acres

**LOCATION:** Southwest corner of Lower Buckeye Road and Avondale Boulevard

**APPLICANT:** Matt Butcher, Evergreen Development

**OWNER:** Evergreen - Avondale & Lower Buckeye, L.L.C. and Fleming Farms Commercial, L.L.C.

**BACKGROUND:**

The property was annexed April 17, 2006, and rezoned from AG (Agricultural) to PAD (Planned Area Development) on September 5, 2006 (Exhibits E, F & G). The approved PAD development plan provides for single family detached residential uses on approximately 50 acres, and Neighborhood Commercial (C-1) uses on the 16.6 acre corner parcel. The residential portion contains three sizes of lots, 63' x 115', 68' x 115', and 73' x 115, and approximately 13% active open space (19% active and passive open space combined). Typical PAD requirements such as right-of-way dedication, ground water rights dedication, contribution towards a traffic signal at Avondale Boulevard and Lower Buckeye Road, notification to home buyers about Phoenix International Raceway noise and the neighboring Pylman Dairy odor, etc., were approved with the ordinance rezoning the property to PAD. The PAD also requires that all off-site improvements along Lower Buckeye Road and Avondale Boulevard be included in the first phase of development.

Final plats for the property were approved by City Council on April 21, 2008 and recorded May 28, 2008 and June 19, 2008 (Exhibit H). The plats created 147 residential single family lots and several tracts for open space and recreation, landscaping, storm water retention, dedication of rights-of-way along Avondale Boulevard, Lower Buckeye Road, and 117th Avenue. In addition, the plats created the approximately 16.6 acre commercial parcel at the corner of Avondale Boulevard and Lower Buckeye Road.

On September 8, 2008, the City Council granted a one year extension of PAD zoning to Fleming Farms citing the general downturn in the economy and the housing sector. No additional stipulations were recommended or added. At that time, the Zoning Ordinance Section 6, Planned Area Developments, required development to begin within two years of PAD approval or it was eligible for reversion.

On March 2, 2009, the City Council amended the Zoning Ordinance, Section 6, PADs, to require that

construction of infrastructure commence within three years of the initial rezoning approval date for a PAD.

Through July 7, 2009, the City approved offsite infrastructure plans for the entire development, and onsite infrastructure plans for the residential portion, for Fleming Farms. Those plans have now expired and will require resubmittal.

On August 10, 2009, the City Council granted another one year extension of PAD zoning to Fleming Farms citing the severe depression of the housing market. No additional stipulations were recommended or added.

**SUMMARY OF REQUEST:**

The applicant is requesting a one year extension of the expiration date of PAD zoning to September 5, 2011 (Exhibit I). On June 30, 2010, the applicant provided a letter referencing a July 13, 2009 letter from the applicant's attorney Edwin Bull, which states that the applicant believes the PAD zoning is vested and should not be subject to reversion because a plat has been approved and recorded (Exhibit J). Nonetheless, the applicant wishes to proceed with the request for PAD extension as a precaution.

**PARTICIPATION:**

Not applicable.

**PLANNING COMMISSION ACTION:**

Not applicable.

**ANALYSIS:**

According to Section 603.D of the Zoning Ordinance, the PAD zoning of Fleming Farms expires September 5, 2010 unless a one year extension of PAD zoning is granted by City Council or construction of onsite and/or offsite improvements commences. The applicant is requesting a one year extension citing economic hardship due to the depressed state of the new homes market. Through July 2009, this development had been progressing through the development review and approval process, including obtaining approval of the final plat, recording of the plats, and approval of the onsite and offsite construction infrastructure. The next step would have been to obtain permits to begin construction. Citing a lack of prospects for new home sales, the construction permits were not obtained and construction was not initiated. As of July 7, 2010, the onsite and offsite construction infrastructure plan approvals have expired, necessitating the need to be resubmitted in conformance with updated codes and regulations, and payment of a new application review fee.

The PAD and recorded plat have a residential density of 2.96 dwelling units to the acre, which is in conformance with the General Plan. Approximately 10 of the 147 residential lots on the north end of the property along Lower Buckeye Road are in the Low Density Residential land use category (target density of 1 dwelling unit to the acre and a maximum of 2.5 dwelling units to the acre), the remaining 137 residential lots are in the Medium Density Residential land use category (target density 2.5 dwelling units to the acre and a maximum of 4 dwelling units to the acre). The residential portion of the PAD meets or exceeds all requirements of the Zoning Ordinance with the exception of provision of active open space. Minimum lot area and dimensions exceed the R1-6 zoning district minimums, and minimum setbacks are consistent with the R1-6 zoning district. Section 604.E of the Zoning Ordinance requires a minimum of 15% active open space. The existing PAD provides 13% with an additional 6% passive open space that consists of retention areas, landscaped entry monument sign locations, and landscape tracts at the ends of blocks separating corner lots from streets. At the time of PAD approval, only a minimum of 10% open space was required. The active open space is comprised of a 1.77 acre park in the center of the residential lots, multi-use trails, tot lots, shaded paths with pedestrian lighting, etc. Though more active open space is desirable to conform to current PAD requirements, it would be a substantial burden to the developer in terms of time and cost to redesign the subdivision and amend the plat.

The 16.6 acre commercial portion of the PAD substantially conforms to the uses and development standards of the Neighborhood Commercial (C-1) zoning district. The PAD exceeds C-1 development standards by requiring greater setbacks from residential (50' one-story, 75' two-story) compared to C-1 (1' for every 1' of building height), and by requiring businesses to obtain a Conditional Use Permit (CUP) if they wish to operate between midnight and 6 a.m. The PAD does not meet C-1 development standards where it allows a health and exercise club to be a maximum of 4,000 square feet compared to 3,000 square feet in C-1.

For a comparison of uses allowed by the PAD and C-1 see the table below.

Fleming Farms PAD Uses Compared to C-1 Zoning District

* **Appliance service and repair** - Not allowed in PAD, permitted in C-1.

* **Auto part supply service** - CUP in PAD, permitted in C-1.

* **Automobile minor repair/auto diagnostic** - CUP in PAD, not allowed in C-1.

* **Car rental, with on-site pick-up & drop-off without on-site storage of vehicles** - CUP in PAD, permitted in C-1.

* **Car rental, with on-site pick-up & drop-off with on-site storage of vehicles** - CUP in PAD, not allowed in C-1.

* **Car wash, self serve** - CUP in PAD, not allowed in C-1.

* **Emergency medical care facility** - Not allowed in PAD, permitted in C-1.

* **Gas station with convenience store** - CUP in PAD, not allowed in C-1.

* **Places of worship** - CUP in PAD, permitted in C-1.

The PAD makes no mention of the public art ordinance, Ordinance 1324-808, adopted August 18, 2008. The ordinance requires that new commercial development projects with 50,000 square feet or greater building area provide public art or pay into a public art fund at the rate of 0.25% of the construction cost. A cap of $100,000, $125,000, or $150,000 depending upon the amount of building area constructed is set. Though no development plans for the commercial corner have been submitted, it is likely that the total building square footage will meet the minimum 50,000 square foot threshold. Therefore, staff is recommending a stipulation that Lot 1, the commercial portion, be subject to the public art ordinance.

In conclusion, it would not be in the City's interests to add more new housing stock at this time. A one-year delay in beginning construction could be beneficial for the City and the applicant. Because the PAD development standards are substantially consistent with current PAD standards, staff recommends that the expiration date of PAD zoning be extended one additional year with one stipulation of approval.

**FINDINGS:**

The proposed request, with the recommended condition of approval, complies with the requirements of the General Plan and Zoning Ordinance.

**RECOMMENDATION:**

Staff recommends that City Council **APPROVE** application PL-10-0044 with one recommended condition of approval as follows:

1. Development of the approximately 16.6 acre commercial corner portion of Fleming Farms shall be subject to Ordinance 1324-808, the Public Art Ordinance.

**PROPOSED MOTION:**

I move that the City Council **APPROVE** application PL-10-0044, a request for a one year extension of PAD zoning for Fleming Farms to expire September 5, 2011, subject to the one recommended condition of approval.

**ATTACHMENTS:**

**Click to download**

- Exhibit A - General Plan Map
- Exhibit B - Zoning Vicinity Map
- Exhibit C - Aerial Photo 2010
- Exhibit D - Summary of Related Facts
- Exhibit E - Ordinance Rezoning Fleming Farms to PAD
- Exhibit F.1 - Approved PAD Development Plan & Narrative part 1
- Exhibit F.2 - Approved PAD Development Plan & Narrative part 2
- Exhibit F.3 - Approved PAD Development Plan & Narrative part 3
- Exhibit F.4 - Approved PAD Development Plan & Narrative part 4
- Exhibit G - Excerpt of Council Minutes 9/5/2006
- Exhibit H - Approved Fleming Farms Plats
- Exhibit I - PAD Zoning Extension Request Narrative 7.14.2010
- Exhibit J - Correspondence Regarding Vesting 6.30.2010

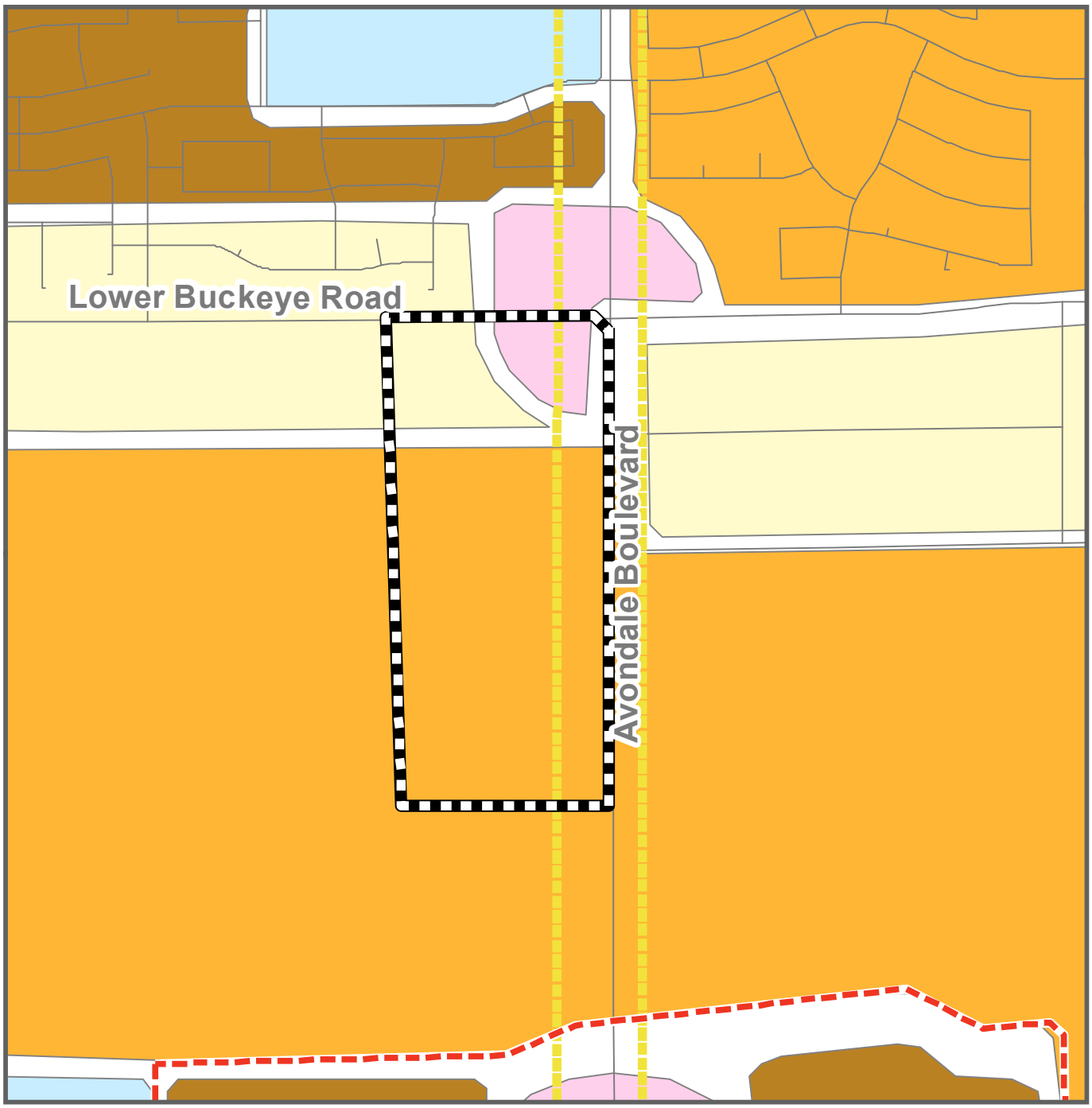
**FULL SIZE COPIES (Council Only):**

None.

**PROJECT MANAGER:**

Eric Morgan, Planner II (623) 333-4017

**Exhibit A**




# Fleming Farms PAD Extension
## PL-10-0044

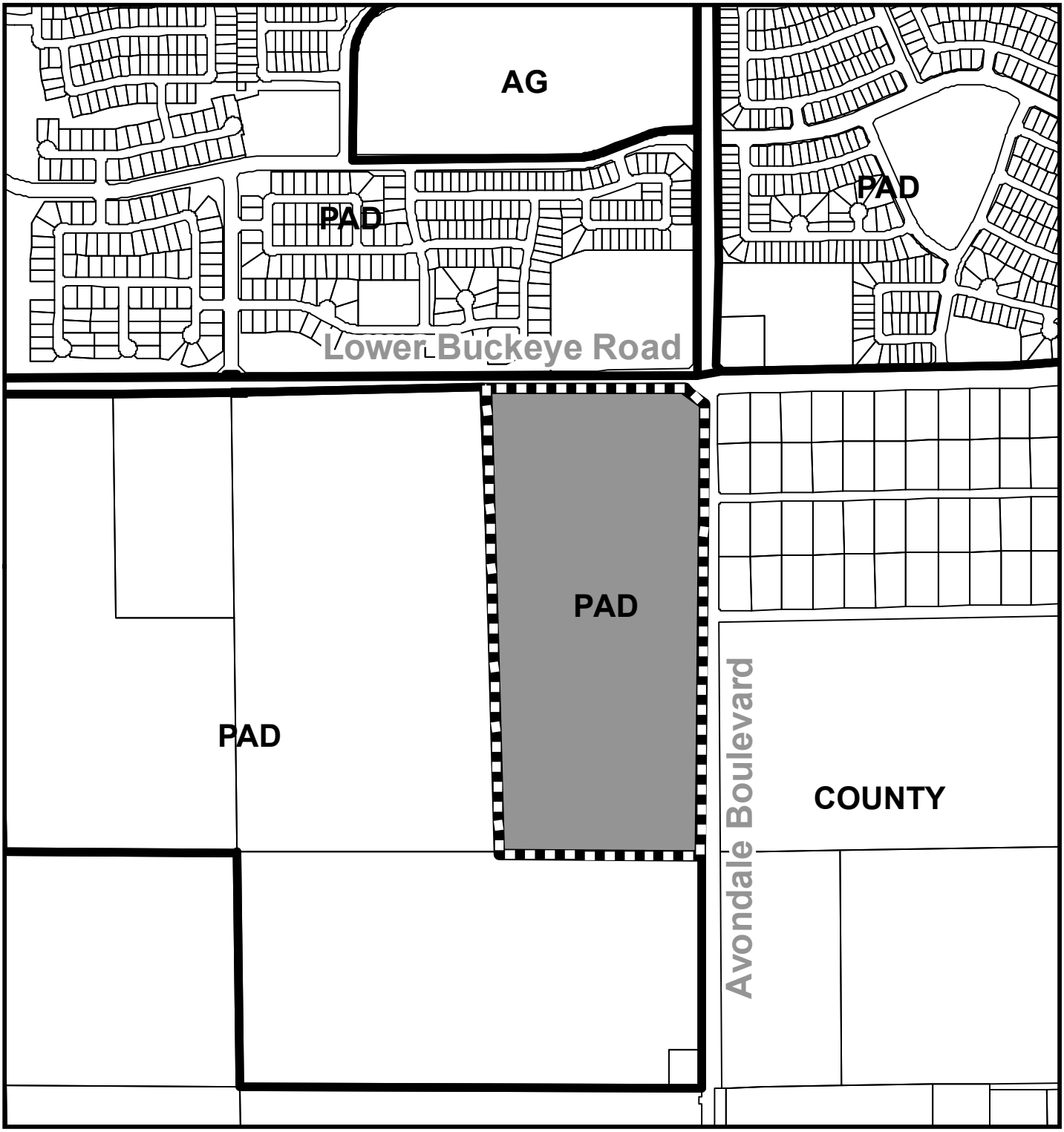
### General Plan Land Use Map

- Commercial Corridor, Commercial Corridor
- Growth Area, Growth Area
- Commercial
- Employment
- Freeway Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- Mixed Use
- Multi Family Residential
- Open Space
- Public Facilities

N

Subject Property

Exhibit B



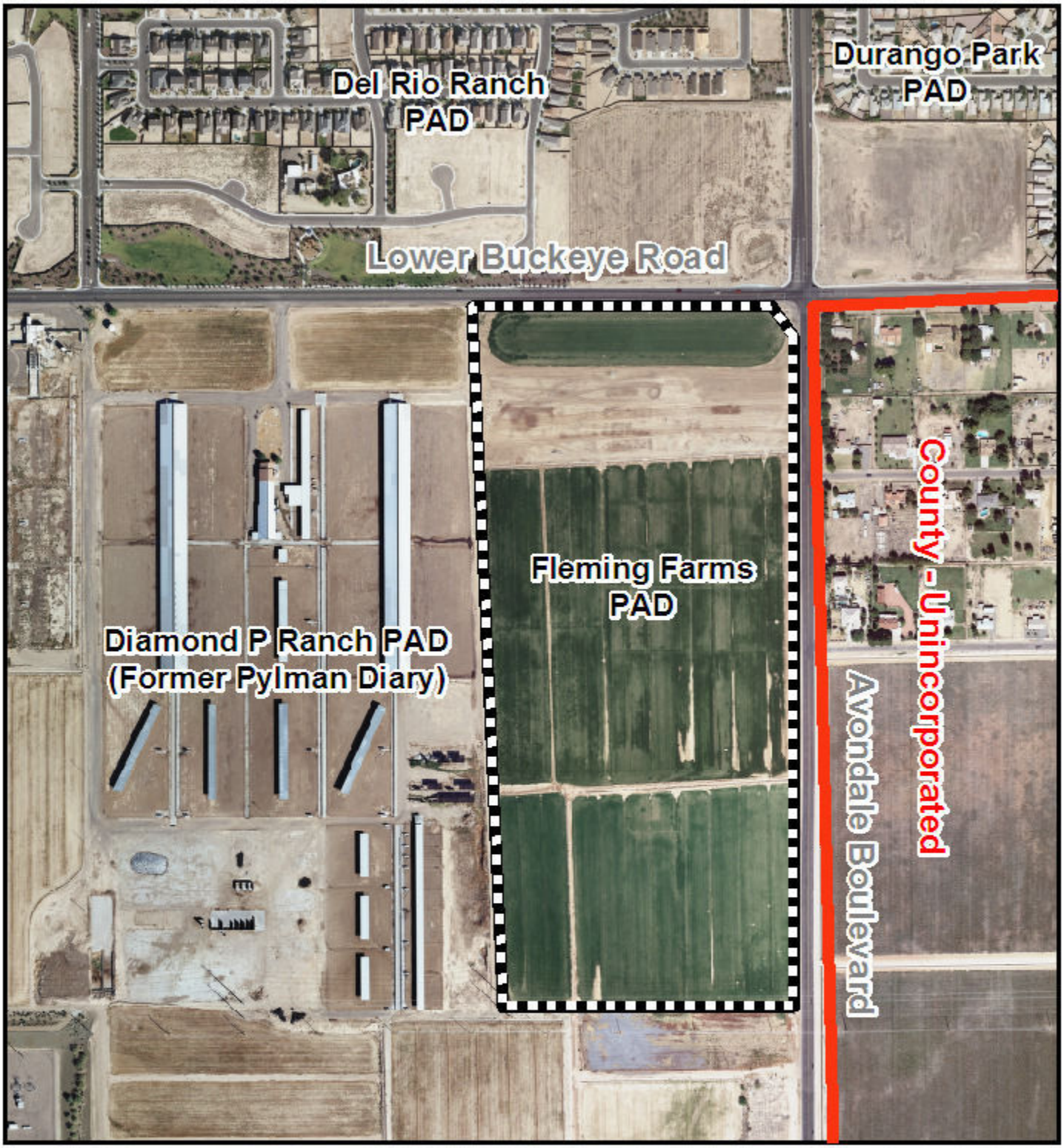

**Zoning Vicinity Map**
**Fleming Farms**
**PL-10-0044**

Avondale

**Subject Property**

N

Exhibit C




**Aerial Photograph 2010**
**Fleming Farms PAD Extension**
**PL-10-0044**

Avondale

Subject Property

N

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-10-0044 FLEMING FARMS*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 67 acres |
| LOCATION | SWC Lower Buckeye Road & Avondale Boulevard |
| PHYSICAL CHARACTERISTICS | Rectangular and relatively level surface |
| EXISTING LAND USE | Vacant |
| EXISTING ZONING | Planned Area Development (PAD) |
| ZONING HISTORY | Annexed 4/17/2006 |
| DEVELOPMENT AGREEMENT | None |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Planned Area Development (PAD) – Del Rio Ranch |
| EAST | COUNTY (SFR detached) |
| SOUTH | Planned Area Development (PAD) – Diamond P Ranch (vacant) |
| WEST | Planned Area Development (PAD) – Diamond P Ranch (vacant) |
| | |

| *GENERAL PLAN* |
|---|
| The subject property is designated as **Commercial**, **Low Density Residential**, and **Medium Density Residential** on the General Plan Land Use Map. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District<br>Tolleson Union High School District |
| ELEMENTARY SCHOOLS | Littleton Elementary School (K-8) |
| HIGH SCHOOL | La Joya Community High School |

| *STREETS* | |
|---|---|
| **Avondale Boulevard** | |
| Classification | Arterial |
| Existing half street ROW | 65 feet |
| Standard half street ROW | 65 feet |
| Existing half street improvements | 2 vehicular lanes |
| Standard half street improvements | 3 vehicular lanes, ½ median, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes |

| *STREETS* | |
|---|---|
| **Lower Buckeye Road** | |
| Classification | Arterial |
| Existing half street ROW | 55 feet |
| Standard half street ROW | 55 feet |
| Existing half street improvements | 1 vehicular lanes, ½ turning lane |
| Standard half street improvements | 2 vehicular lanes, full median, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes |

| *STREETS* | |
|---|---|
| **117th Avenue** | |
| Classification | Minor Collector |
| Existing ROW | 70 feet[1] |
| Standard ROW | 70 feet[1] |
| Existing half street improvements | None |
| Standard half street improvements | 2 vehicular lanes, full median, bike lane, curb and gutter, attached sidewalk, street lights, plus deceleration lanes |

[1] For the north half of 117th Avenue, the entire right-of-way was dedicated by this property. 117th Avenue transitions west on the southern half, where Diamond P Ranch is responsible for dedication of the entire right-of-way.

| *UTILITIES* |
|---|
| There are existing 12" water lines in both Avondale Boulevard and Lower Buckeye Road that transition across the entire frontage of the property.<br><br>There is an existing 30" sewer line in Avondale Boulevard that runs the length of the frontage of the property, and there is an existing 18" sewer line in Lower Buckeye Road that runs the length of the front of the property. |

**ORDINANCE NO. 1999-906**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 67 ACRES LOCATED AT THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD AS SHOWN IN FILENAME Z-05-18, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.

**WHEREAS**, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission held a public hearing on Thursday, July 20, 2006, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission recommended approval; and

**WHEREAS**, the City Council held a public hearing regarding the amendment to the Zoning Atlas on September 5, 2006.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That ± 67 acres of real property generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road as shown in filename Z-05-18 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative dated August 23, 2006 except as modified by these stipulations.

2. The required development standards shall be as shown in the narrative request dated August 23, 2006.
3. Uses for the subject property shall be as shown in the narrative request dated August 23, 2006 except that mini-storage shall be permitted.
4. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
5. The developer shall be responsible for a quarter of the cost of the traffic signal to be located at the intersection of Avondale Boulevard and Lower Buckeye Road. Such payment shall be made to the City prior to recordation of the final plat.
6. All perimeter half-street improvements along Avondale Boulevard and Lower Buckeye Road shall be constructed in a single phase at the time of development.
7. Street improvements shall be required as follows, as determined by the City Engineer:

| *Street* | *ROW Width* | *Required Improvements* |
|---|---|---|
| Avondale Boulevard | 65' (half-street) | Paving, curb, gutter, detached sidewalk, street lights, and landscaping. |
| Lower Buckeye Road | 55' (half-street) Additional 12' of ROW within 550 feet of the Avondale Blvd. Intersection | Paving, curb, gutter, detached sidewalks, street lights, landscaping. Deceleration lanes as deemed necessary by City Engineering at the time of master site plan approval. |
| 117th Avenue | 60' (full-street) | Paving, curb, gutter, sidewalks, street lights, landscaping. |

8. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
9. Deceleration lanes shall be provided at all driveway connections to Avondale Boulevard and Lower Buckeye Road as determined by the City Engineer at the time of master site plan approval.
10. A bus bay and concrete pad shall be provided on Avondale Boulevard as determined by the City Engineer at the time of master site plan approval.
11. Shaded pedestrian walkways shall be provided from Avondale Boulevard and Lower Buckeye Road to buildings within the commercial retail center. One 24-inch box tree shall be planted along the walkway for each 20 linear feet of the walkway length. Canopies or other shade structures may be substituted for the landscape plantings as long as they are designed to match the overall site architectural theme.
12. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
13. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
14. All conditional uses shall be processed and evaluated in accordance with Section 108: *Conditional Use Permits* of the City of Avondale Zoning Ordinance.
15. All buildings shall use glass with low reflectivity.
16. Individual letters and custom cabinets for logos shall be used for commercial wall signs. Exposed raceways are prohibited.

17. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

    a. The proximity of the future commercial uses to the north.
    b. The location of Rudd substation and adjacent transmission lines.
    c. The proximity to existing dairy farms and associated odors.
    d. The future location of State Route 801.

18. Prior to final plat approval, the applicant shall obtain approval for Arizona Public Service (APS) for the use and landscaping of the transmission line corridor.
19. If irrigation has not ceased on the Pylman property site prior to the construction of the subdivision, the irrigation ditch shall be piped as determined by the City Engineer.
20. A landscape tract with a minimum width of 18 feet shall be provided along Avondale Boulevard and Lower Buckeye Road adjacent to the subdivision.
21. A 12-foot public use easement shall be dedicated for the public regional trail as part of the final plat.
22. Lot 48 shall be deleted.
23. Homebuilders shall inform prospective homebuyers by affidavit of the proximity of Phoenix International Raceway (PIR) and the nature of the periodic events that occur there. A map showing the location of PIR in relation to the subdivision, and the primary routes used by event traffic, shall be prominently displayed in the model home sales office. A note stating that the subdivision is located within three (3) miles of PIR shall be shown on the final plat and in the CC&R's recorded for the subdivision.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or 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.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 5, 2006.

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

670734.2

EXHIBIT A
TO
ORDINANCE NO. 1999-906

[Map and Legal Description]

See following pages.

SOUTHWEST CORNER OF AVONDALE BLVD & LOWER BUCKEYE ROAD
GROSS PROPERTY
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

**BEGINNING** at a brass cap in hand hole accepted as the Northeast corner of said Section 24 from which a brass cap in hand hole accepted as the North quarter corner thereof bears South 89 degrees 43 minutes 31 seconds West a distance of 2653.33 feet;

Thence along the east line of said Northeast quarter, South 00 degrees 15 minutes 41 seconds East a distance of 2644.45 feet to a brass in hand hole accepted as the East quarter corner of said Section 24;

Thence along the south line of said Northeast quarter, North 89 degrees 57 minutes 01 seconds West a distance of 1149.13 feet;

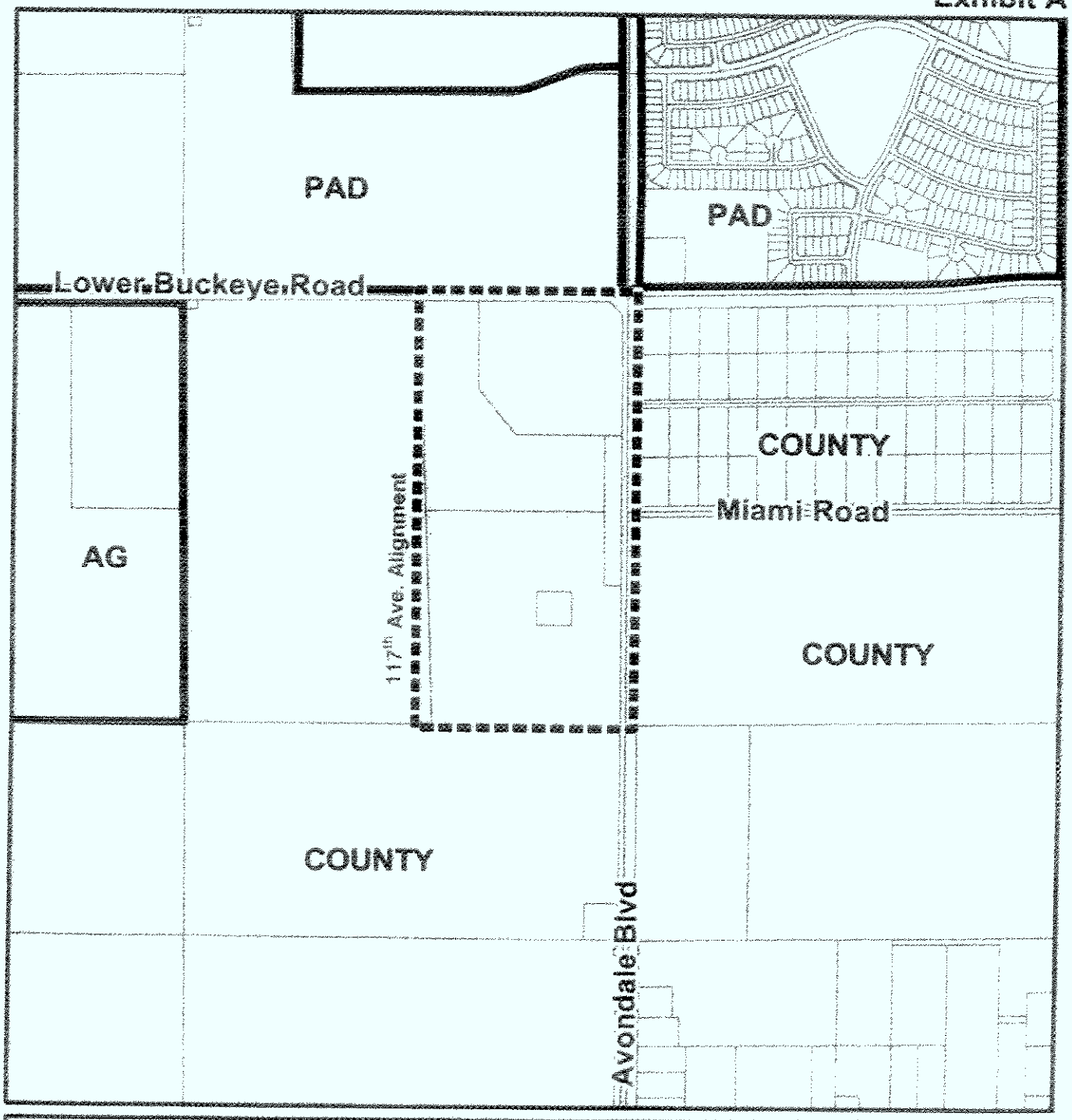
Thence leaving said south line, North 02 degrees 06 minutes 32 seconds West a distance of 2639.30 feet to the north line of said Northeast quarter;

Thence along said north line, North 89 degrees 43 minutes 31 seconds East a distance of 1234.20 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,147,265 sq. ft. (72.2513 acres) more or less and being subject to any easements, restrictions, rights of way of record or otherwise.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7204
December 14, 2004

Exhibit A




**Z-05-18 - Fleming Farms**

Zoning Vicinity Map

Avondale

Subject Property

# FLEMING FARMS

## Planned Area Development

**SWC of AVONDALE BOULEVARD & LOWER BUCKEYE ROAD**
**AVONDALE, ARIZONA**

CITY COUNCIL

☐ Approved
☐ Denied
☒ Approved with Conditions

9/5/06
Date

**Prepared by:**

**EVERGREEN - AVONDALE & L. BUCKEYE, L.L.C.**

**Amended:** August 18, 2006
**Amended:** July 14, 2006
**Amended:** June 16, 2006
**Amended:** March 27, 2006
**Submitted:** October 17, 2005

PLANNING DIVISION
RECEIVED
AUG ~~MAY~~ 2006
Z-05-18

# FLEMING FARMS
## Planned Area Development
## Table of Contents


1. Overview ..... 1
   - Introduction ..... 1
   - Site Location and Surroundings ..... 1
   - General Plan and Zoning History ..... 1

2. PAD Description ..... 2
   - Proposed Land Uses - Development Plan and Program ..... 2
   - Residential Component ..... 2
   - Compliance with General Plan ..... 2
   - Landscaping, Open Space, and Amenities ..... 4
   - Circulation ..... 4
   - Commercial Component ..... 6

3. Development Standards ..... 7
   - Residential Development Standards ..... 7
   - Residential Uses ..... 8
   - Commercial Development Standards ..... 9
   - Commercial Uses ..... 9

4. Residential Design Guidelines ..... 11

5. Commercial Design Guidelines ..... 11

6. Miscellaneous ..... 11
   - A. Signage ..... 11
   - B. Water, Wastewater, and Utilities ..... 12
   - C. Grading and Drainage ..... 12
   - D. Schools ..... 12
   - E. Approval Process ..... 13
   - F. Phasing ..... 13
   - G. Homeowners' Association ..... 13
   - H. Neighborhood Outreach ..... 14
   - I. Adjacent Dairy Notification Plan ..... 14

7. Development Team ..... 15

8. Conclusion ..... 15

# FLEMING FARMS
## Planned Area Development
## Table of Exhibits


| | |
|---|---|
| Tab 1 | Vicinity Map |
| Tab 2 | Surrounding Land Uses |
| Tab 3 | General Plan/Existing Zoning/Proposed Zoning |
| Tab 4 | Conceptual Residential Lotting |
| Tab 5 | Conceptual Landscape/Open Space Plan/Active Open Space |
| Tab 6 | Landscape and Open Space Vignettes |
| Tab 7 | Wall Plan and Hardscape Details |
| Tab 8 | Street Circulation Plan |
| Tab 9 | Master Bicycle and Pedestrian Trails Plan |
| Tab 10 | Streets & Trails Cross-Sections |
| Tab 11 | Conceptual Commercial Elevations/Commercial Design Guidelines |
| Tab 12 | Residential Design Guidelines |
| Tab 13 | Utilities Exhibit |
| Tab 14 | Topography Exhibit |
| Tab 15 | School District Letters |

# FLEMING FARMS

Planned Area Development

## 1. Overview

*Introduction*

Evergreen - Avondale & L. Buckeye, L.L.C. ("Evergreen") is the developer of approximately 67 net acres (the "Site" and/or "Fleming Farms")[1] of real property located at the southwest corner of Avondale Boulevard and Lower Buckeye Road in Avondale, Arizona. Evergreen seeks Planned Area Development ("PAD") approval for approximately 17 net acres of Commercial and approximately 50 net acres of Single-Family Residential with a density of 2.96 du's/acre.

*Site Location and Surroundings*

The Site is shown on the Vicinity Map (Tab 1) and the Surrounding Land Uses Exhibit (Tab 2). The Site is bounded by Lower Buckeye Road on the north and Avondale Boulevard on the east. A power line corridor is located at the south boundary of the Site. Across Lower Buckeye Road to the north is zoned for commercial use. West of the Site and south of the power line corridor are planned for residential development. The Site is in agricultural use, including a horse farm. There are existing residential uses to the east of the Site. Other surrounding uses are agricultural.

*General Plan and Zoning History*

The City's adopted General Plan designates the Site for Commercial and Single-Family Residential Uses. The General Plan shows a small portion of the Site along Lower Buckeye Road, adjacent to the Commercial corner, planned as Low Density Residential (1 to 2.5 du/acre), and the balance of the Site planned as Medium Density Residential (2.5 to 4 du/acre) as shown on the General Plan Exhibit (Tab 3). As shown on the Existing Zoning Exhibit (Tab 3), the Site is currently zoned Agricultural (AG) in the City of Avondale. There are no applicable area plans. The PAD zoning proposed for the Site, as shown on the Proposed Zoning Exhibit (Tab 3) is consistent with the General Plan and surrounding land uses.

---

[1] The Site is approximately 69 gross acres and approximately 67 net acres. Net acreage is calculated by deducting the area for arterial streets from the gross acreage.

## 2. PAD Description

*Proposed Land Uses - Development Plan and Program*

Evergreen plans to develop approximately 17 net acres of the Site at the southwest corner of Avondale Boulevard and Lower Buckeye Road with commercial uses and the balance of approximately 50 net acres as a single family residential neighborhood. Fleming Farms will have a consistent overall theme for the Commercial and Residential components (architecture, landscaping, perimeter walls, signage, etc.) which will be similar to other high-quality developments in Avondale.

*Residential Component*

As set forth on the Conceptual Residential Lotting Exhibit (Tab 4) and the Residential Site Data table below, Fleming Farms will feature three lot sizes, ranging from 7,245 to 8,395 square feet planned for 147 dwelling units with an overall density of 2.96 du's/acre.

| | Net Area (acres) | Minimum Lot Size | Minimum Lot Area (s.f.) | Number of Lots | Percent of Total Lots |
|---|---|---|---|---|---|
| | | 63'x115' | 7245 | 57 | 38.8% |
| | | 68'x115' | 7820 | 57 | 38.8% |
| | | 73'x115' | 8395 | 33 | 22.4% |
| Total | 50 | | | 147 | 100% |

Fleming Farms responds to the existing and future needs of the community by providing new residential units characterized by high quality, diverse housing choices, and significant open space and amenities. Fleming Farms will consist of traditional-style neighborhoods and architectural styles (Monterey; Territorial Ranch; and Spanish Colonial). The architectural character of the community will lean towards simple, strong, elegant designs. It is expected that major building materials will include concrete tile and parapet roofs, earthen paint tones, and other compatible materials. Durability and ease of maintenance are a priority.

*Compliance with General Plan*

Fleming Farms has been planned with an overall density of 2.96 du/acre. Fleming Farms has been designed in recognition of the Objectives of the Elements of the Avondale General Plan, including for example:

- Land Use Goal 1(B)/Housing Goal 2(B): Fleming Farms will feature three lot sizes, ranging from 7,245 to 8,395 square feet, in compliance with the City's minimum lot width ordinance. The lots will permit the construction of a variety of site plans and orientations, and when combined with the enhanced elevations (see Residential Guidelines Exhibit (Tab 12) for examples) and open space amenities, the overall community will be attractive and desirable.

- Land Use Goal 2(B): The overall density of Fleming Farms (2.96 du/ acre) is less than the other approved subdivisions in the vicinity and less than the majority of all projects north of Lower Buckeye Road.

- Housing Goal 2(B): Fleming Farms will be attractive to home buyers looking for "move-up" opportunities because of the large lots, plus the attractive design styles outlined in the Residential Design Guidelines Exhibit (Tab 12) (Monterey, Territorial Ranch, and Spanish Colonial), give the community a distinct uniqueness lacking in many standard subdivisions.

- Housing Goal 2(C): Within this PAD, both residential and commercial design guidelines and standards have been established. These design guidelines and standards ensure that this development will meet or exceed the expectations of the Avondale Zoning Ordinance. Both the residential and commercial components will utilize complimentary architecture, landscaping, and signage.

- Water Resource Goal 2(B): As part of the approval process, Fleming Farms will transfer applicable grandfathered irrigation water rights to the City of Avondale.

- Circulation Goal 3(B): Fleming Farms will provide an extensive trails system, which will connect the neighborhoods, recreational facilities, and commercial areas.

- Circulation Goal 4(A): Fleming Farms will pay its fair share of transportation costs via the dedication of additional right-of-way for bus stops, turning lanes, and the construction of half-width street improvements on both arterial streets.

Given the challenges of the Site's location along the Commercial and Employment corridor of Avondale Boulevard, and between the Lower Buckeye Road arterial and a power line easement, the proposed density is both justified and well within the General Plan. Fleming Farms has met these challenges with a community greatly exceeding entry level housing. Justification for density above the target density (2.5 du's/acre) is merited by the inclusion of lot size variation, enhanced landscaping and neighborhood theming, open space amenities for teens and tots, and attractive elevation designs and styles.

These attributes combine to provide a varied streetscape within the overall density contemplated by the General Plan.

*Landscaping, Open Space, and Amenities*

A sense of community identity is achieved upon arrival from Avondale Boulevard. The two entries are depicted on the Conceptual Residential Lotting Exhibit (Tab 4) and the Conceptual Landscape/Open Space Plan (Tab 5). Landscape and Open Space Vignettes are provided at (Tab 6). Abundant landscaping and distinctive monumentation frame each of the entries and signify the special community within the perimeter walls. The Wall Plan and Hardscape Details (with entry monumentation) are provided at (Tab 7). Recreational opportunities abound within the well-designed park and open space system.

Staggers and visual breaks in the perimeter theme walls maximize the visual interest. The extensive open space throughout the neighborhood provides 9.46 acres of landscaped areas. Further, 6.36 acres are considered active open space per the Zoning Ordinance's requirement for common open space. The location of the active open space acreage is depicted on the Active Open Space Exhibit at (Tab 5). A noteworthy 19% of the total residential development area is composed of parks, perimeter landscaping, and landscape tracts and trails. This design allows for easy access to the park by street, sidewalk, or trail from all residences in the community. The substantial open space component in the south portion of the Site makes efficient use of the power line easement separating the Site from the residential uses proposed to the south. The active recreational activities (lot lots, basketball courts and ramadas) and the access to them are all located in areas that will not be impacted by storm water runoff nor in areas used for water retention.

The substantial open space enhances the quality of life for community residents and provides numerous opportunities for passive and active recreation which is additionally encouraged by the significant amenities throughout the neighborhood and pocket parks. The amenities (as depicted on the Conceptual Landscape/Open Space Plan and Landscape and Open Space Vignettes at (Tabs 5 and 6) include ramadas and barbecue areas, a 1.77 acre centralized park with a tot lot with activities for ages 5-12 and a half basketball court for teens, a 3.61 acre linear park with a tot lot area with activities for ages 2-5, a multi-use trail along the power line corridor, trellises as neighborhood identification, open space with turf areas, meandering sidewalks along open spaces, and landscaped side yards on corner lots with trees.

*Circulation*

Fleming Farms Street Circulation Plan is provided at Tab 8. The Traffic Impact Study prepared for Fleming Farms states that roadways are appropriately sized and the driveways appropriately sized and located to serve the Site without conflict to adjacent properties. Primary access to the Site will be via Avondale Boulevard and the north/south collector located at the western property line. Within the residential subdivisions numerous curves, knuckles, and cul-de-sacs effectively convey traffic while

maximizing safety and the aesthetics of open space features. The streets have also been designed to provide good views of the landscaped open spaces as residents drive through their neighborhoods to promote safety and visibility throughout the community.[2] The trail system across the Site, as depicted on the Master Bicycle and Pedestrian Trails Plan set forth at Tab 9, promotes connectivity with the commercial parcel at the intersection of Avondale Boulevard and Lower Buckeye Road and with future residential development anticipated to the west. A Streets & Trails Cross-Sections exhibit is provided at Tab 10.

The Summary and Recommendations portion of the Traffic Impact Study is summarized below:

- The access points for the proposed residential development should adequately serve the site. Avondale Boulevard and Lower Buckeye Road will adequately accommodate traffic from the site.
- It is recommended that the Avondale Boulevard half street right-of-way is 65' to match its proposed future cross section.
- The Minor Collector road on the west side of the site is proposed to be a 2-lane roadway on 60' of right-of-way.
- The residential connection to the Minor Collector road, located at the northwest corner of the development, will adequately serve as full access.
- The northern residential connection to Avondale Boulevard, which aligns with Miami Road, will adequately serve as full access with a median break on Avondale Boulevard.
- The southern residential connection to Avondale Boulevard, which aligns with the proposed *Shadow Ridge* access point, will adequately serve as full access with a median break on Avondale Boulevard.
- It is recommended that the right-of-way for Lower Buckeye Road shall be 55' plus an additional 12' for the proposed dual left turn lane and right turn lane. This additional right-of-way has been provided for a distance of 550' from the intersection.
- Potential full access locations to serve the commercial development are located 660' west and south of the intersection of Avondale Boulevard and Lower Buckeye Road.
- Further analysis of the commercial component will be submitted with the Master Site Plan, including recommendations for locations and sizing of deceleration lanes.

Additionally, upon construction of the off-site improvements, there will be a bus bay provided adjacent to the commercial development along Avondale Boulevard, and Fleming Farms will be responsible for one-quarter of the cost to construct the traffic signal at Avondale Boulevard and Lower Buckeye Road, which shall be paid prior to recordation of the final plat. The timing of the signalization of Avondale Boulevard and Lower Buckeye Road is dependent on the development of a number of adjacent projects. The

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[2] Floor plans on lots at any "T" intersection will be oriented so that lights from any approaching vehicles will not be perpendicular to any front windows.

City of Avondale will be responsible for the actual construction of the traffic signal at such time as the signal is warranted.

*Commercial Component*

The Conceptual Commercial Elevations exhibit (with color and materials) for the commercial component is set forth at Tab 11. The conceptual elevations are provided to demonstrate the character, form and architectural theme of the commercial component. The concept is to provide a Southwestern Village design through the integration of regional colors and materials such as, but not limited to tile roofs, ornamental windows, metal sidings, exposed / painted (regional earth tones) tube steel beams and columns, stucco painted, earthen tone stone columns and wainscoting, and stained concrete masonry unit walls. Patterned paving at the entry drives will signify the entry of the Village Market concept. The architectural design includes faux second story window elements to enhance visual interest. The orientation of the Shops will create shade along the pedestrian walkway in front of the stores with landscaping, trellised courtyard and amenities such as benches, potted plants, and bicycle stands to provide a pedestrian friendly experience for shoppers, enhancing the adjacent residential neighborhood.

## 3. Development Standards

*Residential Development Standards*

Development standards for the residential component of Fleming Farms meet or exceed those contained in the R1-6 Zoning District and are set forth in the table below entitled Residential Development Standards.

| RESIDENTIAL DEVELOPMENT STANDARDS | | | |
|---|---|---|---|
| Standard | Fleming Farms PAD | | |
| | 63'x 115' | 68'x115' | 73' x 115' |
| Minimum Net Site Area | 7245 sq.ft. | 7820 sq.ft. | 8395 sq.ft. |
| Max. Density (du/acre) | 2.96 | | |
| Minimum Lot Width | 63' | | |
| Minimum Lot Depth | 115' | | |
| Maximum Building Height | 30' | | |
| Maximum Building Coverage | 50% | | |
| Minimum Setbacks | | | |
| Front Yard (1)(2)(3) | 18'/21' | | |
| Total Side Yard | 18' | | |
| Minimum Side Yard | 8'/10' | | |
| Rear Yard | 15' | | |
| Street Side (4) | 8' | | |

Notes:

(1) Front yard setbacks may be reduced by 5 feet in accordance with Avondale Zoning Ordinance Section 202(H)(3)(d) where side entry garages are used or where garages are recessed a minimum of five (5) feet behind the living areas of the units.
(2) Encroachments into the front setbacks up to 5 feet shall be permitted for front porches.
(3) Front setbacks shall be staggered at 18'/21' with no more than two adjacent homes having the same setback.
(4) Due to the inclusion of landscaped tracts adjacent to each corner lot, only traditional side yard setbacks apply.

Fleming Farms complies with the City of Avondale residential development standards and incorporates the following additional development standards which exceed the City requirements:

- A significant portion of the Site (19%) is reserved for open space, approximately two times that required by the City development standards.

- Unique, enhanced entry features are provided at each of the three entrances to Fleming Farms. These entry features are show on Tab 6.

- Enhanced theme walls are provided along Avondale Boulevard and Lower Buckeye Road and are detailed on Tab 7. These theme walls, at 8' in height, exceed the City standard of 6' and incorporate diverse materials and provide additional visual relief than that found in typical subdivision walls.

- Avondale's signature "Southern Live Oak" street trees will be incorporated along Avondale Boulevard.

*Residential Uses*

For the residential component of Fleming Farms, the permitted and conditional uses will be those permitted in Section 2 of the City of Avondale Zoning Ordinance.

*Commercial Development Standards*

The Commercial component of Fleming Farms will consist of a neighborhood serving center that will provide retail, service, or office uses to support the growing residential needs of the nearby communities. The Commercial Development Standards (e.g. setbacks, height, lot coverage, etc.) shall be as set forth in this booklet, including those items addressed in the following table entitled Commercial Development Standards.

| COMMERCIAL DEVELOPMENT STANDARDS | |
|---|---|
| Standard | Fleming Farms PAD |
| Minimum Lot Width | NA |
| Minimum Site Depth | NA |
| Maximum Building Height (1) | 30' |
| Maximum Lot Coverage | NA |
| Minimum Setbacks | |
| Front | 20' |
| Interior | NA |
| Street Side | 20' |
| Minimum Setback from Residential (2) | 50' |

Notes:

(1) The maximum building height for non-occupied architectural embellishments to create visual interest within commercial districts, such as towers, mechanical screening, pitched roof elements and parapets, may not exceed 40 feet.

(2) For two-story buildings, the minimum setback for any two story element may not be less than 75 feet.

*Commercial Uses*

**A. <u>Permitted Uses</u>**

The uses permitted in this district are as follows:

- Retail Sales of new merchandise within an enclosed building.
- Food stores, drug stores, and variety stores.
- Specialty stores such as candy shops, tobacco shops, card shops, flower shops, gift shops, hardware stores, and liquor stores.
- Photographic developing and printing studio, for retail use only.
- Clothing, shoe, jewelry, and similar apparel stores.
- Small appliances and electronics stores.

- Bicycles, musical instruments, sporting goods, and similar stores.
- Home furnishings and major appliance stores, excluding servicing and repair.
- Restaurants, coffee shops, and delis.
- Banks and other financial institutions.
- Offices including professional, medical, administrative, and business offices.
- Employment agencies.
- Personal services such as barber shops, beauty shops, nail salons, tanning salons, and day spas (which provide a variety of personal services such as hair styling, manicures and pedicures, makeup, facials, tanning, massage, and other related services) but excluding sexually oriented businesses and tattoo parlors.
- Tailor shops, shoe repair and watch repair.
- Ticket and travel agencies.
- Automatic Teller Machine (ATM).

## B. Uses Subject to Conditions

The following additional uses are permitted within Fleming Farms, subject to the listed conditions:

- Fitness centers, dance studios, aerobics classes and similar uses are limited to a maximum of four thousand (4,000) square feet of floor area.
- Dry cleaning and laundry services are limited to pick up/drop off stations only (no on premises plants, bulk cleaning or dying).
- Indoor recreational facilities including video arcades play lands, and similar uses are limited to a maximum floor area or four thousand (4,000) square feet.
- Drive-thru uses shall be designed such that the drive-thru window shall not face an arterial street or a residentially zoned property. The drive-thru window and adjacent lanes shall include a cover designed as an integrated part of the building.

## C. Uses Subject to Conditional Use Permit

The following additional uses may be allowed in Fleming Farms, subject to a conditional use permit:

- Business hours which extend beyond the permitted hours of 6 a.m. to Midnight.
- Retail Uses in excess of 100,000 s.f.
- Churches.
- Child and/or adult day care centers.
- Convenience stores and gasoline stations.
- Restaurants with live entertainment (music performed by more than one musician) and dancing (not including adult entertainment).

- Minor auto repair and maintenance limited to lubrication, tire sales, windshield repair, car washing and polishing, and minor dent repair (not including painting or major body work).
- Carwashes.
- Auto parts and supply stores.
- Car rental with onsite pick-up and drop-off.
- Massage salons.
- Mini storage warehouses.
- Drive-thru Restaurants

**D. Prohibited Uses**

The following uses are prohibited:

- Check cashing, bondsman, pawn shops, plasma centers, thrift stores.
- Day labor centers.
- Outdoor storage.
- Sexually oriented businesses.
- Shooting Ranges.
- Any uses not expressly permitted herein.

## 4. Residential Design Guidelines

The residential design at Fleming Farms is envisioned to provide a diverse traditional neighborhood, being an asset to both homeowners and the community. The design and planning concepts outlined in the Residential Design Guidelines Exhibit (Tab 12) reinforce a sustainable, quality neighborhood and are intended to outline the quality standards that the residential architecture will play in realizing this vision.

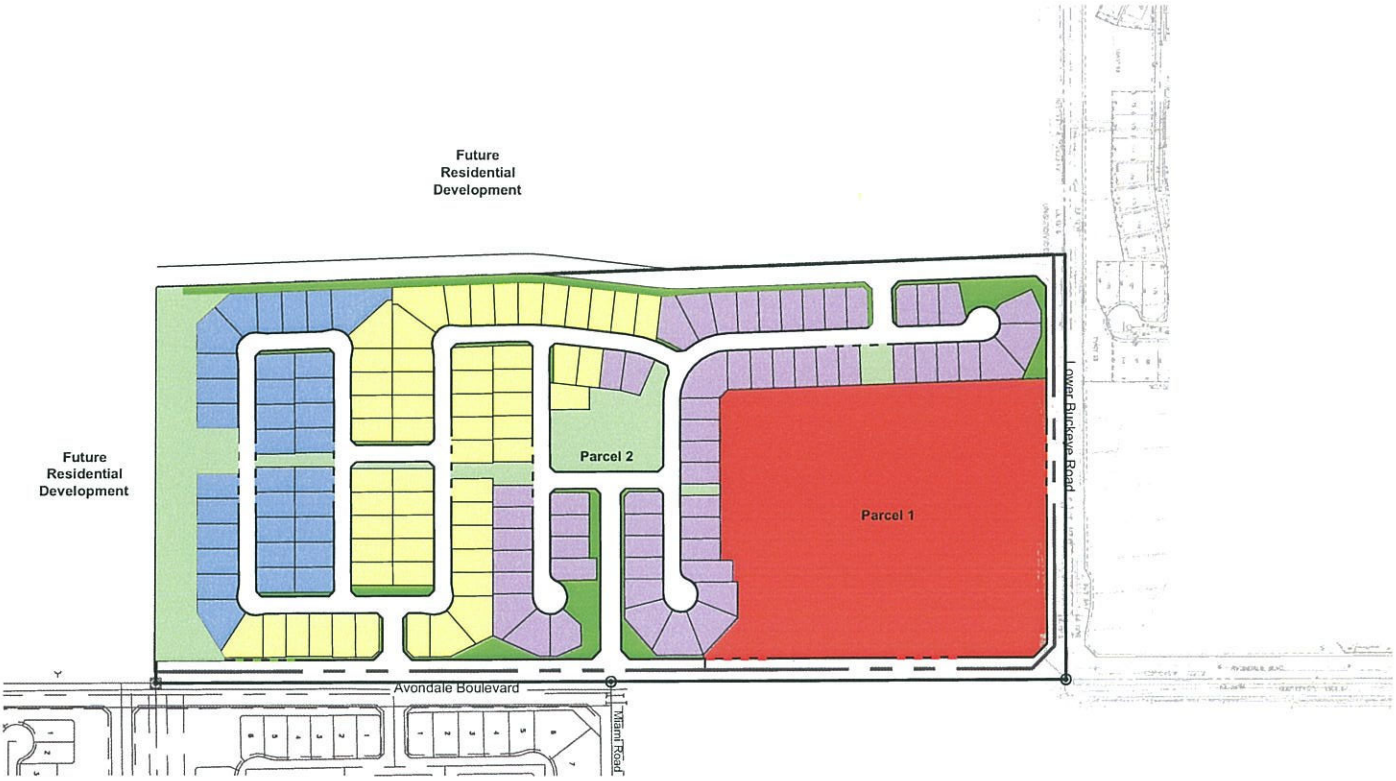
## 5. Commercial Design Guidelines

The design guidelines for the commercial land use located at the southwest corner of Avondale Boulevard and Lower Buckeye Road are outlined in the Commercial Design Guidelines Exhibit (Tab 11).

## 6. Miscellaneous

A. Signage

The Signage at Fleming Farms will comply with the City of Avondale Zoning Ordinance and Subdivision Regulations. The architectural style of the residential and commercial monument signage shall be complementary. A Comprehensive Sign Plan will be reviewed and approved with the Master Site Plan.




Legend

- Project Boundary
- Parcel Boundary
- 63' x 115'
- 68' x 115'
- 73' x 115'
- Commercial
- Active Open Space
- Passive Open Space

# Fleming Farms

Avondale, Arizona

## Conceptual Residential Lotting Exhibit

North

## Residential Site Data

### Single-Family Lot Mix Percentages

| Lot Type | Unit Count | Percentages |
|---|---|---|
| 63' x 115' | 57 | 38.8% |
| 68' x 115' | 57 | 38.8% |
| 73' x 115' | 33 | 22.4% |
| **Totals:** | **147** | **100%** |

**Site Density** = 2.96 du/ac

CMX Project Number: 7204
Project Manager: S. Duplessis
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B. Water, Wastewater, and Utilities

Water service for Fleming Farms will be provided by the City of Avondale through an existing 12" water line in Lower Buckeye Road and the construction of a new 16" line in Avondale Boulevard. Based on discussions with City staff, Fleming Farms will not require any additional improvements to the existing water system, except that the City may participate in over-sizing the 16" water line in Avondale Boulevard to create a 24" water line.

Wastewater service for Fleming Farms will be provided by the City by an existing 30" sewer line in Avondale Boulevard. Based on the City of Avondale Master Wastewater Study and further confirmation from City staff, there is adequate capacity in the adjacent 30" sewer line and further downstream lines to serve this site.

Southwest Gas a has nearby gas facilities available to serve the Site. Telephone service to this area is provided by Qwest Communications. Cox Communications provides cable television service to this area. The Site is within the Salt River Project service area. Information from Southwest Gas, Qwest, Cox, and SRP indicate all have facilities available to serve the Site. The Utilities Exhibit (Tab 13) sets forth locations for the existing and proposed utilities.

C. Grading and Drainage

The Site naturally slopes at a constant grade towards the southwest, as depicted on the Topography Exhibit (Tab 14). The result of the Flood Delineation Study for this site is shown on the Maricopa County Flood Insurance Rate Map (FIRM) No. 04013C2095E, revised July 19, 2001. The property is in Zone "X." The City of Avondale requires retention basins be designed to retain the runoff from the 100-year, 2-hour storm event. For retention/detention basins with ponding depths less than or equal to three feet, side slopes will be planned no steeper than 4:1. Based on the size of the Site, the volume of storm water generated will be incorporated into the residential lotting layout and in the commercial site plan. Underground retention will be provided for the commercial parcel if and to the extent that the commercial parcel's retention volume cannot be provided in surface retention basins within the commercial parcel. Per discussions with Arizona Public Service, it will be acceptable to retain stormwater for the Site along the southern property line within the existing APS overhead electrical easement.

D. Schools

Fleming Farms is located within the Tolleson Union High School District and the Littleton Elementary School District. Owner representatives have met with superintendents of both Districts. Evergreen will mitigate the effects of Fleming Farms on the Tolleson Union High School District by providing a financial donation. The Littleton district has confirmed that provision of the Hillcrest school site satisfied the impacts for both Hillcrest and Fleming Farms and that no financial contribution is warranted. Copies of letters from the Littleton Elementary School District, dated August 17, 2005 and from

the Tolleson Union High School District dated December 20, 2005 indicating their respective approval of the land use proposed in this PAD are provided at Tab 15.

E. Proposed Residential/Commercial Development Approval Process

This PAD narrative and Proposed Land Use Development Map establishes the scale, general circulation and character of the development. The character will be set by the materials/colors and architectural elements defined in the development standards and design guidelines and shown on the conceptual elevations.

Residential development will require:

- Preliminary Plat review by both the Planning Commission and City Council with ultimate approval from the City Council.
- Final Plat review and approval from the City Council.
- House Plans to be reviewed administratively for conformance with the residential design guidelines approved within this PAD.

Commercial development will require:

- Master Site Plan and Comprehensive Sign Plan review by both the Planning Commission and the City Council with ultimate approval from the City Council.
- Individual Site Plans (final plans for individual tenants) to be reviewed administratively for conformance with the Master Site Plan and this PAD.

F. Phasing

Development of the residential and commercial portions of the Site is expected to be phased in accordance with the market demand. If the project is phased, offsite improvements along Avondale Boulevard and Lower Buckeye Road will be constructed with the first phase of development. The Minor Collector along the western boundary of the Site will be constructed concurrently with the residential phase of the project.

The implementation of this phasing plan will be accomplished by following the Master Site Plan and subdivision processes detailed in the City of Avondale Zoning Ordinance and Subdivision Regulations. While it is anticipated that the entire commercial parcel will be developed simultaneously, it is possible that construction of the commercial parcel will occur in phases.

G. Homeowners' Association

A homeowners' association ("HOA") is planned for the residential component of Fleming Farms. All community open space, amenities, landscape tracts, and right-of-way landscaping within the residential component will be owned and maintained by the HOA.

H. Neighborhood Outreach

A summary of neighborhood communications has been provided to City Staff.

I. Adjacent Dairy Notification Plan

The property to the west of Fleming Farms is currently an operating dairy. The owner of the dairy has purchased another facility and has moved the majority of the animals to that facility. The property owner has been involved in litigation with a potential buyer since April, 2005. In discussions with the adjacent property owner, he indicated that a settlement has been reached and that he would be marketing the property for sale to residential developers beginning in June, 2006 and that it is his intent to relocate the remaining cattle from the dairy following the sale of the property.

In the event the dairy has not been relocated prior to the recordation of the Final Plat for Fleming Farms, it shall be a requirement that 1) a statement be placed on the Final Plat indicating that there is a dairy adjacent to the Site and 2) the CC&R's include a provision declaring that the Site is adjacent to an operating dairy. Further, in the event that the dairy has not been relocated prior to the commencement of sales for homes located in Fleming Farms, homebuyers shall be required to sign an affidavit acknowledging that they are aware that the Site is adjacent to an operating diary.

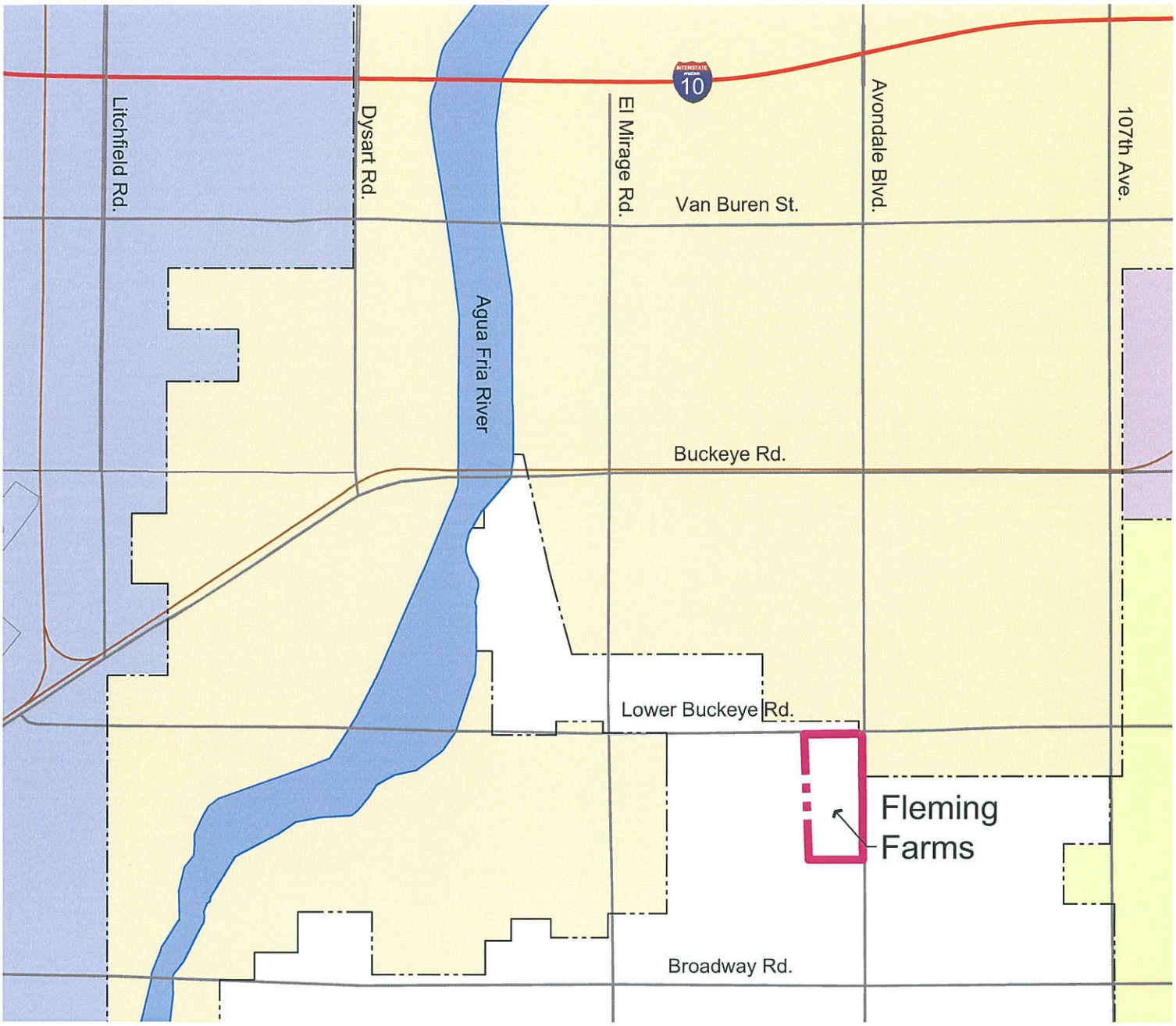
## 7. Development Team

| | |
|---|---|
| **Owners** | Elvin E. and Joan Fleming<br>P.O. Box 299<br>Cashion, AZ 85329<br><br>Evergreen - Avondale & L. Buckeye, L.L.C.<br>2390 E. Camelback Rd., Suite 410<br>Phoenix, Arizona 85016<br>Attn.: Matt Butcher<br>Phone: (602) 808-8600<br>Fax: (602) 808-9100 |
| **Developer** | Evergreen - Avondale & L. Buckeye, L.L.C.<br>2390 E. Camelback Rd., Suite 410<br>Phoenix, Arizona 85016<br>Attn.: Matt Butcher<br>Phone: (602) 808-8600<br>Fax: (602) 808-9100 |
| **Civil Engineering** | CMX<br>7740 N. 16th St., Suite 100<br>Phoenix, Arizona 85020<br>Attn.: Shelby Duplessis<br>Phone: (602) 567-1900<br>Fax: (602) 567-1901 |
| **Zoning** | Burch & Cracchiolo, P.A.<br>702 East Osborn Road, Suite 200<br>Phoenix, Arizona 85014<br>Attn.: Ed Bull<br>Phone: (602) 234-9913<br>Fax: (602) 240-3823 |

## 8. Conclusion

This Fleming Farms PAD is in conformance with the City's General Plan, provides a variety of high-quality residential options, and provides commercial uses to serve surrounding residential communities. Approval is requested.

**Evergreen - Avondale & L. Buckeye, L.L.C.**




Legend

- Project Boundary
- Avondale
- Tolleson
- Phoenix
- Goodyear

# Fleming Farms

Avondale, Arizona

## Vicinity Map

CMX Project Number: 7204
Project Manager: S. Duplessis
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CMX

Legend

Project Boundary

# Fleming Farms

Avondale, Arizona

## Surrounding Land Uses Exhibit

North

CMX Project Number: 7204
Project Manager: S. Duplessis
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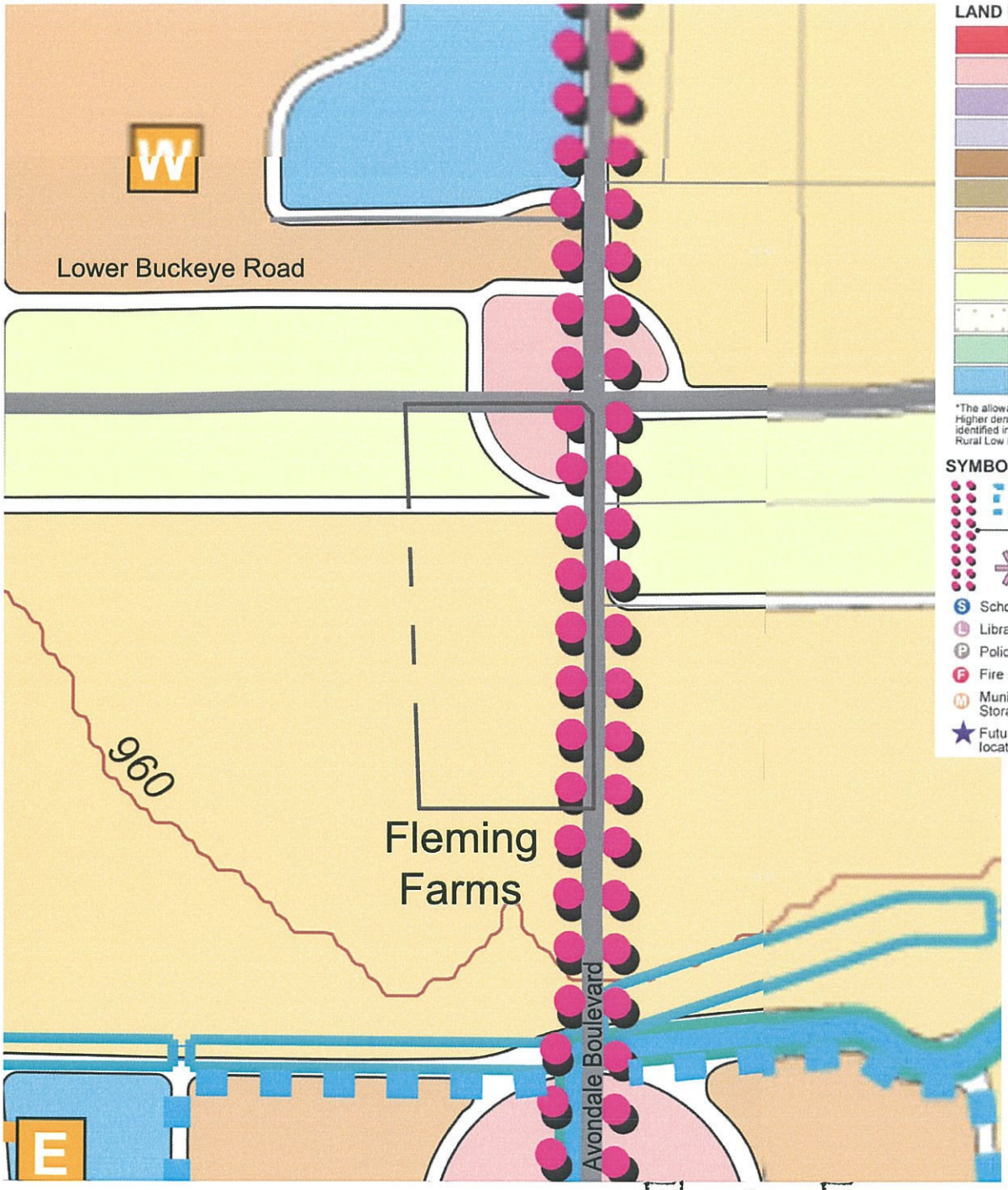


**LAND USE**

- FREEWAY COMMERCIAL (Regional Retail, Light Industrial & Office)
- COMMERCIAL (Neighborhood and Community Retail & Office)
- MIXED USE (Employment, Commercial, Office & Residential)
- EMPLOYMENT (Business Park & Industrial Uses)
- MULTI FAMILY RESIDENTIAL (12+ DU/ ac, Target Density = 12)*
- HIGH DENSITY RESIDENTIAL (8- 12 DU/ ac, Target Density = 8)*
- MEDIUM HIGH DENSITY RESIDENTIAL (4 - 8 DU/ ac, Target Density = 4)*
- MEDIUM DENSITY RESIDENTIAL (2.5 - 4 DU/ ac, Target Density = 2.5)*
- LOW DENSITY RESIDENTIAL (1 - 2.5 DU/ ac, Target Density = 1)*
- RURAL LOW DENSITY RESIDENTIAL (0 - 1 DU/ ac, n/a)*
- OPEN SPACE
- PUBLIC FACILITIES

*The allowable density is the bottom of the density range. Higher densities may be approved by meeting the criteria identified in the Land Use Element (does not apply to Rural Low Density).

**SYMBOLS**

- GROWTH AREA
- COMMERCIAL & EMPLOYMENT CORRIDOR
- POTENTIAL RESORT
- School
- Library
- Police Station
- Fire station
- Municipal Bldgs & Storage Facilities
- Future City Hall location
- Waste Water Treatment Plant
- SRP Sub-Stations
- SRP Wells
- Avondale Well Sites
- In-Service
- Out-of-Service

# Fleming Farms

Avondale, Arizona

## General Plan Exhibit

CMX Project Number: 7204
Project Manager: S. Duplessis
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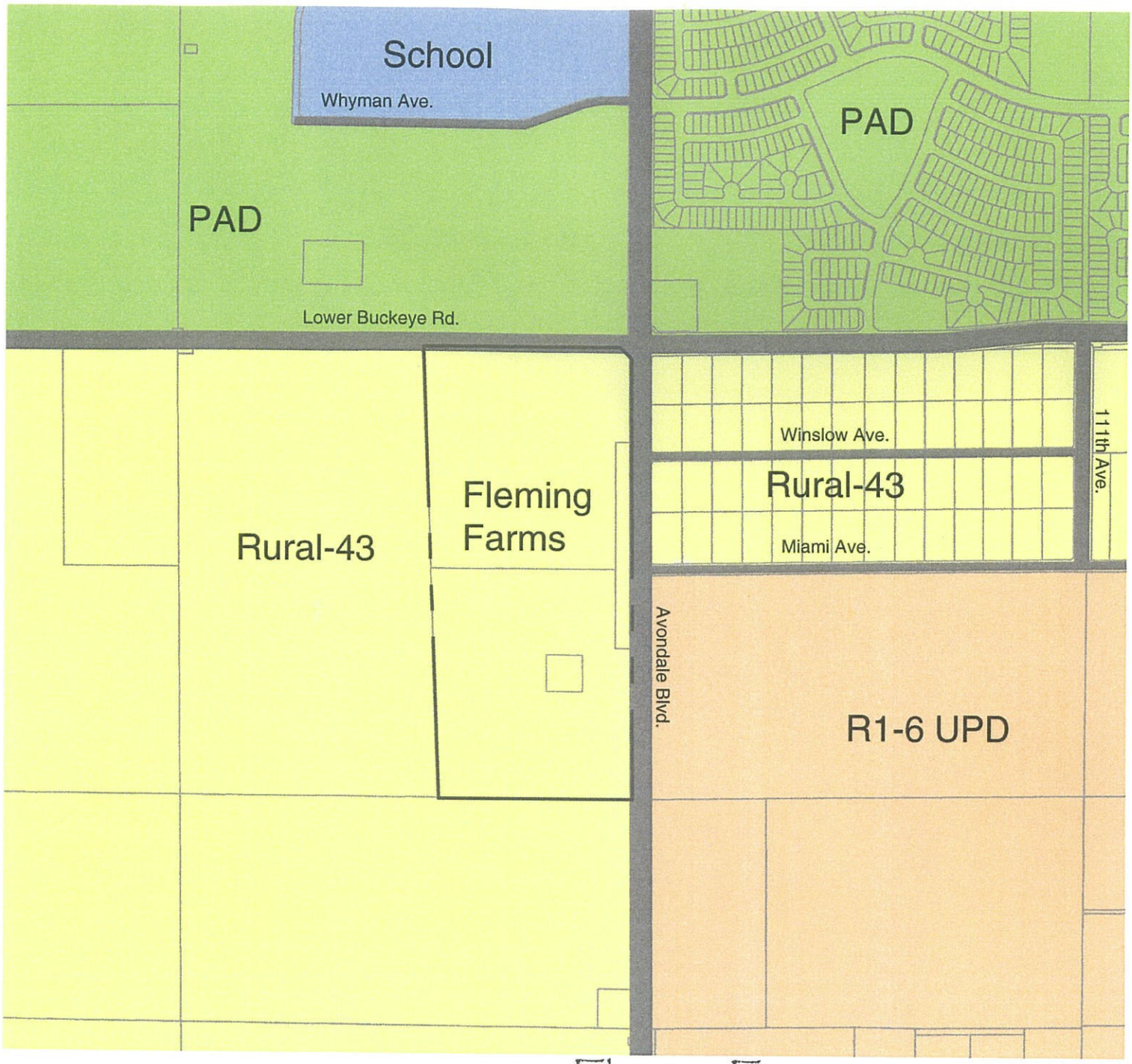


# Fleming Farms

Avondale, Arizona

## Existing Zoning Exhibit

Legend

- Project Boundary
- Parcel Boundary
- Rural-43
- R1-6 UPD
- PAD
- School

CMX Project Number: 7204
Project Manager: S. Duplessis
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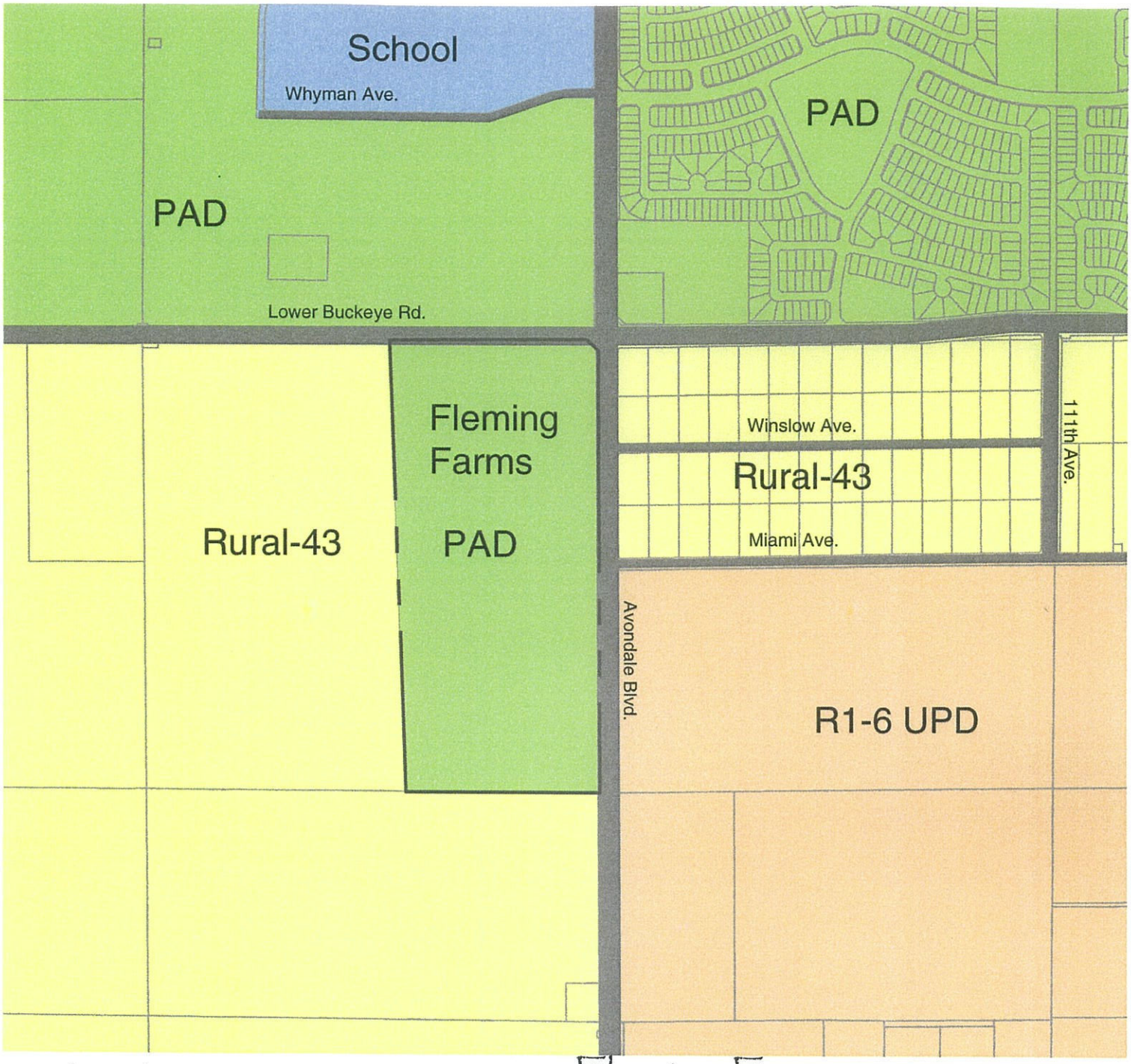


## Legend

- Project Boundary
- Parcel Boundary
- Rural-43
- R1-6 UPD
- PAD
- School

# Fleming Farms

Avondale, Arizona

## Proposed Zoning Exhibit

CMX Project Number: 7204
Project Manager: S. Duplessis
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# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE OPEN SPACE PLAN

## WATER CONSERVATION NARRATIVE

The landscape vision for the Fleming Farms residential development will be grounded in the agrarian tradition. The concept for the streetscape design will consist of a rythmic placement of trees along streets and a lush and formal understory planting of flowering shrubs with turf groundcover. We have chosen low water-use drought tolerant plant material for the entire project. The trees chosen will be Dalbergia Sissoo, Alee Elm, Live Oak, and Pistache to set the theme of our tree lined streets. We will then use native desert trees such as the Sweet Acacia, Mesquite, and Palo Brea to accent unique areas and entries along with colorful flowering plantings such as Leucophyllum, Ruellia, Red Yucca and Penstemon.

We will utilize shade trees to create private Bosque's and shaded areas around the perimeter of the turf for passive activities such as picnicking or reading a book, while leaving the "central area" of turf open for active recreation. In addition, open space planting will consist of our desert trees planted in groupings. We will cluster shrubs and groundcovers to give a lush feel while minimizing plant costs and water use. Succulents and grasses will be utilized in key areas to create variety and unique points of interest throughout the landscape.

## PLANT LEGEND

| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **TREES** | | |
| | ACACIA FARNESIANA SWEET ACACIA | 24" BOX |
| | CERCIDIUM PRAECOX PALO UREA | 15 GAL |
| | DALBERGIA SISSOO SISSO TREE | 24" BOX |
| | CHILOPSIS LINEARIS DESERT WILLOW | 24" BOX |
| | PISTACIA CHINENSIS CHINESE PISTACHE | 24" BOX |
| | PROSOPIS CHILENSIS CHILEAN MESQUITE | 24" BOX |
| | QUERCUS VIRGINIANA SOUTHERN LIVE OAK | 24" BOX |
| | ULMUS PARVIFOLIA EVERGREEN ELM | 24" BOX |
| **SHRUBS** | | |
| | BOUGAINVILLEA 'B. KARST' B. KARST BOUGAINVILLEA | 5 GAL |
| | CAESALPINIA GILLIESII YELLOW BIRD OF PARADISE | 5 GAL |
| | CALLIANDRA MARICOPA RED MARICOPA RED CALLIANDRA | 5 GAL |
| | CALLIANDRA ERIOPHYLLA PINK FARRY DUSTER | 5 GAL |
| | CALLISTEMON V. 'LITTLE JOHNS' DWARF BOTTLE BRUSH | 5 GAL |
| | DALEA FRUTESCENS BLACK DALEA | 5 GAL |
| | DODONEA VISCOSA PURPUREA PURPLE HOPBUSH | 5 GAL |
| | HYPTIS EMORYI DESERT LAVENDER | 5 GAL |
| | LEUCOPHYLLUM LAEVIGATUM CHIHUAHUAN SAGE | 5 GAL |
| | LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE | 5 GAL |
| | LEUCOPHYLLUM FRUTESCENS LYNNS LEGACY SAGE | 5 GAL |
| **SHRUBS** | | |
| | VIGUIERA DELTOIDEA GOLDEN EYE | 5 GAL |
| | HARDENBERGIA VIOLACEA PURPLE LILAC | 5 GAL |
| | ROSMARINUS OFFICINALIS DWARF ROSEMARY | 5 GAL |
| | RUELLIA BRITTONIANA PURPLE RUELLIA | 5 GAL |
| | RUELLIA BRITTONIANA CHI CHI PINK RUELLIA | 5 GAL |
| | RUELLIA BRITTONIANA KATIE PURPLE DWARF RUELLIA | 5 GAL |
| | BUDDLEIA MARRUBIFOLIA BUTTERFLY BUSH | 5 GAL |
| | SOPHORA SECUNDIFLORA MESCAL BEAN | 5 GAL |
| | TECOMA STANS VAR. ANGUSTIFOLIA ARIZONA YELLOW BELLS | 5 GAL |
| **ACCENTS** | | |
| | AGAVE ATTENUATTA FOXTAIL AGAVE | 5 GAL |
| | AGAVE AMERICANA VAR. MEDIO PICTA VARIGATED AGAVE | 5 GAL |
| | EUPHORBIA BIGLANDULOSA GOPHER PLANT | 5 GAL |
| | HESPERALOE PARVIFLORA RED YUCCA | 5 GAL |
| | MUHLENBERGIA CAPILLARIS REGAL MIST | 5 GAL |
| | MUHLENBERGIA RIGENS DEER GRASS | 5 GAL |
| | YUCCA RECURVIFOLIA SPINELESS YUCCA | |
| **PERENNIALS** | | |
| | BAILEYA MULTIRADIATA DESERT MARIGOLD | 1 GAL |
| | HYMENOXYS ACAULIS ANGELITA DAISY | 1 GAL |
| | PENSTEMON PARRYI PARRY'S PENSTEMON | 1 GAL |
| **GROUNDCOVER** | | |
| | ACACIA REDOLENS DESERT CARPET ACACIA | 5 GAL |
| | BACCHARIS HYBRID STARN | 5 GAL |
| | CHRYSACTINIA MEXICANA DAMIANITA | 1 GAL |
| | CONVOVULUS CNEORUM BUSH MORNING GLORY | 5 GAL |
| | DALEA GREGGII TRAILING INDIGO BUSH | 5 GAL |
| | LANTANA SP. TRAILING LANTANA | 1 GAL |
| | MYOPORUM PARVIFOLIUM DWARF MYOPORUM | 1 GAL |
| | ROSMARINUS OFFICINALIS TRAILING ROSEMARY | 5 GAL |
| | VERBENA PERUVIANA PERUVIAN VERBENA | 1 GAL |
| | WEDELIA TRILOBATA YELLOW DOTS | 1 GAL |
| | TURF CYNODON DACTYLON 'CELEBRATION' | |

NOTE:
ALL TREES IN SITE LINES SHALL CONFORM TO AASHTO VISIBILITY TRIANGLES ON ALL ARTERIAL CONNECTIONS.

Location Map

### Site Data

| Parcel | Tract | Area (sq ft) | Area (Ac.) | Description | Active Open Space (sq ft) | Active Open Space (Ac.) |
|---|---|---|---|---|---|---|
| 2 | A | 13,065.57 | 0.30 | Landscape, Drainage | - | - |
| 2 | B | 3,852.50 | 0.09 | Landscape, Trail | 3,852.50 | 0.09 |
| 2 | C | 11,153.24 | 0.26 | Landscape, Trail, Amenity | 11,153.24 | 0.26 |
| 2 | D | 27,207.18 | 0.62 | Landscape, Drainage | - | - |
| 2 | E1 | 13,716.98 | 0.31 | Landscape, Drainage | - | - |
| 2 | E2 | 24,228.30 | 0.56 | Landscape, Drainage | - | - |
| 2 | E3 | 157,468.38 | 3.61 | LS, Drainage, Trail, Amenity | 157,468.38 | 3.61 |
| 2 | F | 2,200.00 | 0.05 | Landscape | - | - |
| 2 | G | 4,575.00 | 0.11 | Landscape, Trail | 4,575.00 | 0.11 |
| 2 | H | 6,975.00 | 0.16 | Landscape | - | - |
| 2 | I | 2,100.00 | 0.05 | Landscape | - | - |
| 2 | J | 9,326.16 | 0.21 | Landscape, Trail | 9,326.16 | 0.21 |
| 2 | K | 2,101.31 | 0.05 | Landscape | - | - |
| 2 | L | 39,541.70 | 0.91 | Landscape, Drainage | - | - |
| 2 | M | 13,430.76 | 0.31 | Landscape, Trail | 13,430.76 | 0.31 |
| 2 | N | 2,158.16 | 0.05 | Landscape | - | - |
| 2 | O | 76,909.37 | 1.77 | LS, Drainage, Trail, Amenity | 76,909.37 | 1.77 |
| 2 | P | 1,049.27 | 0.02 | Landscape | - | - |
| 2 | Q | 765.50 | 0.02 | Landscape | - | - |
| **Parcel 2 Subtotal:** | | **411,824.38** | **9.46** | | **276,715.41** | **6.36** |

### Active/Passive Open Space

| Parcel | Active O.S. | Passive O.S. | Total |
|---|---|---|---|
| Parcel 2 | 6.36 Ac | 3.10 Ac | 9.46 Ac |
| Percent: | 12.80% | 6.20% | 19.00% |

CLELAND-GROUP

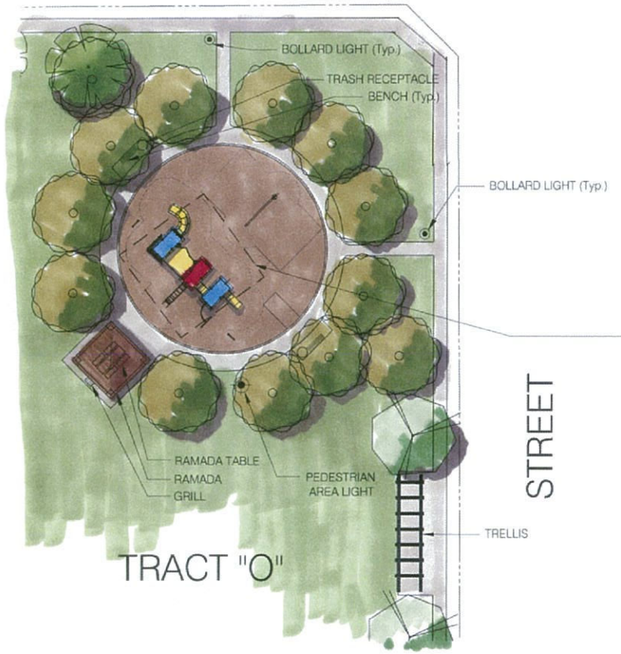
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT 16952 DANIEL J. CLELAND ARIZONA, U.S.A.

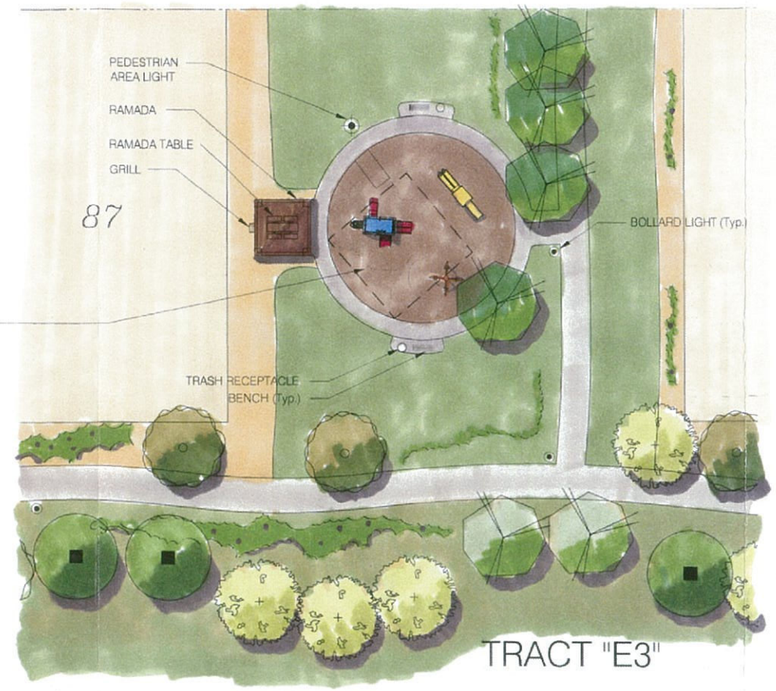
# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE
## ACTIVE AREA/OPEN SPACE



TOT LOT
Shade Canopy




## TOT LOT A
## (Ages 5-12)

| Model | Description | Qty |
|---|---|---|
| | CUSTOM DESIGN 30353AZ - AGES 5 TO 12 ACCOMOOATES 45 TO 50 CHILDREN | |
| 7145109 | RECT OPEN DECK (ATTACHES TO 6 POSTS) MT II | 3 |
| 714720 | OUTRIGGER CLIMBER (5 & 6'6" DECK) | 1 |
| 71473845 | FOSSIL BLUFF CLIMBER (5' SQUARE DECK) | 2 |
| 7147631 | CRITTER PUZZLE PANEL | 1 |
| 714808 | CLIMBING POLE (3', 5' OR 6'6" DECK) | 1 |
| 714815 | VERTICAL LADDER CLIMBER (5' DECK) | 2 |
| 714850 | CHAMELEON SLIDE ENTRY & EXIT SECTION | 1 |
| 714850Z | CHAM EXIT SECTION PRICE INCLUDED IN 714850 | 1 |
| 7148503 | CHAMELEON SLIDE LEFT TURN SECTION | 3 |
| 71485139 | SQUARE TRANSFER POINT W/CLOSED HR (3' DECK) | 1 |
| 7148662 | TRIPLE PLAY ROOF, MID-MID | 3 |
| 7148951 | BARN WALL PANEL | 4 |
| 7148953B | BARN WINDOW PANEL (BELOW DECK) | 6 |
| 714928 | WAVY WAFFLE WALL WALKER BTWN 4' OR 5' DECKS | 1 |
| 714953 | SINGLE "L" RAIL W/END CLIMBER | 1 |
| 71495949 | ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN | 1 |
| 7149941 | FUN FONE PAIR (2 FONES) W/ONE (1) POST | 2 |
| 2012 | 8' TWING SWG FRAME ONLY 2 SEATS REQ MC | 1 |
| 2840 | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR) | 1 |
| 2960 | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR) | 1 |

## TOT LOT B
## (Ages 2-5)

| Model | Description | Qty |
|---|---|---|
| | CUSTOM DESIGN 30353AZ - AGES 2 TO 5 ACCOMODATES 25 TO 30 CHILDREN | |
| 7145109 | RECT OPEN DECK (ATTACHES TO 6 POSTS) MT II | 1 |
| 714552 | 5" OD X 136" POST (3' TO 5' DECKS) | 2 |
| 714573 | 5" OD X 168" POST FOR ROOF (3'6"-5' DECK) | 4 |
| 714700 | 5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK) | 1 |
| 71475734 | 45 DEG SLOPED CLIMBING WALL (3' & 4' DECK) | 1 |
| 714787 | TOT ROCK CLIMBER (3' DECK) | 1 |
| 71485139 | SQUARE TRANSFER POINT W/CLOSED HR (3' DECK) | 1 |
| 7148662 | TRIPLE PLAY ROOF, MID-MID | 1 |
| 7148951 | BARN WALL PANEL | 2 |
| 7148953B | BARN WINDOW PANEL (BELOW DECK) | 2 |
| 926 | FOUR-WAY ANIMAL HOP | 1 |
| N/A | JENNINGS TRACTOR | 1 |

## PLANT LEGEND

| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **TREES** | | |
| | ACACIA FARNESIANA SWEET ACACIA | 24" BOX |
| | CERCIDIUM PRAECOX PALO BREA | 15 GAL |
| | DALBERGIA SISSOO SISOO TREE | 24" BOX |
| | CHILOPSIS LINEARIS DESERT WILLOW | 24" BOX |
| | PISTACIA CHINENSIS CHINESE PISTACHE | 24" BOX |
| | PROSOPIS CHILENSIS CHILEAN MESQUITE | 24" BOX |
| | QUERCUS VIRGINIANA HERITAGE LIVE OAK | 24" BOX |
| | ULMUS PARVIFOLIA EVERGREEN ELM | 24" BOX |
| **SHRUBS** | | |
| | BOUGAINVILLEA 'B. KARST' B. KARST BOUGAINVILLEA | 5 GAL |
| | CAESALPINIA GILLIESII YELLOW BIRD OF PARADISE | 5 GAL |
| | CALLIANDRA MARICOPA RED MARICOPA RED CALLIANDRA | 5 GAL |
| | CALLIANDRA ERIOPHYLLA PINK FAIRY DUSTER | 5 GAL |
| | CALLISTEMON V. 'LITTLE JOHNS' DWARF BOTTLE BRUSH | 5 GAL |
| | DALEA FRUTESCENS BLACK DALEA | 5 GAL |
| | DODONEA VISCOSA 'PURPUREA' PURPLE HOPBUSH | 5 GAL |
| | HYPTIS EMORYI DESERT LAVENDER | 5 GAL |
| | LEUCOPHYLLUM LAEVIGATUM CHIHUAHUAN SAGE | 5 GAL |
| | LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE | 5 GAL |
| | LEUCOPHYLLUM FRUTESCENS LYNNS LEGACY SAGE | 5 GAL |
| **SHRUBS** | | |
| | VIGUIERA DELTOIDEA GOLDEN EYE | 5 GAL |
| | HARDENBERGIA VIOLACEA PURPLE LILAC | 5 GAL |
| | ROSMARINUS OFFICINALIS DWARF ROSEMARY | 5 GAL |
| | RUELLIA BRITTONIANA PURPLE RUELLIA | 5 GAL |
| | RUELLIA BRITTONIANA 'CHI CHI' PINK RUELLIA | 5 GAL |
| | RUELLIA BRITTONIANA 'KATIE' PURPLE DWARF RUELLIA | 5 GAL |
| | BUDDLEIA MARRUBIFOLIA BUTTERFLY BUSH | 5 GAL |
| | SOPHORA SECUNDIFLORA MESCAL BEAN | 5 GAL |
| | TECOMA STANS VAR. ANGUSTIFOLIA ARIZONA YELLOW BELLS | 5 GAL |
| **ACCENTS** | | |
| | AGAVE ATTENUATTA FOXTAIL AGAVE | 5 GAL |
| | AGAVE AMERICANA VAR. MEDIO PICTA VARIGATED AGAVE | 5 GAL |
| | EUPHORBIA BIGLANDULOSA GOPHER PLANT | 5 GAL |
| | HESPERALOE PARVIFLORA RED YUCCA | 5 GAL |
| | MUHLENBERGIA CAPILLARIS REGAL MIST | 5 GAL |
| | MUHLENBERGIA RIGENS DEER GRASS | 5 GAL |
| | YUCCA RECURVIFOLIA SPINELESS YUCCA | 5 GAL |
| **PERENNIALS** | | |
| | BAILEYA MULTIRADIATA DESERT MARIGOLD | 1 GAL |
| | HYMENOXYS ACAULIS ANGELITA DAISY | 1 GAL |
| | PENSTEMON PARRYI PARRY'S PENSTEMON | 1 GAL |
| **GROUNDCOVER** | | |
| | ACACIA REDOLENS DESERT CARPET ACACIA | 5 GAL |
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| | CHRYSACTINIA MEXICANA DAMIANITA | 1 GAL |
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| | WEDELIA TRILOBATA YELLOW DOTS | 1 GAL |
| | TURF CYNODON DACTYLON 'CELEBRATION' | |

Location Map

North

CLELAND-GROUP

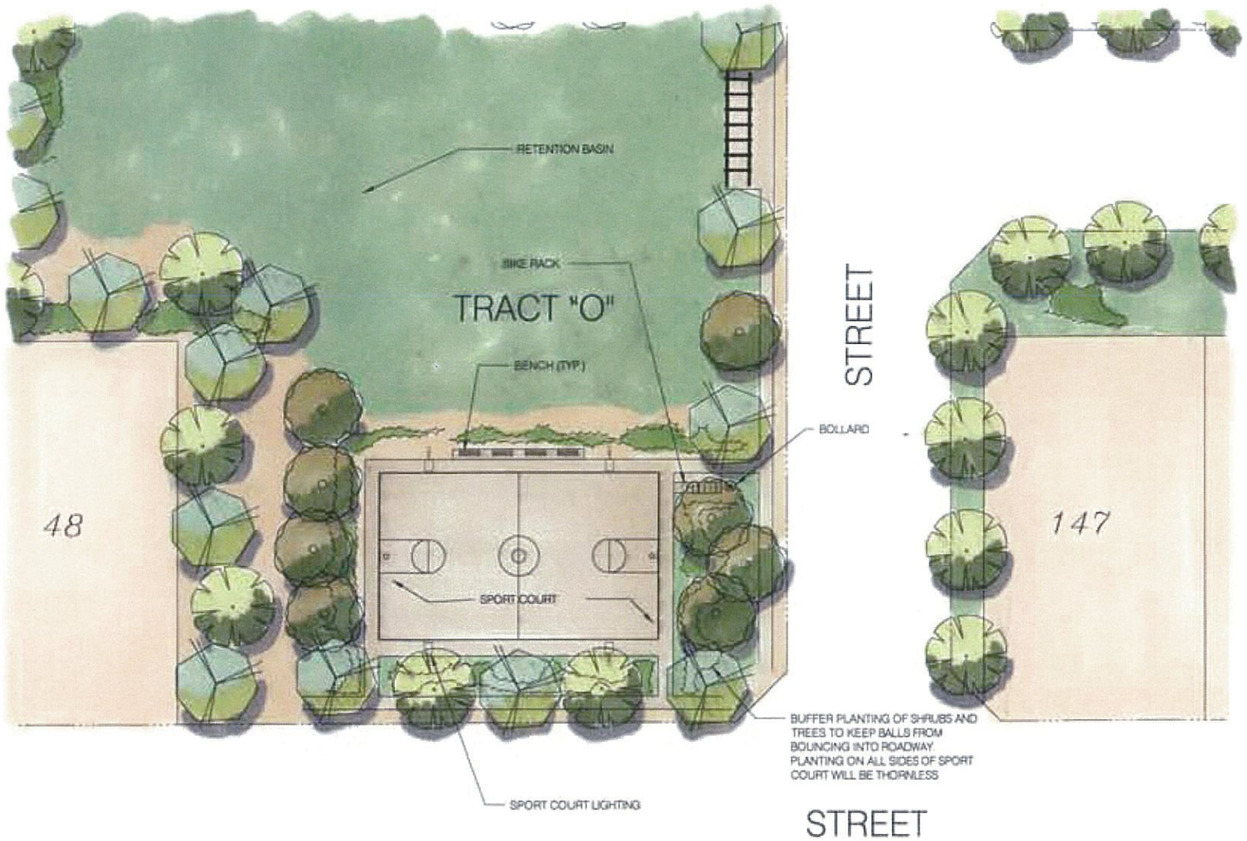
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT
16952
DANIEL J. CLELAND
ARIZONA U.S.A.

# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE
## ACTIVE AREA/OPEN SPACE




SPORT COURT
(Teens & Adults)

PLANT LEGEND

| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **TREES** | | |
| | ACACIA FARNESIANA SWEET ACACIA | 24" BOX |
| | CERCIDIUM PRAECOX PALO BREA | 15 GAL. |
| | DALBERGIA SISSOO SISOO TREE | 24" BOX |
| | CHILOPSIS LINEARIS DESERT WILLOW | 24" BOX |
| | PISTACIA CHINENSIS CHINESE PISTACHE | 24" BOX |
| | PROSOPIS CHILENSIS CHILEAN MESQUITE | 24" BOX |
| | QUERCUS VIRGINIANA HERITAGE LIVE OAK | 24" BOX |
| | ULMUS PARVIFOLIA EVERGREEN ELM | 24" BOX |

| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **SHRUBS** | | |
| | BOUGAINVILLEA S. KARST & KARST BOUGAINVILLEA | 5 GAL |
| | CAESALPINIA GILLIESII YELLOW BIRD OF PARADISE | 5 GAL |
| | CALLIANDRA MARICOPA RED MARICOPA RED CALLIANDRA | 5 GAL |
| | CALLIANDRA ERIOPHYLLA PINK FAIRY DUSTER | 5 GAL |
| | CALLISTEMON V. LITTLE JOHN® DWARF BOTTLE BRUSH | 5 GAL |
| | DALEA FRUTESCENS BLACK DALEA | 5 GAL |
| | DODONEA VISCOSA PURPUREA PURPLE HOPBUSH | 5 GAL |
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| | LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE | 5 GAL |
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| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **SHRUBS** | | |
| | VIGUIERA DELTOIDEA GOLDEN EYE | 5 GAL |
| | HARDENBERGIA VIOLACEA PURPLE LILAC | 5 GAL |
| | ROSMARINUS OFFICINALIS DWARF ROSEMARY | 5 GAL |
| | RUELLIA BRITTONIANA PURPLE RUELLIA | 5 GAL |
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| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
| **ACCENTS** | | |
| | AGAVE ATTENUATA FOXTAIL AGAVE | 5 GAL |
| | AGAVE AMERICANA VAR. MEDIO PICTA VARIGATED AGAVE | 5 GAL |
| | EUPHORBIA BIGLANDULOSA GOPHER PLANT | 5 GAL |
| | HESPERALOE PARVIFLORA RED YUCCA | 5 GAL |
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| | MUHLENBERGIA RIGENS DEER GRASS | 5 GAL |
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| **PERENNIALS** | | |
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| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
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| | ACACIA REDOLENS DESERT CARPET ACACIA | 5 GAL |
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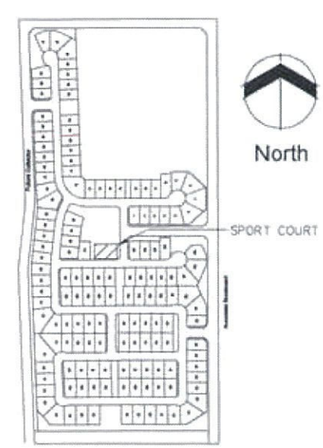



Location Map

CLELAND GROUP

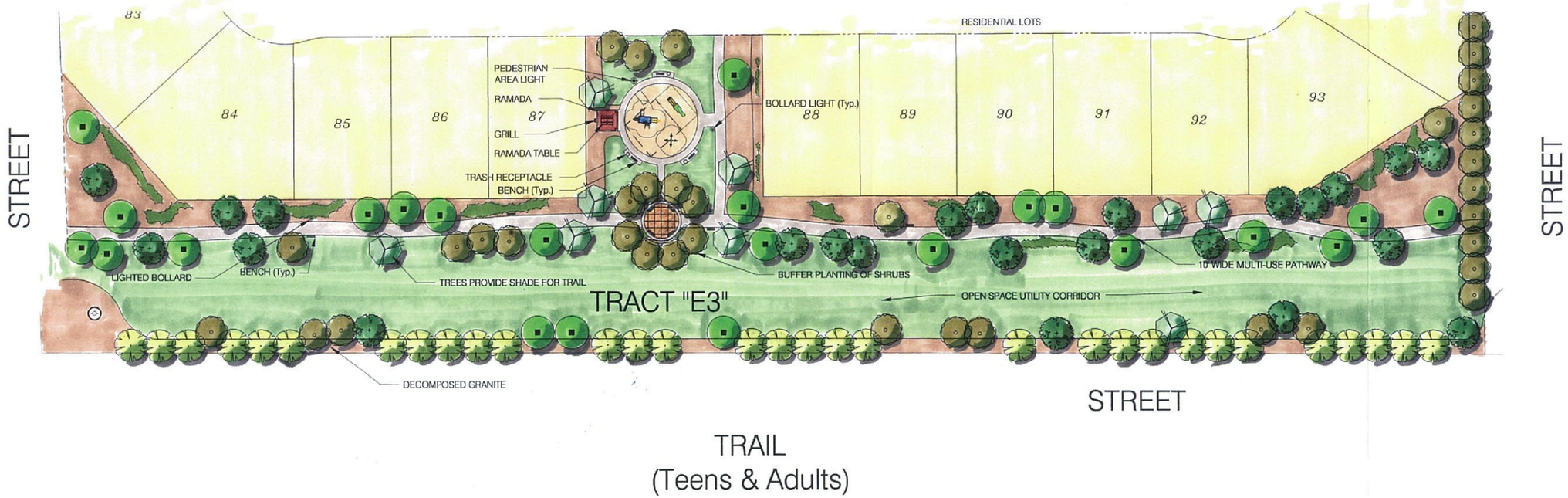
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

16852 DANIEL J. CLELAND

# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE ACTIVE AREA/OPEN SPACE




## PLANT LEGEND

| SYMBOL | BOTANICAL / COMMON NAME | SIZE |
|---|---|---|
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Location Map

North

CLELAND-GROUP

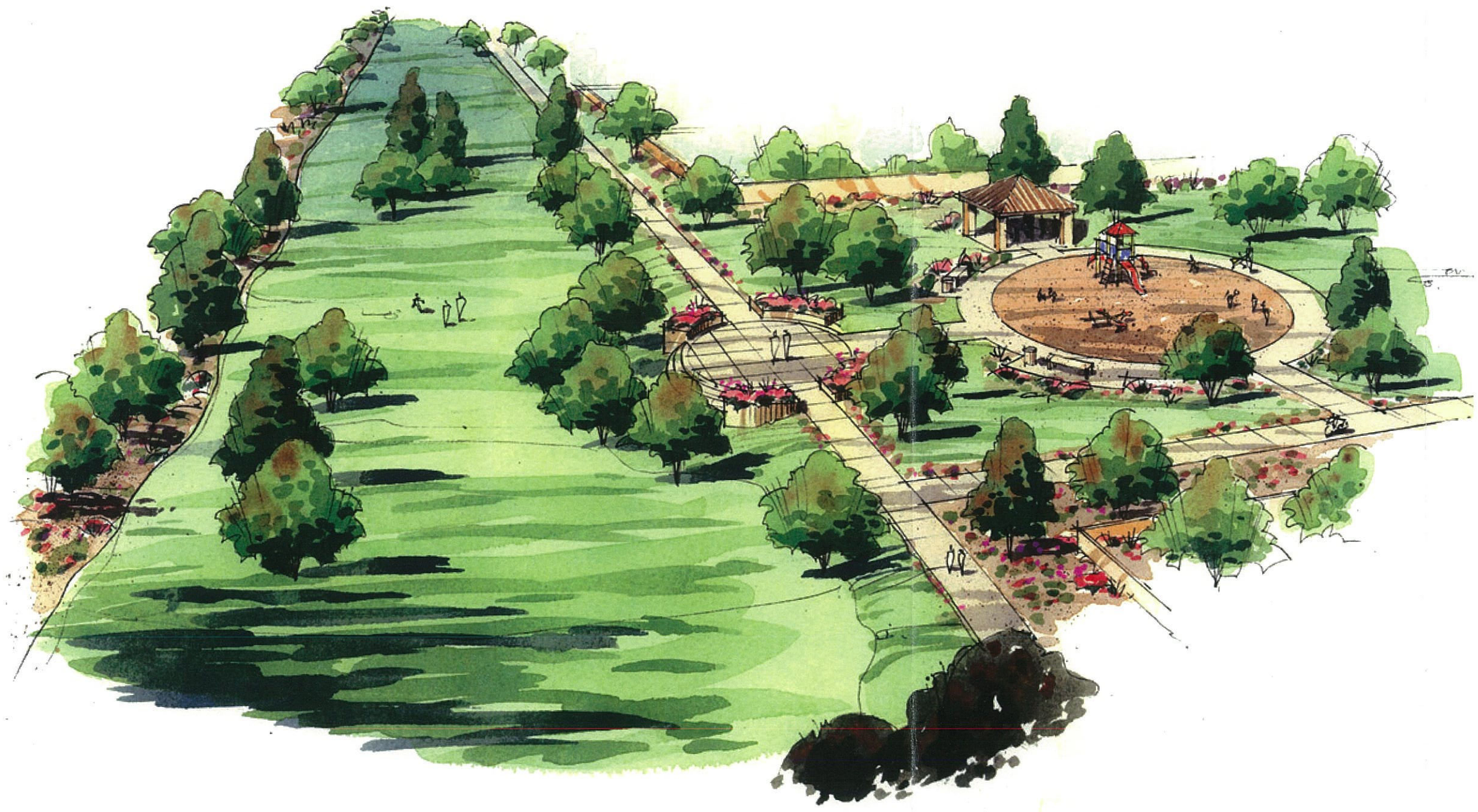
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 16952
DANIEL J. CLELAND
ARIZONA, U.S.A.

# Fleming Farms

Avondale, Arizona
Planned Area Development District

## PERSPECTIVE VIEW - ACTIVE OPEN SPACE



CLELAND GROUP

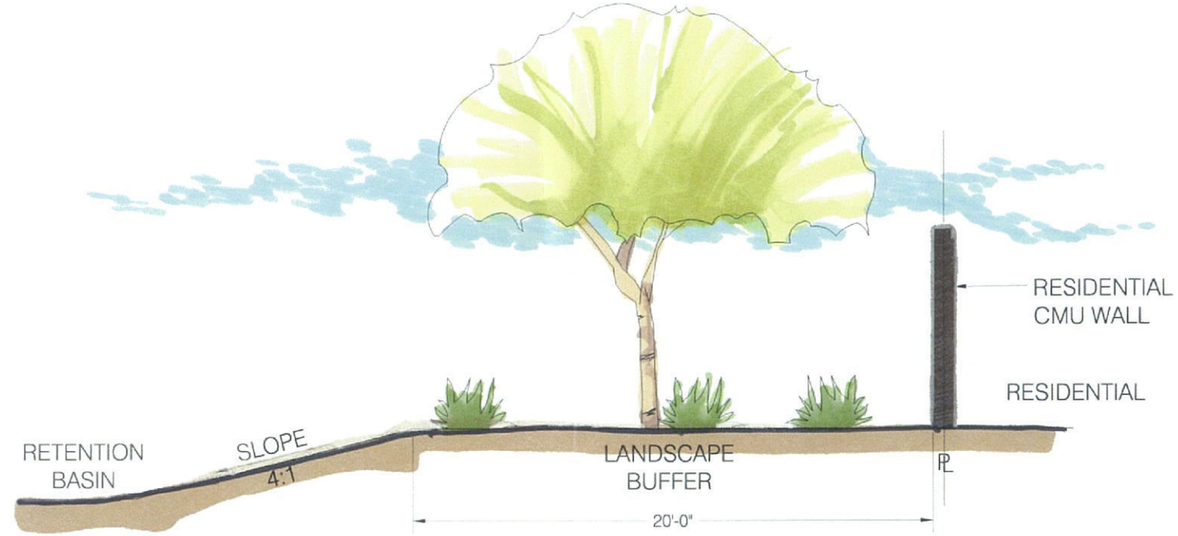
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

14853
DANIEL J.
CLELAND

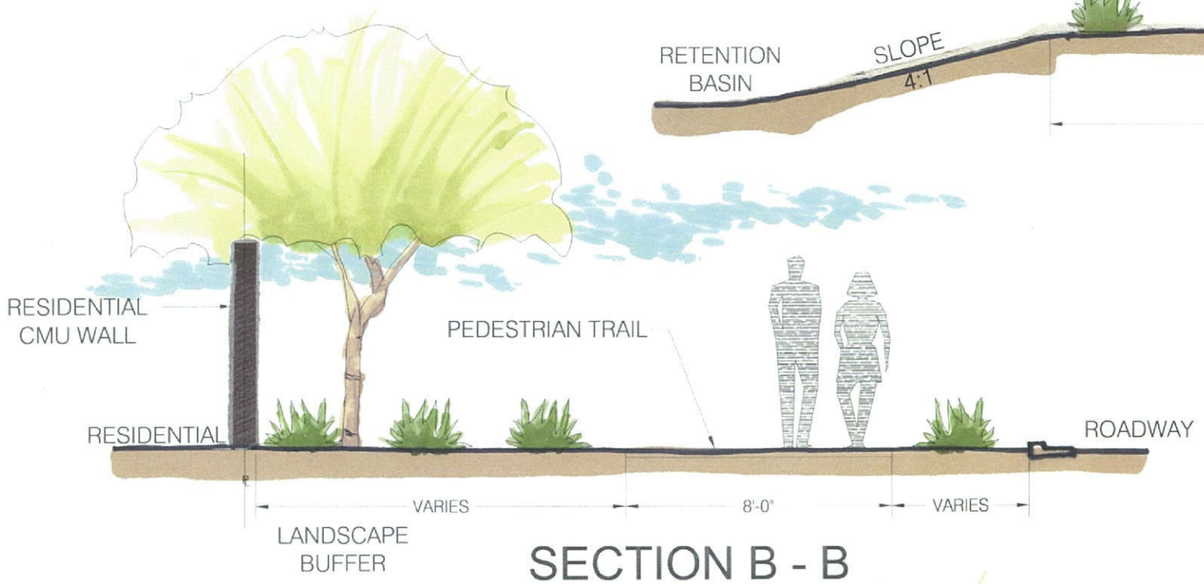
# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE
## ACTIVE AREA/OPEN SPACE




SECTION A - A

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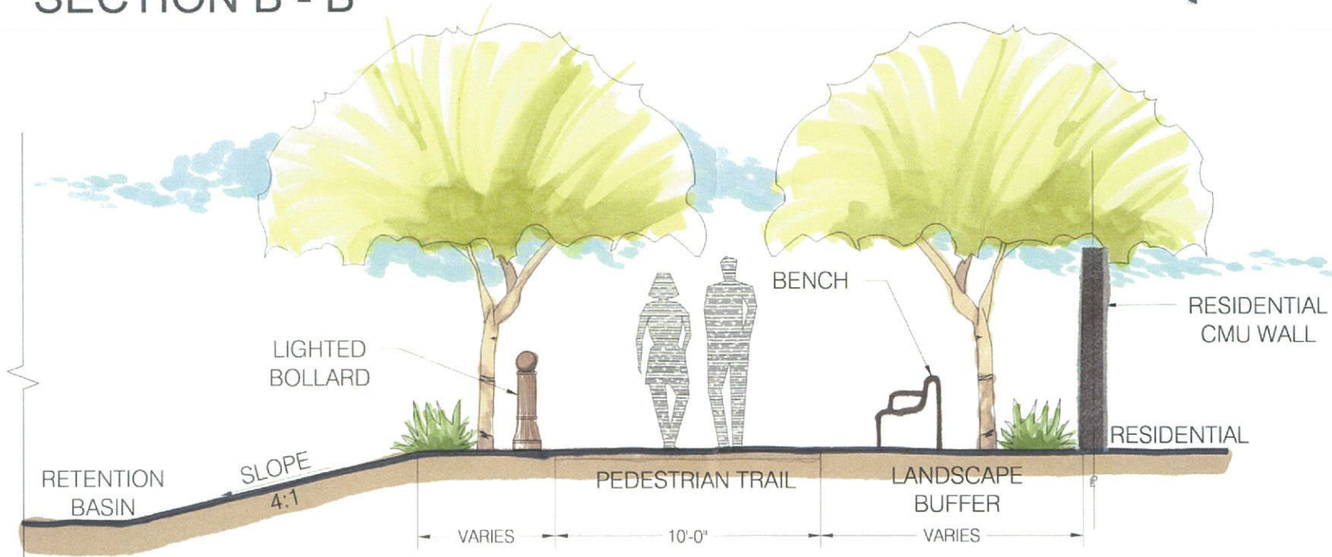
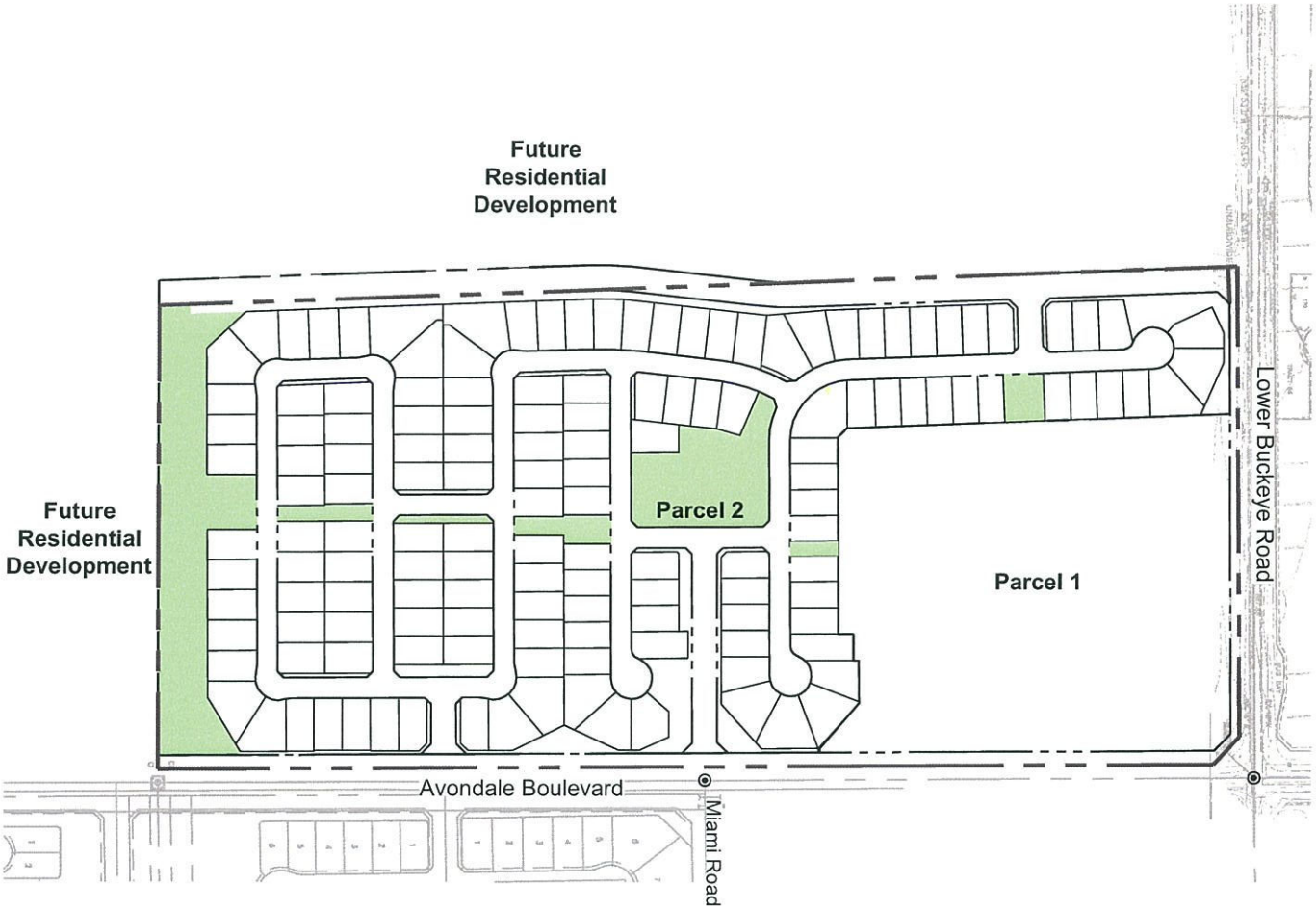



SECTION C - C

CLELAND-GROUP

Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
16952
DANIEL J
CLELAND
ARIZONA U.S.A.




Project Boundary

Parcel Boundary

Active Open Space

# Fleming Farms

Avondale, Arizona

## Conceptual Active Open Space Exhibit

North

### Residential Site Data

**Net Residential Area** = 49.7 ac
**Active Open Space** = 6.36 ac
**Active Open Space Percentage** = 12.8 %*

*based on Net Residentaial Area

CMX Project Number: 7204
Project Manager: S. Duplessis
U:\7200\7204\Planning\P-Exhibits\Submittals\PAD\3rd Submittal\7204-Active Open Space Exhibit.dwg
Aug 04, 2006 10:30am

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FLEMING farms

PRIMARY ENTRY

PRIMARY ENTRY MONUMENTATION

Scale: N.T.S.

CLELAND-GROUP

Project #: 50063-09

August 2006

Project Manager: RP

Designed By: STAFF

Graphics By: STAFF

Drawn By: STAFF

FLEMING farms

SECONDARY ENTRY

SECONDARY ENTRY MONUMENTATION

Scale: N.T.S.

CLELAND GROUP

Project #: 50063-09

August 2006

Project Manager: RP

Designed By: STAFF

Graphics By: STAFF

Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT 16962 DANIEL A. CLELAND ARIZONA, U.S.A.

FLEMING farms

TRELLIS

TRELLIS OPENSPACE ENTRY

Scale: N.T.S.

CLELAND-GROUP

Project #: 50063-09

August 2006

Project Manager: RP

Designed By: STAFF

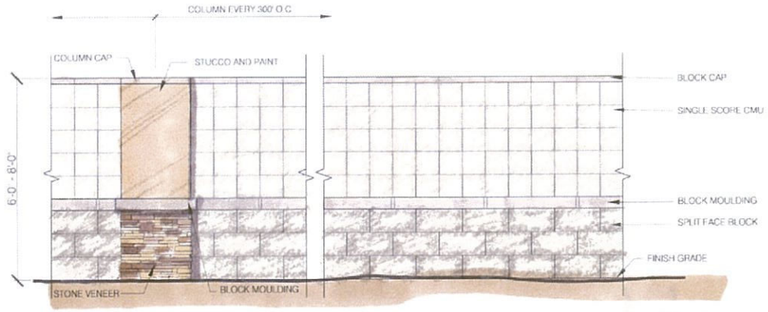
Graphics By: STAFF

Drawn By: STAFF

# Fleming Farms

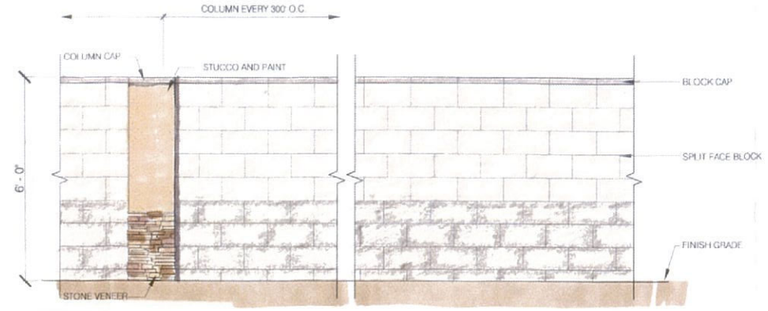
Avondale, Arizona
Planned Area Development District

## HARDSCAPE DETAILS



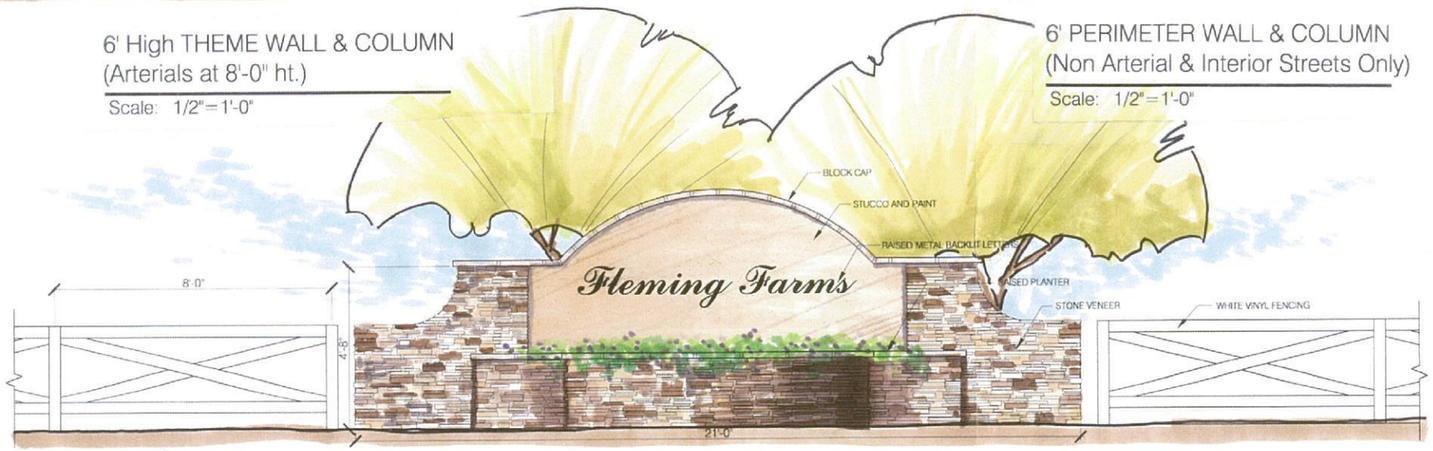

6' High THEME WALL & COLUMN
(Arterials at 8'-0" ht.)

Scale: 1/2" = 1'-0"




6' PERIMETER WALL & COLUMN
(Non Arterial & Interior Streets Only)

Scale: 1/2" = 1'-0"

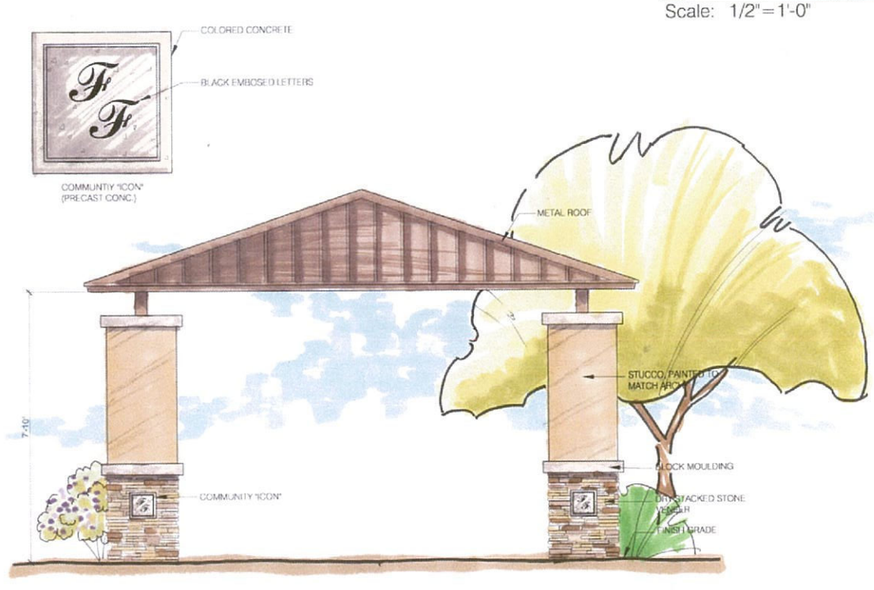



ENTRY MONUMENTATION

Scale: 1/2" = 1'-0"

SECONDARY MONUMENTATION

Scale: 1/2" = 1'-0"




COMMUNITY RAMADA

Scale: 1/2" = 1'-0"

TRELLIS

Scale: 1/2" = 1'-0"

CLELAND-GROUP

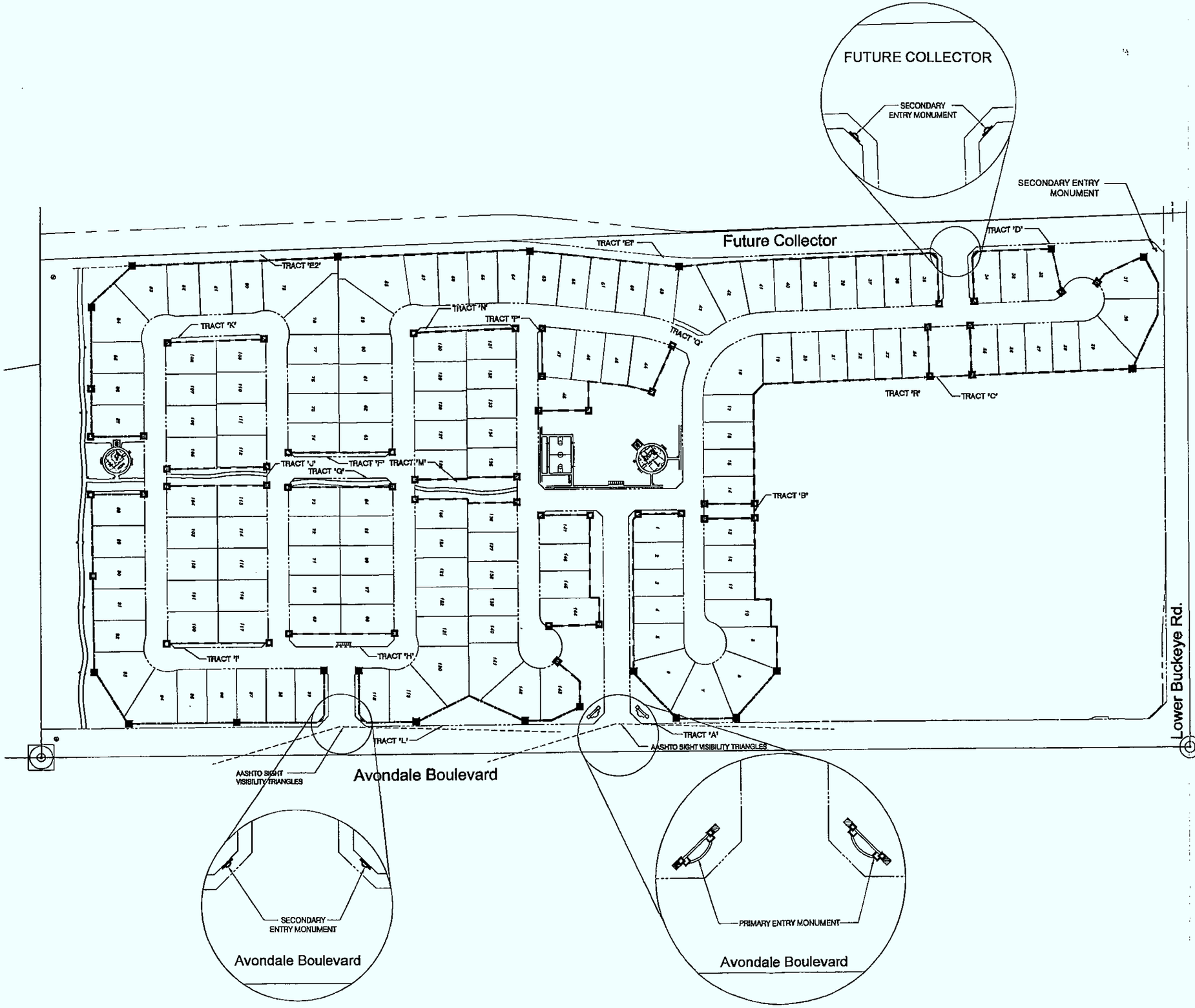
Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

ARIZONA REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 16952 DANIEL J. CLELAND

# Fleming Farms

Avondale, Arizona
Planned Area Development District

## WALL PLAN

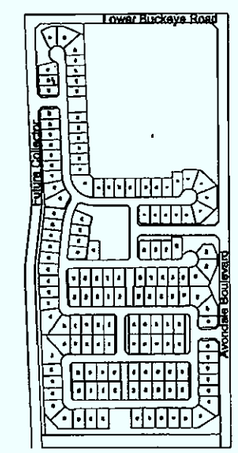



North

0 50' 100' 200'
Scale: 1" = 100'

### WALL LEGEND

| SYMBOL | DESCRIPTION | AMOUNT |
|---|---|---|
| | PRIMARY ENTRY MONUMENT | 2 |
| | SECONDARY ENTRY MONUMENT | 5 |
| | 6' PERIMETER WALL | 7,932 L.F. |
| | 6' THEME WALL (8' at Arterial) | 2,864 L.F. |
| | 16" SQUARE COLUMNS | 51 |
| | 24" SQUARE COLUMNS | 20 |
| | 16' x 16' RAMADA | 2 |
| | TRELLIS | 2 |




North

Location Map

CLELAND GROUP

Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

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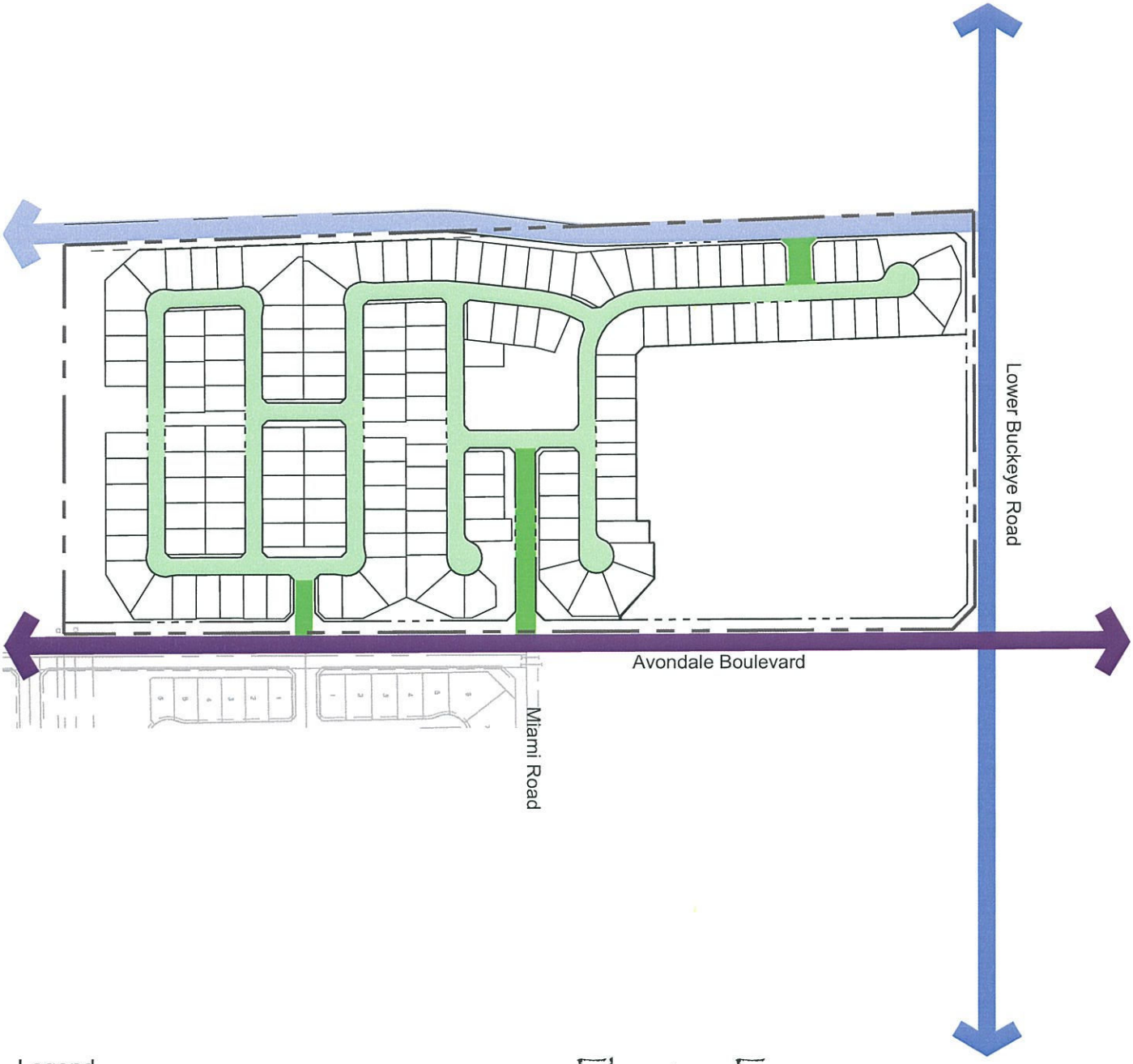
16952
DANIEL J. CLELAND
Date Signed
ARIZONA, U.S.A.




Legend

- Project Boundary
- Parcel Boundary
- Major Arterial Street (130' R/W)
- Arterial Street (110' R/W)
- Minor Collector Street (60' R/W)
- Local Entry Street (60' R/W)
- Local Interior Street (50' R/W)

# Fleming Farms

Avondale, Arizona

## Street Circulation Plan

North

CMX Project Number: 7204
Project Manager: S. Duplessis
U:\7200\7204\Planning\P-Exhibits\Submittals\PAD\3rd Submittal\7204-Street Circulation Plan.dwg
Aug 03, 2006 5:59pm

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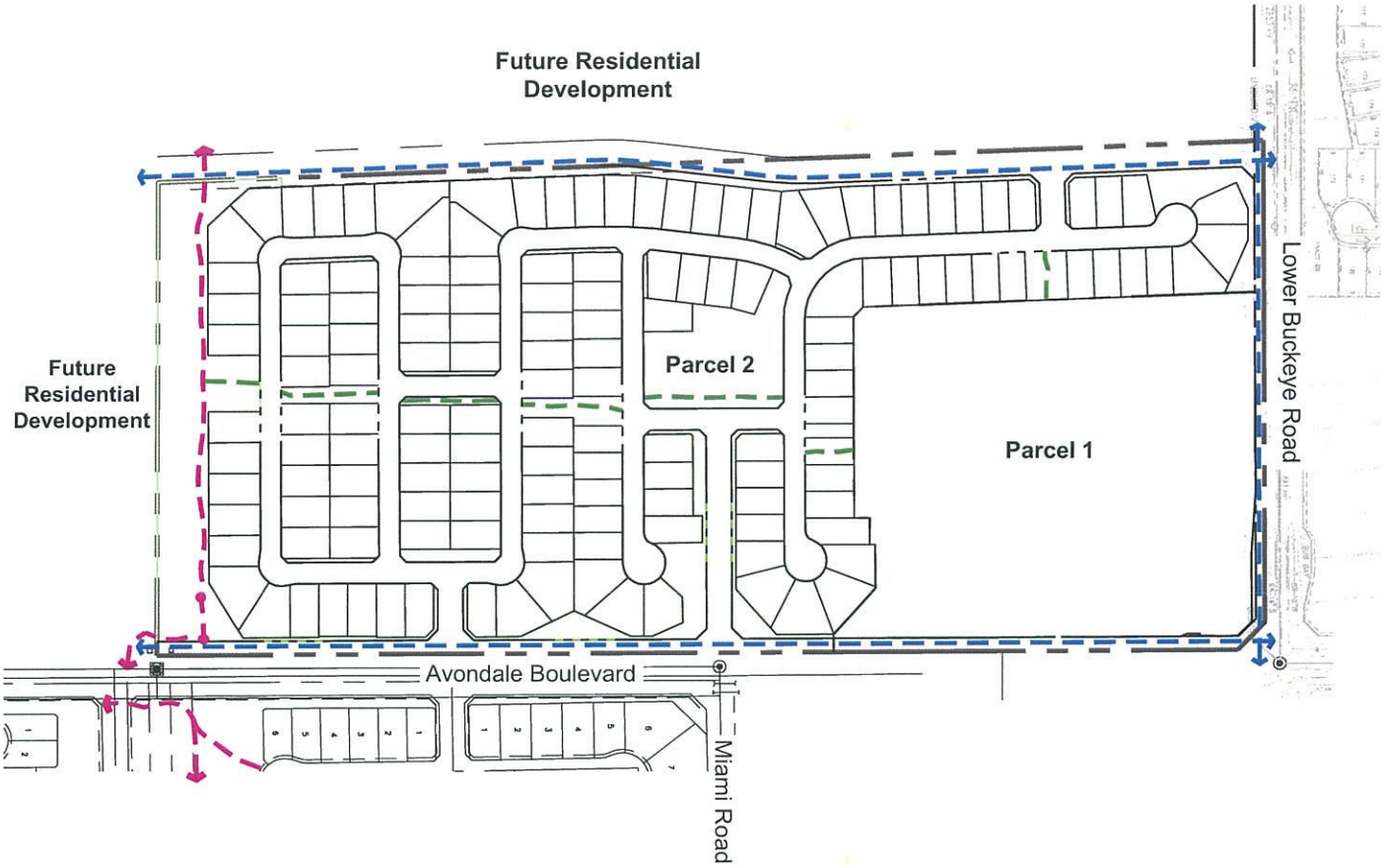
CMX




## Legend

- Project Boundary
- Parcel Boundary
- Pedestrian Trail
- Regional Trail
- Bicycle Lane

# Fleming Farms

Avondale, Arizona

## Master Bicycle and Pedestrian Trails Plan

North

CMX Project Number: 7204
Project Manager: S. Duplessis
U:\7200\7204\Planning\P-Exhibits\Submittals\PAD\3rd Submittal\7204-Master Bicycle and Pedestrian Trails Plan.dwg
Aug 03, 2006 5:59pm

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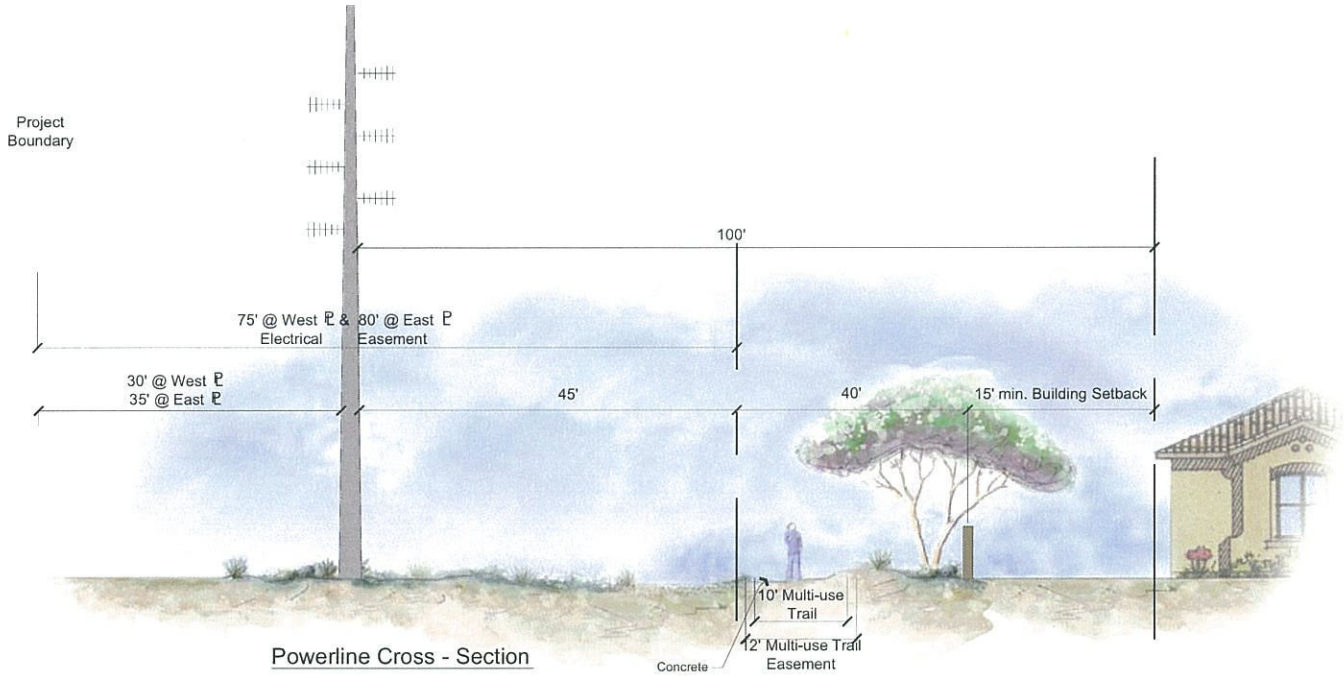
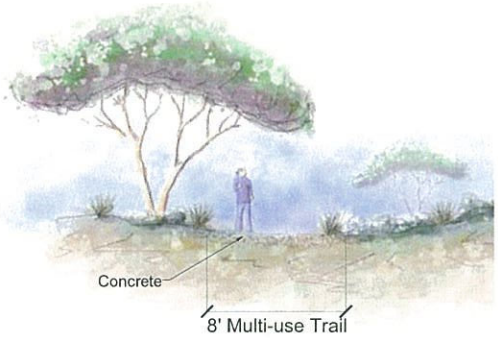
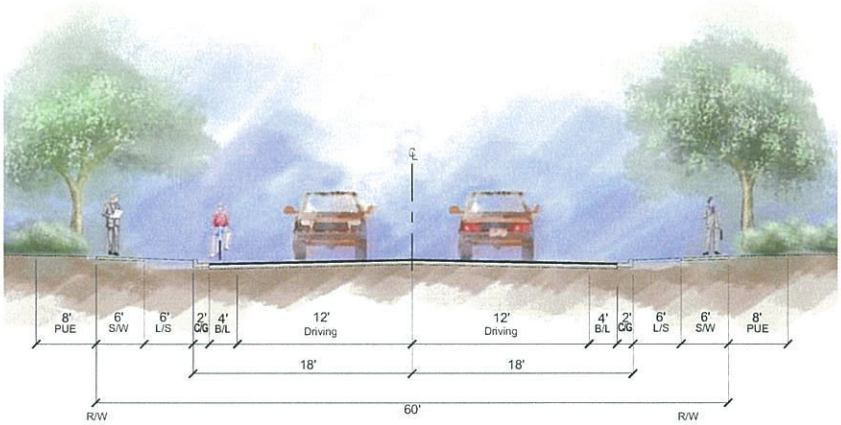



Powerline Cross - Section




Neighborhood Trail




Minor Collector

Regional Trail

# Fleming Farms

Avondale, Arizona

## Streets & Trails Cross Sections 1 of 3

CMX Project Number: 7204
Project Manager: S. Duplessis
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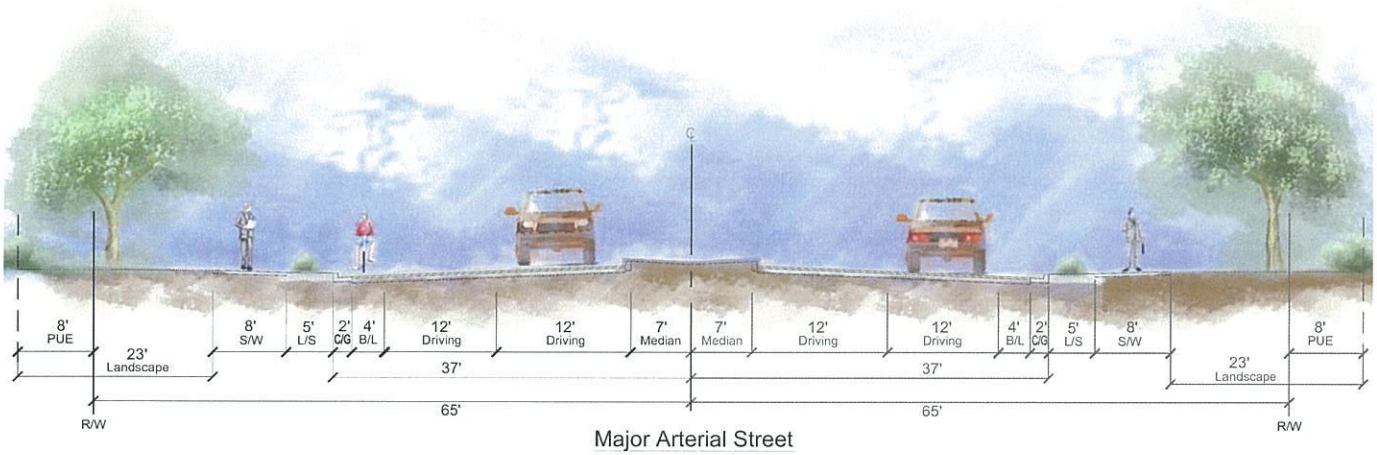
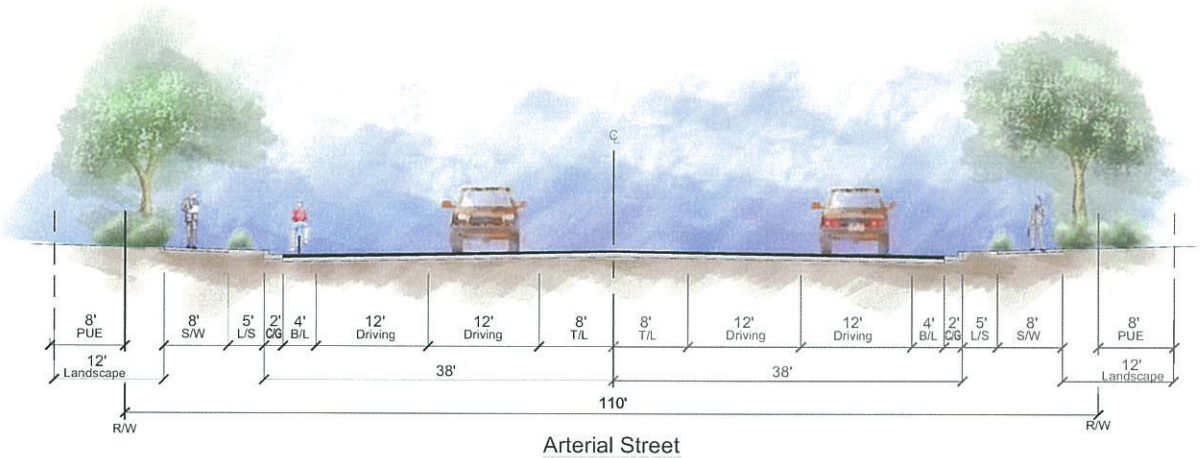



Major Arterial Street
Avondale Blvd.




Arterial Street
Lower Buckeye Rd.

# Fleming Farms

Avondale, Arizona

## Streets & Trails Cross Sections 2 of 3

CMX Project Number: 7204
Project Manager: S. Duplessis
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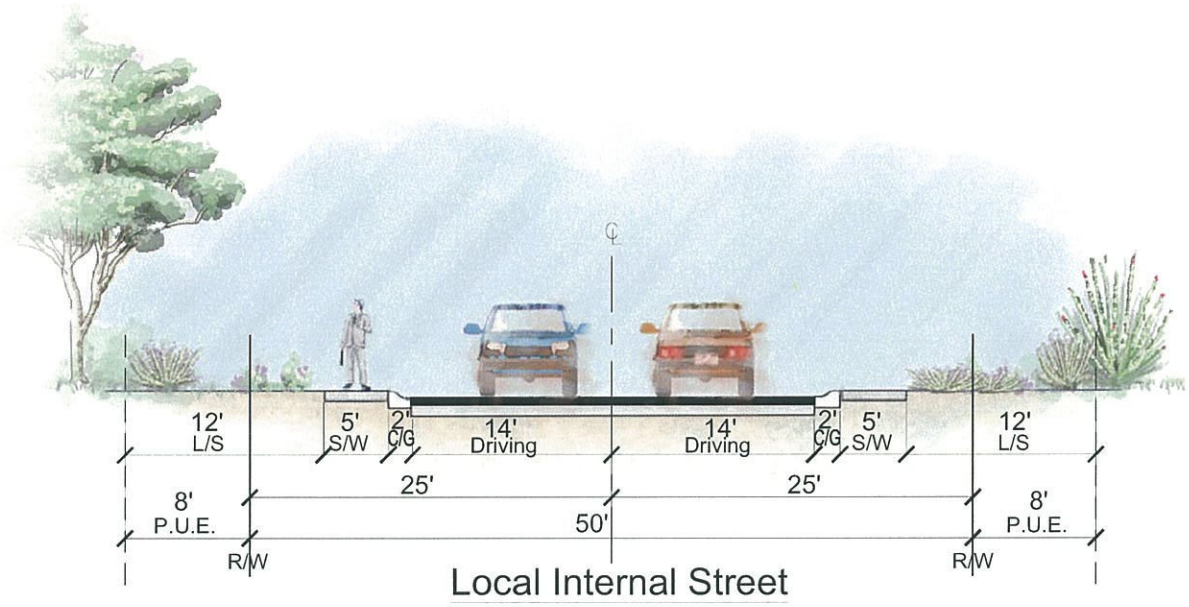
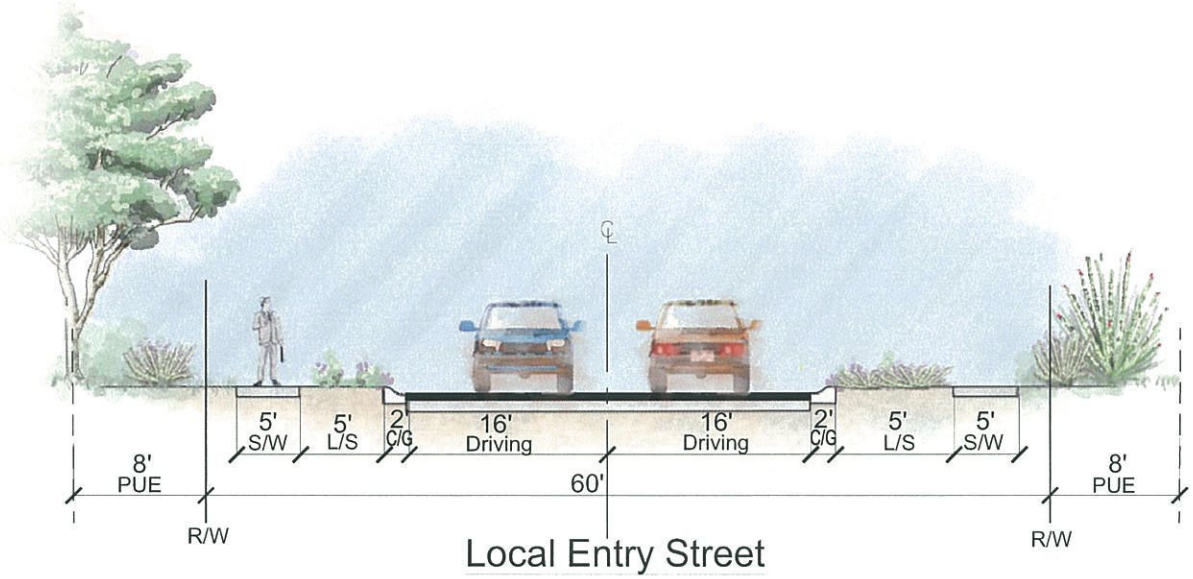



Local Internal Street




Local Entry Street

# Fleming Farms

Avondale, Arizona

## Streets & Trails Cross Sections 3 of 3

CMX Project Number: 7204
Project Manager: S. Duplessis
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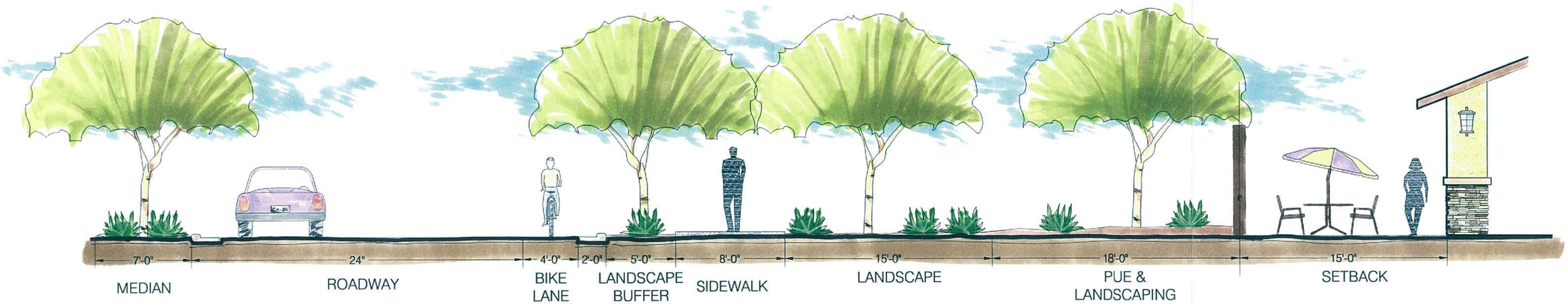
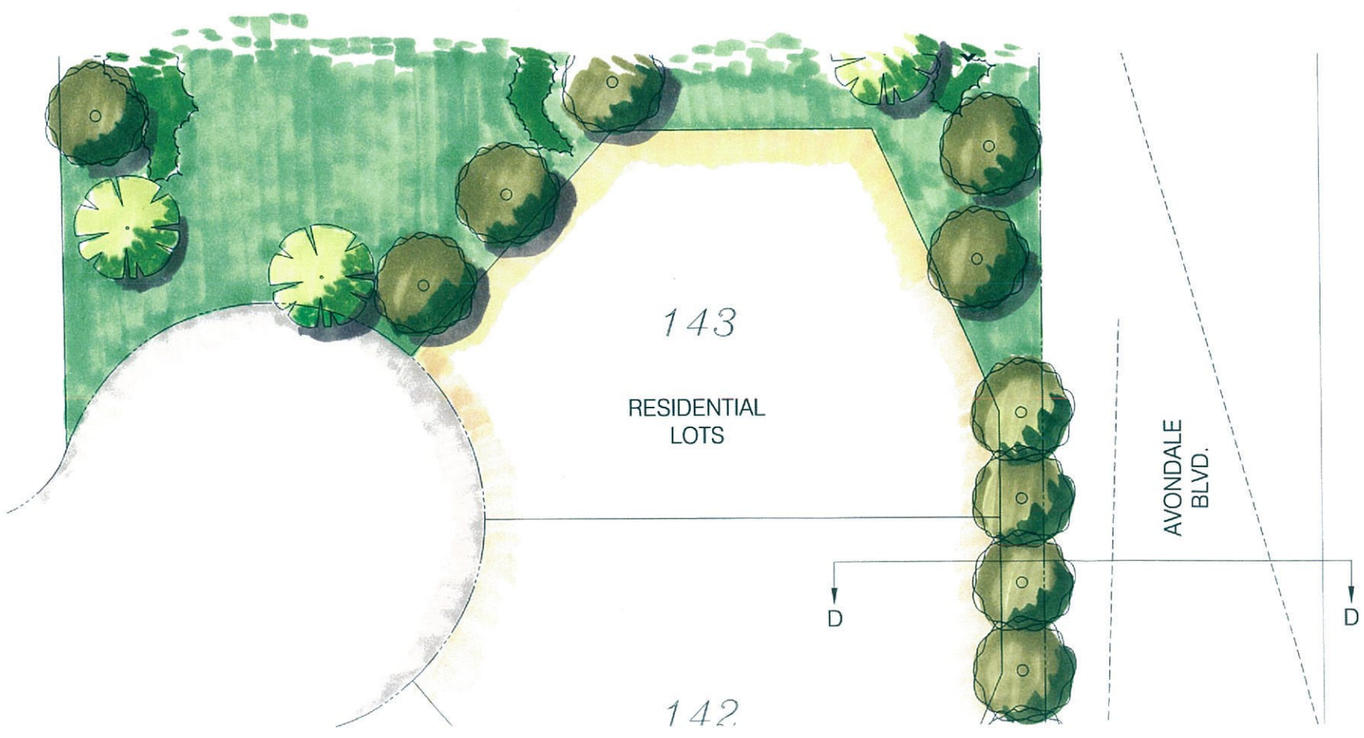
# Fleming Farms

Avondale, Arizona
Planned Area Development District

## CONCEPTUAL LANDSCAPE




## SECTION D - D




CLELAND-GROUP

Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 16952
DANIEL J. CLELAND
Date Signed
ARIZONA U.S.A.

# COMMERCIAL DESIGN GUIDELINES

## 1.0 INTRODUCTION

### 1.1 Overview and Purpose

Approximately 17 acres at the southwest corner of Avondale Boulevard and Lower Buckeye Road known as Fleming Farms (the "Development") are intended for the integrated development of multiple parcels in a functionally efficient and architecturally cohesive manner. These Design Guidelines (hereafter "Guidelines") govern the development of the various parcels (hereinafter referred to as a "Parcel" or "Parcels") which will constitute the Development. The objective is for the Parcels to be developed with building colors, elevations, exterior materials, landscaping and signage conveying a sense of high quality and continuity throughout the Development.

## 2.0 ARCHITECTURE AND BUILDING DESIGN

### 2.1 Architectural Character

The architectural character of Fleming Farms is representative of timeless Southwestern Village design. Its visual elements draw on a vocabulary of simplified detail and traditional forms. A theme of blended forms and integrated materials with soft natural tone colors will provide a relaxed flavor. The four facades of the building will be proportioned and articulated to provide decorative relief. An established palette of colors and materials fitting with the design is enclosed. The combination of materials including, natural colored stone, textured stucco, and concrete tile roofing hints of a residential reference. The materials selected while durable are also consistent with the surrounding context of the neighborhood, which consists of high-quality development.

### 2.2 Massing

The visual impact of a building depends not only on its size, but also on the relationship between its length, width and height. Also, such features as prominent entries, windows, color and materials are factors in the visual impression of a building.

a. Building mass should be broken into smaller elements, consistent with the proportions of the architectural style selected and surrounding uses. The focus should be breaking up the mass on the sides of the buildings generally visible to the public.

b. In large multi-building projects, vary the size, massing and height of the buildings in relation to each other.

c. Reduction of building mass may be achieved by using a combination of the following techniques:

- Variation in the rooflines and form.
- Use of ground level arcades and covered areas.
- Use of protected and recessed entries.
- Use of vertical elements on or in front of expansive blank walls.
- Use of pronounced wall plane offsets and projections.
- Use of focal points and vertical accents.
- Inclusion of windows on elevations facing streets and pedestrian areas.
- Retaining a clear distinction between roof, body and base of a building.

2.3 Design

Articulate facades to provide a visual effect that is consistent with the community's character and scale.

a. All facades, including back and side elevations of a building generally visible from public view or adjacent to and visible from residential areas, should be architecturally treated and relate to but not overwhelm the neighborhood. All elevations generally visible from public view should reflect the overall design, colors and textures used on the front façade.

b. Design multi-building projects to include consistent design elements throughout the project.

c. Building elevations should incorporate architectural features and patterns that include a pedestrian scale.

d. Internalize, camouflage, screen, underground or otherwise diminish the visibility of any vacuum tubes.

e. Utilize architectural features, screen walls, landscaping and canopies to integrate drive-throughs into the overall building design.

f. Fully screen roof mounted mechanical equipment from public view.

g. Internalize roof drain elements within the building or an architectural feature

such as columns (excepting at-grade discharge and overflow scuppers).

h. For all buildings at least two of these elements should repeat horizontally. Buildings with facades greater than 100 feet in length should include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:

- Color change. Recognizable, but not strongly contrasting.
- Texture change.
- Material change.
- Architectural variety and interest through a change in plane such as offsets, reveals, archways or projecting ribs.
- Wall plane projections or recesses.

i. Service and exit doors should be integrated into the architecture of publicly visible elevations.

j. Variations in rooflines or parapets should be used to reduce the scale of commercial buildings. Roof size, shape, material, color and slope should be coordinated with the scale and theme of the building.

- Parapets for concealing flat roofs should feature three dimensional cornice treatments when at the ends or corners of buildings. Where not used in conjunction with other roof elements, parapets should vary in height and have a finished depth at building corners.

The size of all roof elements should be appropriate to the size and scale of roofing materials used.

- Buildings with sloping roofs should include multiple planes.

k. Solid and Soft or Open areas of the façade should be arranged to create a relationship that complements the architectural style of the structure. Soft or open building elements include windows, entryways, arbors, porches, arcades, etc.

l. Predominant exterior building materials should be of high quality and durable. These include, but are not limited to:

- Brick.
- Stone, natural or faux.
- Integral color, sand blasted or stained textured masonry.
- Split-face or scored concrete masonry units.

- Textured tilt-up concrete panels.
- Stucco/EIFS.
- Metal roofs.
- Concrete and clay tile roofs.
- Clear and tinted glass.
- Architectural metal.

m. Predominant exterior building materials should not include the following:

- Un-textured tilt-up concrete panels.
- Pre-fabricated steel panels.
- Corrugated metal.
- Asphalt shingle roofs, except for period architecture.
- Highly reflective glass.
- Wood.

n. Predominant facade colors should posses low reflectivity characteristics, and respect the diversity of color in the southwest. The use of bright color schemes should be justified by the overall design, and may not be appropriate in many contexts.

o. Building trim and accent areas may feature different building materials and different colors than the building field color, including use of primary colors, if compatible with the architectural design.

p. Buildings should have clearly defined customer entrance(s) incorporating elements such as:

- Canopies or porticos.
- Overhangs.
- Recesses/projections.
- Arcades.
- Raised corniced parapets over the door.
- Peaked roof forms.
- Arches.
- Entrance framed by outdoor pedestrian features or enhanced landscaping.
- Architectural details such as tile work and moldings integrated into the building structure to frame the entryway.
- Integral planters or wing walls that incorporate landscaped areas and/or sitting areas.
- Enhanced pedestrian surfaces or hardscape.

### 2.4 Freestanding Accessory Structures

Enclosed service/refuse areas and covered parking should be designed to be an integral part of the building architecture. The forms, colors, textures and materials used on the main building should be applied to all sides of these structures generally visible to the public.

## 3.0 LIGHTING

The following guidelines are intended to ensure that lighting is used to increase safety, provide visual accent, create mood and to ensure that lighting is designed so as not to be a nuisance. Additionally, lighting shall enhance the architectural features of the building structures and reinforce design concepts.

The lighting shall be designed to provide visual accent, create mood, increase safety and to ensure that the design does not become a nuisance. Additionally, lighting shall enhance the architectural features of the building structures and reinforce design concepts. All parking lots must be lit from the interior and/or at the edge of the parking lot, directed to the lot and away from properties outside of the Development. All parking lot light poles abutting residential property shall have house side shields. Light fixtures shall be full 90 degrees cut off.

Large area floodlights are not permitted. Spotlights highlighting areas may not be mounted above 15 feet from ground level (measured from finished grade at the base of the fixture to the top of the fixture). Roof mounted spotlights are not permitted. Ground mounted spotlights or floodlights may be used providing they point toward the building and do not spill over into adjacent areas; cut-off shielding must be installed.

## 4.0 LANDSCAPING

### 4.1 Landscape Concept

The landscape design shall be sensitive to the desert environment and should incorporate low water-use plant species, complement the architecture and be cohesive throughout the Development.

All Parcels shall be landscaped in a manner that reinforces and complements any existing landscape elements and conforms to City of Avondale requirements. All landscaping should be designed, selected and placed in a manner that is easy to maintain and requires limited irrigation. Water conserving designs are encouraged; however, large expanses of decomposed granite or rock materials

without ground cover and/or shrubs are prohibited.

### 4.2 General Landscape Design

All portions of a Parcel not covered by buildings or developed as parking or pedestrian areas shall be landscaped. A minimum 10% total landscape coverage shall be provided on each Parcel.

### 4.3 Plant Material

All plant material shall be nursery grown, of good habit, free of disease and representing the best quality of the species. All planting shall be installed in accordance with good horticultural practices of the area. All plant material must be located so as to ensure safe traffic sight lines, signage visibility and pedestrian safety (i.e., avoid thorns in and adjacent to pedestrian areas). Ground covers should be utilized to create relief areas of greenery and dense vegetation.

## 5.0 SIGNAGE

All signage shall be consistent, integrated with the Development's architectural character and designed in a manner that will not create a nuisance or diminish the visibility and/or value of other Parcels. All signage shall be aesthetically appropriate and shall be designed to guide both pedestrian and vehicular traffic and circulation. Signage shall be consistent with the City of Avondale sign regulations.

## 6.0 SITE PLANNING GUIDELINES

### 6.1 Grading and Drainage

Site grading design shall cause all water to drain away from buildings and shall complement the architectural and landscape design. Care shall be taken to ensure that any landscape berming does not direct drainage across adjacent Parcels or impair drainage from adjacent Parcels, unless otherwise approved as part of the Development's master grading and drainage plan. In addition, parking and drive grades shall be designed to comply with the master grading and drainage plan for the Development.

Grade transition between Parcels shall be free from excessive slopes (other than where approved retaining walls are provided). When grading is in public view, smooth slope transitions between grade changes shall be created (other than where approved retaining walls are provided). Retaining walls, garden walls and other such site features constructed immediately adjacent to or connecting

with a building must be constructed of a material that visually matches the exterior building or that is an integral material in the landscape.

6.2 Circulation

The site plan for each Parcel shall be designed to encourage cross-site usage to occur between the adjacent Parcels. Vehicular and pedestrian pathways through the Development shall be designed so that onsite circulation between the Parcels is safe, fluid and provides a feeling of continuity.

6.3 Parking Area Design

All parking areas shall include planted landscape islands at the ends of each row. There shall be no more than twelve (12) parking stalls contiguous to each other. In cases where there are more than 12 parking stalls in a row, there shall be a landscape planter between every 12 stalls that is at a minimum 160 square feet (8′ by 20′) and that is protected by 6-inch high curbs on all sides. Parking lot screen walls shall match the theme walls for the residential portion of the Site.

6.4 Pedestrian Connections

Walkways shall connect all Parcels to Avondale Boulevard and/or Lower Buckeye Road in the safest and most convenient manner possible. Strong pedestrian connections shall also be provided between adjoining Parcels, and must be constructed with decorative concrete or other decorative materials. Pedestrian connections within the commercial Parcel shall be separate from the main drive aisles.

6.5 Bicycle Parking

Designated areas and facilities for bicycle parking are encouraged on each Parcel.

6.6 Driveway Entrances

The design of all driveway entrances shall include decorative concrete or other decorative materials.

6.7 Refuse Areas

Refuse areas shall be screened with a masonry wall not less than six (6) feet in height and of a size sufficient to accommodate dumpsters and/or compactors that will hold all refuse generated between collection times. All such screen walls shall be constructed using materials and finishes compatible with the

building(s) to be constructed on the Parcel. All refuse enclosures must be provided with opaque metal gates painted to complement the building color palette (as further described below). Refuse collection areas shall be designed and located on the Parcels so as to meet all applicable governmental requirements, be convenient for depositing refuse generated on-site and provide clear and convenient access to refuse collection vehicles, thus minimizing wear-and-tear to onsite and offsite improvements. Refuse enclosures and associated concrete pads shall not be located within or conflict with typical vehicular access or movements on any common area drive aisles. Refuse receptacles must be covered. Deliveries and trash pickup shall be restricted to 6am to 10pm daily.

6.8 Utility Structures

Utility equipment must be located and screened in accordance with the City of Avondale requirements. All water, gas, sewer, electrical and communication lines must be installed underground. Architectural screening shall be constructed using materials and finishes compatible with the architecture theme/style of the overall neighborhood center. Concrete lighting bases and shopping car corrals shall be designed to match commercial architectural theme.

6.9 Walls /Fences and Separation of Uses

The texture, color, material and design of all walls and fences shall match the design of the Development and shall harmonize with the design of the building(s) to be constructed on the Parcel. No barbed wire, chain link or wood fences are permitted.

Within the front yard setback, maximum wall height shall be three and one-half feet (3'-6") and designed to match the theme walls for the residential portion of the Site. Walls which front onto a public street shall be constructed of masonry with stucco, slump block or brick designed to match the main building of the site. Stained block is a permitted material. Painted block is prohibited.

Where commercial uses are located adjacent to or separated by an alley from any residential use or district, a twenty (20) foot wide landscape strip, planted with one (1) tree every twenty (20) linear feet, shall be required along the common property line. Trees must be non-deciduous and may not be clustered. The twenty (20) linear foot area shall not serve as a retention area. A six (6) foot masonry wall shall be required along the common property line.

## 7.0 HOURS

The business hours for commercial portion of Fleming Farms shall be 6am to midnight. Business hours that are in addition to those permitted require approval of a Conditional Use Permit.

## 8.0 LOADING & DELIVERY AREA / SERVICE BAYS / CARWASH BAYS

All loading and delivery areas and service and carwash bays shall not front onto a public street and shall be screened from public view with at least a six (6) foot wall, constructed using materials and finishes compatible with the architecture theme/style of the overall neighborhood center.

# SWC AVONDALE BLVD + LOWER BUCKEYE RD

AVONDALE, ARIZONA

for EVERGREEN DEVCO INC.

Conceptual Elevation at Shops

Conceptual Perspective At Shops

Conceptual Elevation at Pad

Conceptual Elevation At Bank

Conceptual Elevation At Offices

Field Color

Accent Color

Standing Seam Awning

Accent Color

Stone - Piers and Columns

Field Color

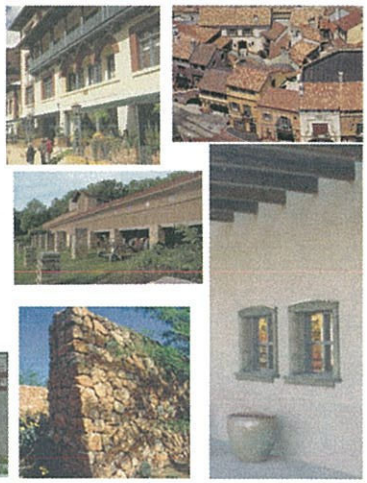
Tile Roof

Accent Color

Site Lighting and Sconces

Faux Windows

## Conceptual Colors & Materials



© copyright 2006

25038

17 FEBRUARY 2006

ELLERMANN, SCHICK & BRUNO

ARCHITECTURE PLANNING

1555 E ORANGEWOOD AVE PHOENIX AZ 85020
TELE 602 298 0202 FAX 602 285 0212

# RESIDENTIAL DESIGN GUIDELINES

The residential design at Fleming Farms is envisioned to provide a diverse, traditional neighborhood being an asset to both homeowners and the community. The following principals outline design and planning concepts that reinforce a sustainable, quality neighborhood. These guidelines are intended to outline the quality and standards that the residential architecture will play in realizing this vision. All of the housing products illustrated within these guidelines are capable of being built on the smallest lots being provided in Fleming Farms. While not intended to be restrictive or all-inclusive, these guidelines set the expectations that all residential product will be compared and evaluated in providing a quality project exceeding the requirements of the residential guidelines of the City of Avondale.

**Architectural Diversity**
Creating an attractive and diverse streetscape requires that care and forethought go into plotting to avoid repetitious and monotonous elements. Street scenes shall not have homes that repeat floor plans, elevation styles and color schemes next to one another.

- A variety of plan orientations is encouraged.
- No two 2-story homes shall be platted adjacent to one another along Avondale Blvd.
- The use of a floor plan shall be limited to no more than 50% of the total homes built.
- The use of an elevation style shall be limited to no more than 50% of the total homes built.
- No two adjacent homes, or homes directly across the street, will utilize the same roofline and elevation style, either standard or reversed. As an example, Plan 1 with Elevation A is not permitted next to or across the street from another Plan 1 with Elevation A, however Plan 1 with Elevation A is permitted next to or across the street from Plan 1 with Elevation B, and Plan 1 with Elevation A is permitted next to or across the street from Plan 2 with Elevation A.

**Architectural Styles**
The architectural character of Fleming Farms will draw on the traditional vernacular styles found in the region. The intent is to reinforce complementary yet diverse homes on a streetscape. The following styles were chosen both for their graceful, 'timeless' design as well as for practicality of construction within the context of production housing. These guidelines illustrate examples and defining characteristics of each chosen style, however, not all of the elements contained in these illustrations are required on each home. They are intended to serve as a reference to maintain the integrity of each specific style and to avoid the incorporation of inconsistent architectural elements. Architectural products of similar character and scale may be used in place of authentic detailing. Additional architectural styles may be proposed by homebuilders and subject to administrative review and approval.

- A minimum of three elevation styles for each home plan is required.
- The use of a covered porch, courtyard, balcony or a front covered entry of no less than 20 square feet is required on all of the homes.
- Rear yard covered patios shall be architecturally integrated into the design of the homes.

## MONTEREY

The Monterey style evolved as a unique character to the western United States by blending the Spanish architecture of the region with the construction techniques and detailing from the migration of the American Colonial architecture from the east. This style adapted the wood frame construction techniques and detailing of two-story homes with the traditional one-story adobe walls of the regional Spanish architecture. These homes were typically two-story rectangular plans with a cantilever balcony becoming its signature statement.

### MASSING / FORM

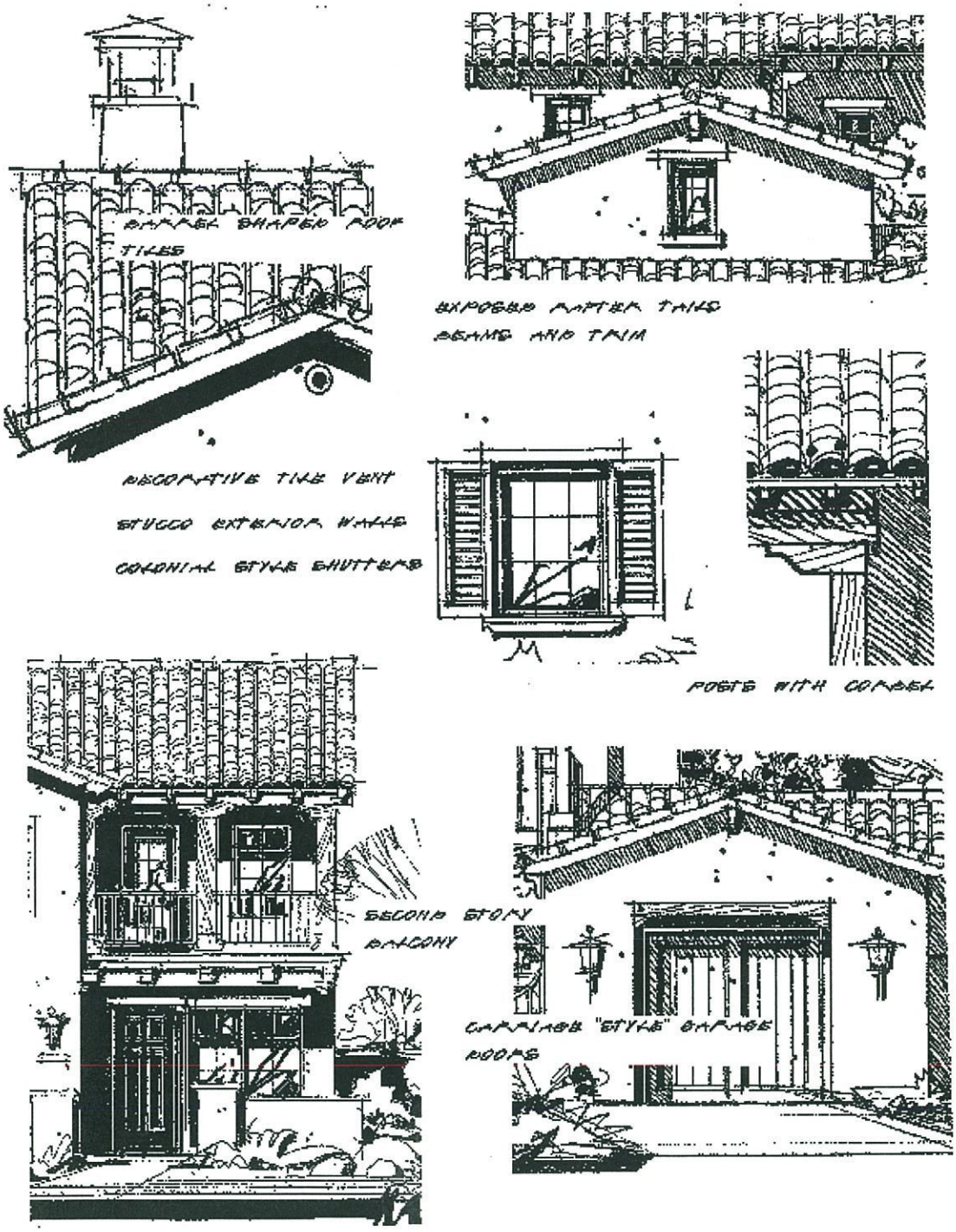
- Informal plan arrangement
- Simple two-story asymmetrical masses
- Second story balconies
- Exposed beams and posts
- Low pitched gable or hipped rooflines
- Deep overhangs

### FINISHES / DETAILS

- Stucco or wood-like siding exterior walls
- Rectangular windows and openings
- Exposed wood-like lintels
- Exposed wood-like rafter tails
- Rustic wood-like shutters
- Minimal wrought iron work
- Optional carriage style garage doors

### MATERIALS / COLORS

- Earth tone colored exterior walls
- Barrel or shake style roof tiles
- Divided windowpanes on front and street-side elevations


BARREL SHAPED ROOF TILES
EXPOSED RAFTER TAILS BEAMS AND TRIM
DECORATIVE TILE VENT
STUCCO EXTERIOR WALLS
COLONIAL STYLE SHUTTERS
POSTS WITH CORBEL
SECOND STORY BALCONY
CARRIAGE "STYLE" GARAGE DOORS

## TERRITORIAL RANCH

The Territorial style evolved from early country homes adapting with the westward movement to this region. Colonial, Monterey and Spanish Architectural influences can be found in the Territorial Ranch style. Early Ranchers simplified the construction and detailing of these styles influenced by their rural lifestyle while responding to the realities of their environment and available materials. The significant use of porches and patios enhanced the relationship of indoor and outdoor spaces inherent with their rural lifestyle.

### MASSING / FORM

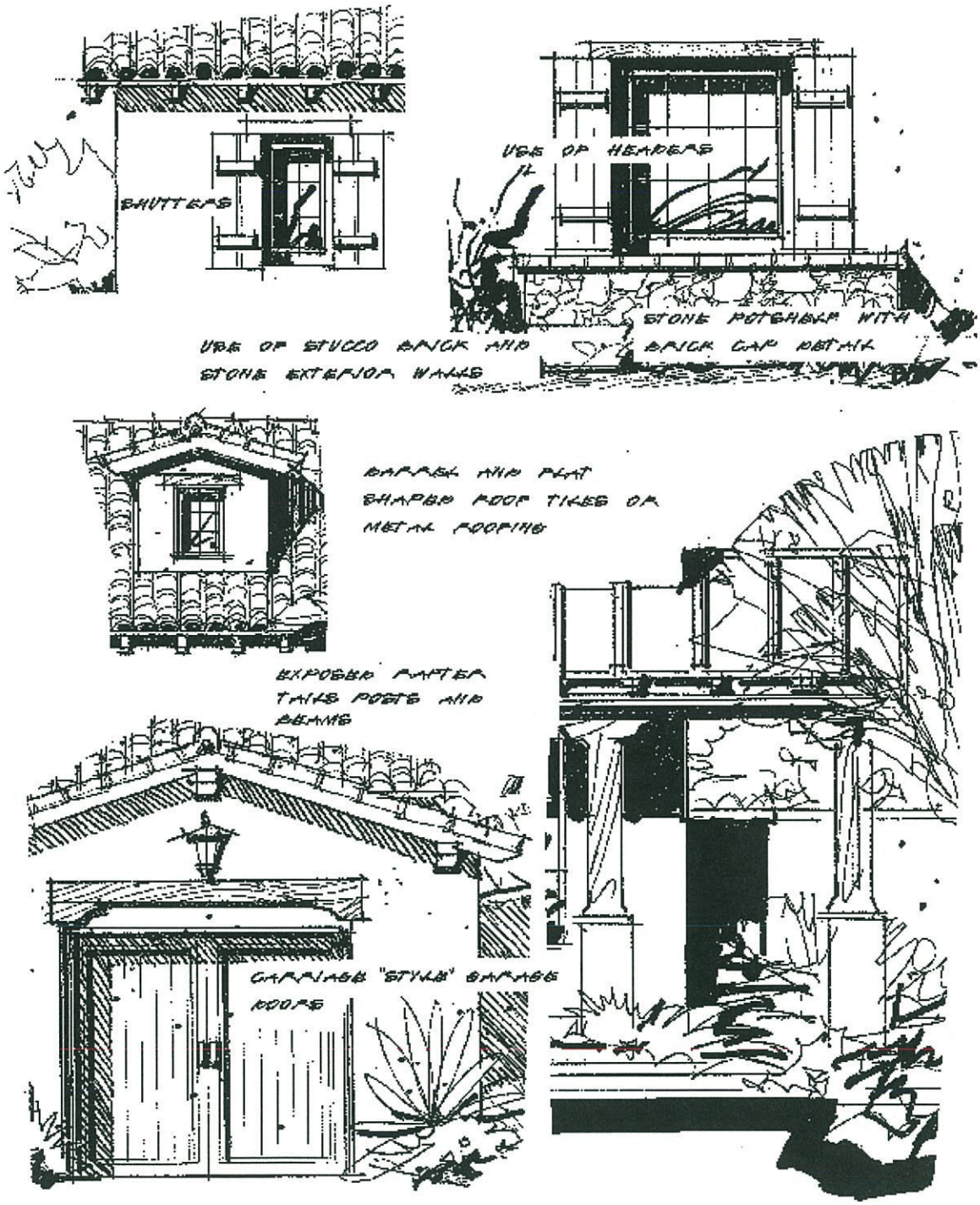
- Simple one and two-story rectangular masses
- Porches and patios
- Low pitched predominantly gabled and shed rooflines
- Gabled dormers
- Deep overhangs

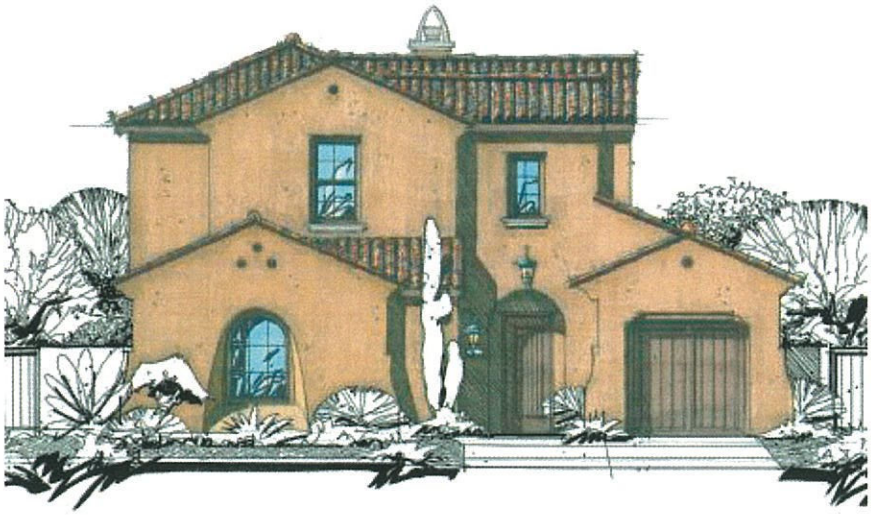
### FINISHES / DETAILS

- Stucco or optional stone or brick exterior wall materials
- Stucco or stone chimneys
- Exposed rustic wood-like beams and posts structure
- Rectangular windows and openings
- Exposed rustic wood-like lintels
- Exposed wood-like rafter tails
- Rustic wood-like shutters
- Optional carriage style garage doors

### MATERIALS / COLORS

- Medium to darker earth tone colored exterior walls
- Flat shake, barrel roof tile or partial metal roofing
- Divided windowpanes on front and street-side elevations


SHUTTERS
USE OF HEADERS
STONE POTSHELF WITH
BRICK CAP DETAIL
USE OF STUCCO BRICK AND
STONE EXTERIOR WALLS
BARREL AND FLAT
SHAPED ROOF TILES OR
METAL ROOFING
EXPOSED RAFTER
TAILS POSTS AND
BEAMS
CARRIAGE "STYLE" GARAGE
DOORS



## SPANISH COLONIAL

Spanish colonial style has origins in Mediterranean Architecture with eclectic inspirations that range from Moorish to Byzantine. This Architectural style became popular in the Southwestern United States as an adaptation of the regions earlier historical Mission style along with the rich Latin American influences of the region. Most characterized by strong, simple, informal massing and is traditionally unified by light-colored thick stucco walls, courtyards, arches and red tile roofs.

### MASSING / FORM

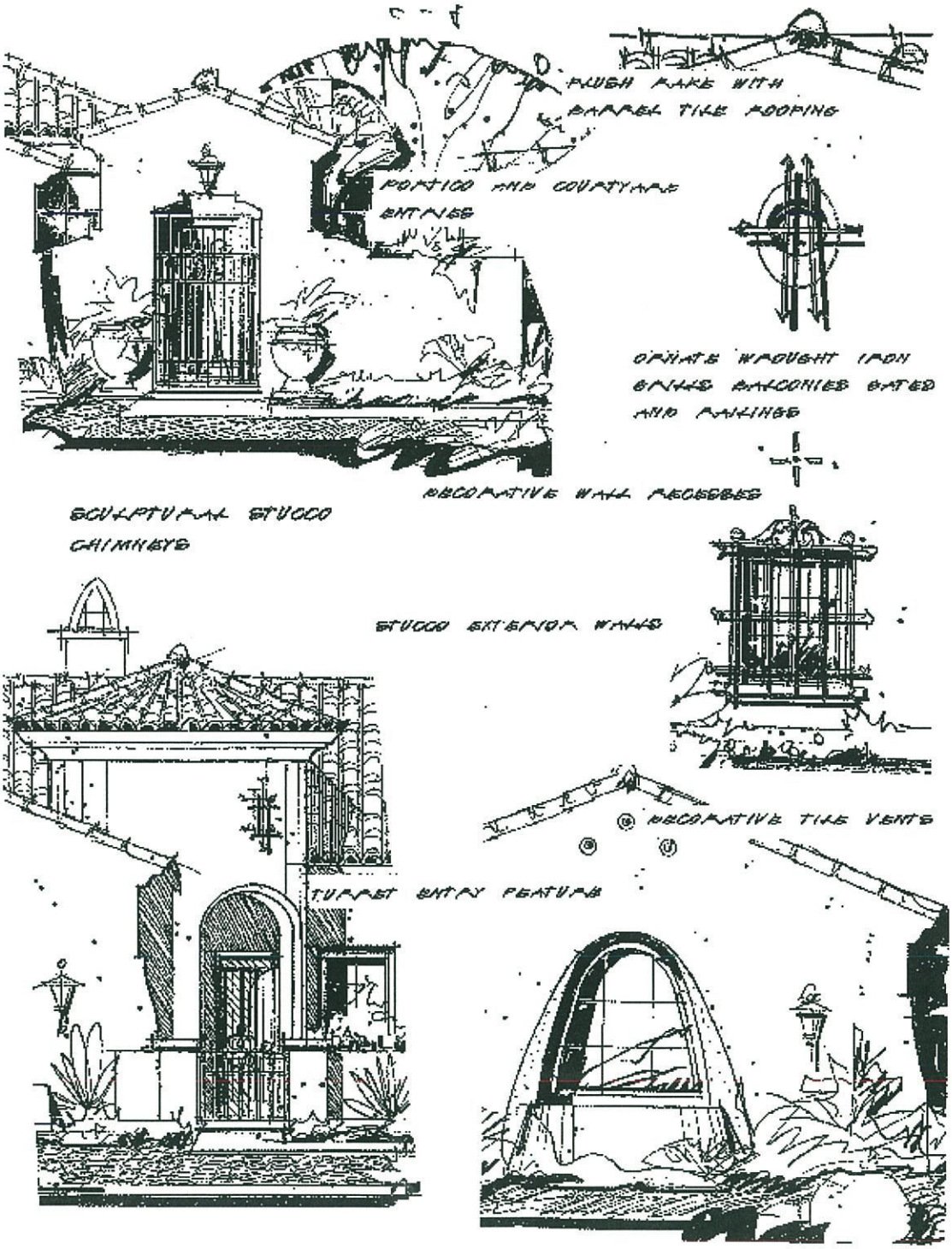
- Informal plan arrangement
- Asymmetrical massing
- Courtyards, loggias and patios
- Simple one and two-story massing
- Low pitched predominately gabled rooflines
- Shallow or flush overhangs
- Thick walls and deep openings

### FINISHES / DETAILS

- Stucco exterior walls
- Sculptural stucco eaves
- Sculptural stucco chimneys
- Arched windows and openings
- Rustic wood-like rafter tails
- Decorative wrought iron details
- Clay tile gable end vents
- Optional carriage style garage doors

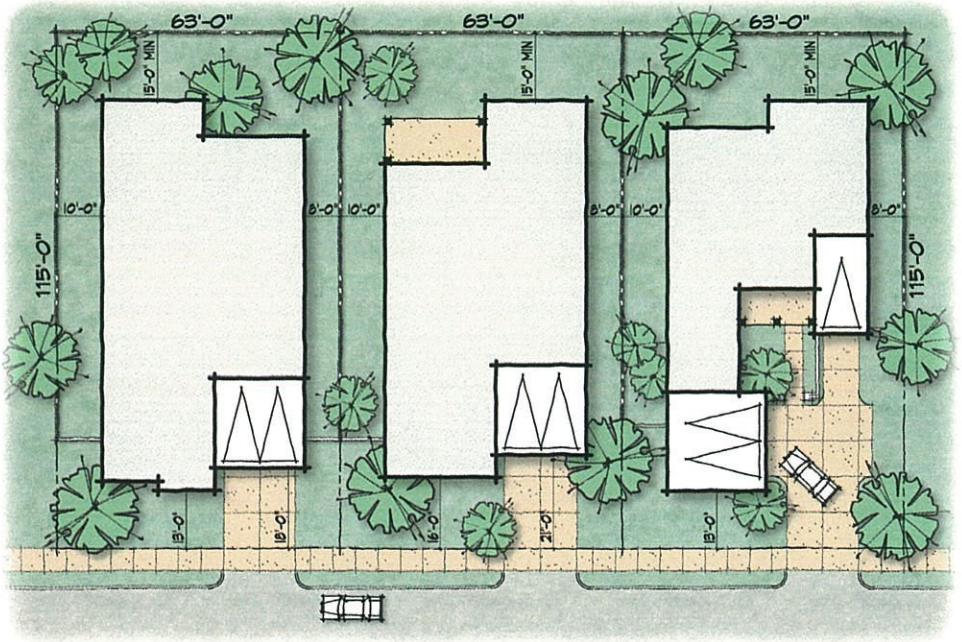
### MATERIALS / COLORS

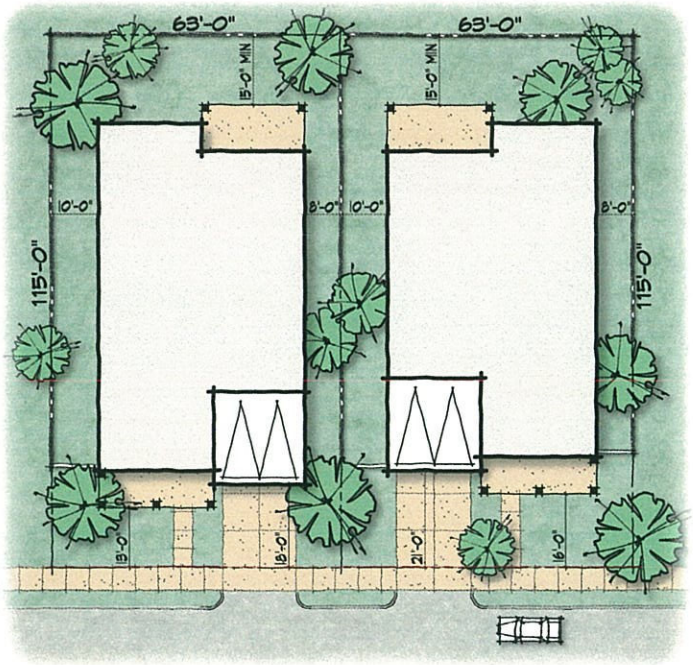
- Light colored exterior walls
- Barrel style roof tiles
  Predominantly red clay color
- Divided windowpanes on front and street-side elevations


FLUSH GABLE WITH
BARREL TILE ROOFING
PORTICO AND COURTYARD
ENTRIES
ORNATE WROUGHT IRON
GRILLS BALCONIES GATES
AND RAILINGS
DECORATIVE WALL RECESSES
SCULPTURAL STUCCO
CHIMNEYS
STUCCO EXTERIOR WALLS
DECORATIVE TILE VENTS
TURRET ENTRY FEATURE

## Home Placements

The following home placement diagrams are intended to demonstrate the diverse streetscape that can be created though the use of staggered front yard setbacks, side entry garages and covered front porches.



# Fleming Farms

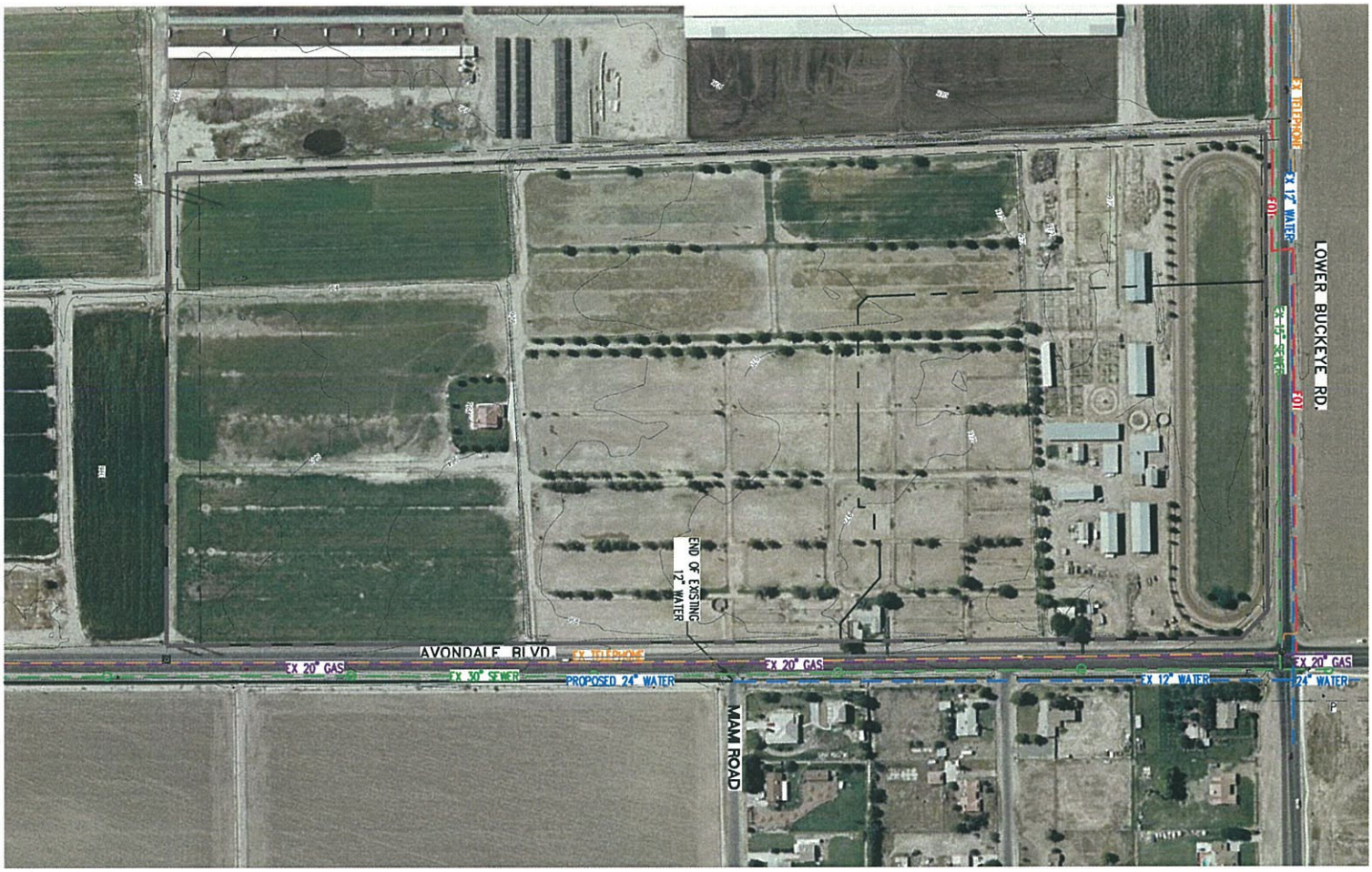
Avondale, Arizona
Planned Area Development District

## PERSPECTIVE VIEW - AVONDALE BOULEVARD

CLELAND GROUP

Project #: 50063-09
August 2006
Project Manager: RP
Designed By: STAFF
Graphics By: STAFF
Drawn By: STAFF

14852
DANIEL J.
CLELAND




## Legend

- Project Boundary
- Parcel Boundary
- Existing Fiber Optic Transcontinental
- Exisiting Telephone
- Existing 15" Sewer
- Existing Gas
- Existing 12" Water
- Proposed 24" Water

# Fleming Farms

Avondale, Arizona

## Utilities Exhibit

North

CMX

CMX Project Number: 7204
Project Manager: S. Duplessis
U:\7200\7204\Planning\P-Exhibits\Submittals\PAD\3rd Submittal\7204-Utilities Exhibit.dwg
Aug 03, 2006 5:23pm

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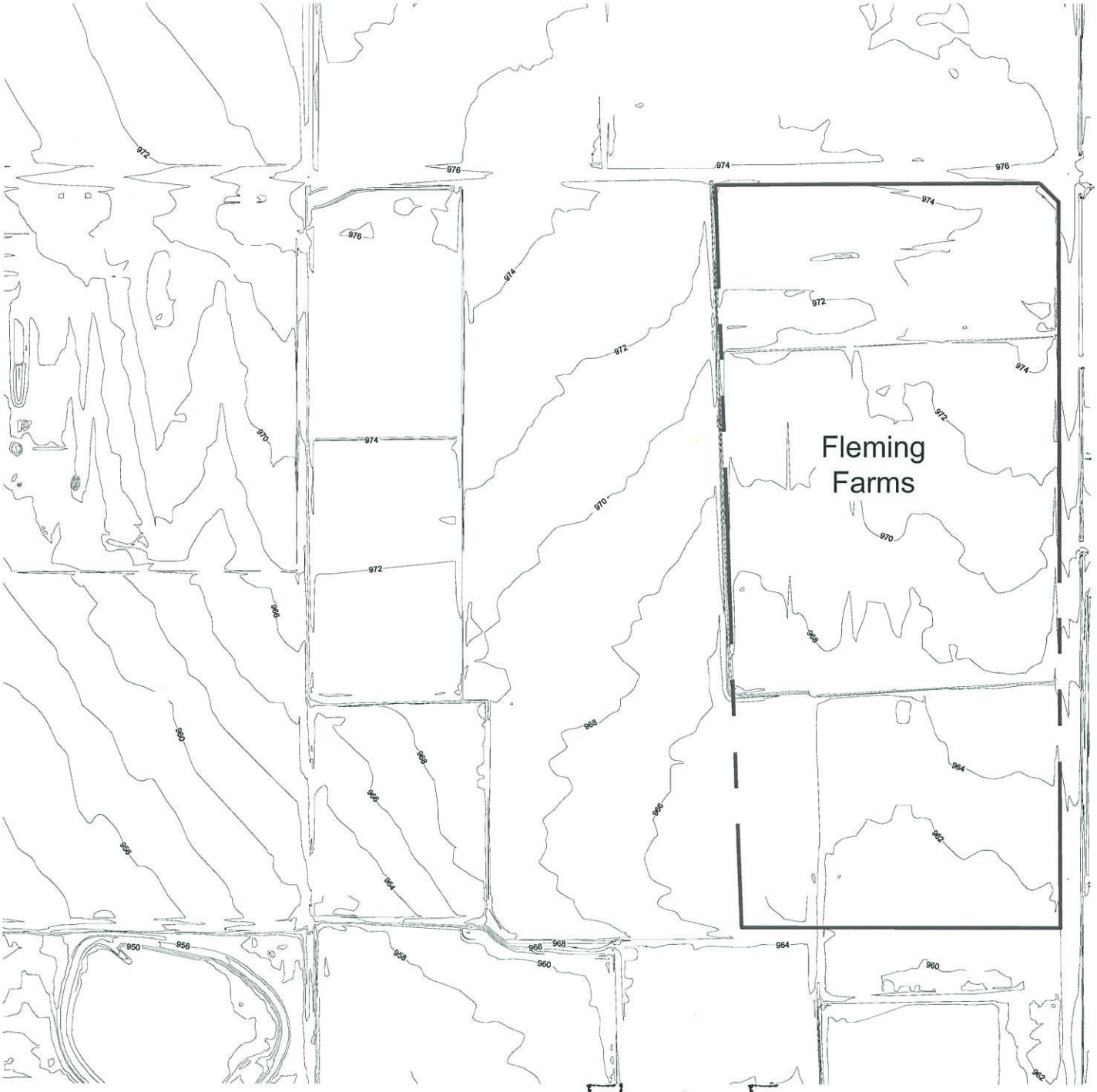


# Fleming Farms

Avondale, Arizona

## Topography Exhibit

Legend

Project Boundary

CMX Project Number: 7204
Project Manager: S. Duplessis
U:\7200\7204\Planning\P-Exhibits\Submittals\PAD\3rd Submitta\7204-Topography Exhibit.dwg
Aug 03, 2006 5:10pm

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EVERGREEN
REAL ESTATE DEVELOPMENT

2390 E Camelback Rd, Suite 410 - Phoenix, Arizona 85016 - P: 602.808.8600 - F: 602.808.9100
200 N Maryland Ave, Suite 201 - Glendale, California 91206 - P: 818.240.8727 - F: 818.240.1823

August 17, 2005

Dr. Patricia A. Williams, Ed. D. Superintendent
Littleton School District #65
P.O. Box 280
Cashion, Arizona 85329

**Re: School Agreement SWC Avondale Blvd. and Lower Buckeye Road**

Dear Dr. Williams:

Thank you for taking the time to meet with myself, Brett Heron, and R.T. Star, on August 16, 2005. This letter is to confirm our agreement that our provision of the school site in the "Hillcrest" project is sufficient to satisfy the impacts of both projects and that no financial contributions by the Fleming Farms project are warranted.

Following your review of this letter, we would appreciate your confirmation by your signature below. Your support of this project is greatly appreciated.

Sincerely,

Jacob Shephard
Evergreen Communities, LLC

cc: Brett Heron, Evergreen Communities, LLC
Dean Svoboda, City of Avondale
Nathan Crane, City of Avondale

AGREED:

Patricia A. Williams
Patricia William, Ed. D.

**ADMINISTRATIVE CENTER**
*9419 West Van Buren Street*
*Tolleson, Arizona 85353*
*623.478.4000*
*FAX 623.936.5048*
*WEB www.tuhsd.org*

**GOVERNING BOARD**
*Kimberly A. Owens, President*
*Cindy Swan, V.P.*
*Sandy Davis*
*Barbara Maddux*
*Mike Watson*

**SUPERINTENDENT**
*Kino V. Flores, Ed. D.*

December 20, 2005

Brett Heron
Evergreen Communities, LLC
2390 E. Camelback Road, Suite 410
Phoenix, AZ 85016

Dear Mr. Heron:

I have enclosed a signed copy of the TUHSD donation agreement with Evergreen Communities, LLC approved at our regularly scheduled board meeting on December 13, 2005.

On behalf of the Governing Board, the students of our district – current and future, as well as members of our school community as a whole, please accept my sincere thank you for your donation to the education of our children.

Growth brings many challenges; some good and some not so good. However, it makes it less painful for all when a developer appreciates the economic needs of the schools it impacts and helps to provide needed resources. This is truly the meaning of "being a good neighbor."

Again, it is with sincere gratitude that I thank you for this donation to our children.

Sincerely,

L. LeAnn Burns, CPA
Assistant Superintendent
For Business Services

Attachment

Copy: Dr. Kino V. Flores, Superintendent
Mr. Nathan Crane, City of Avondale

**EXHIBIT G**

Minutes of the regular meeting held September 5, 2006 at 7:00 p.m. in the Council Chambers.

**MEMBERS PRESENT**

Mayor Lopez-Rogers and Council Members

Chuck Wolf, Vice Mayor
Jim Buster
Frank Scott
Ken Weise
Jason Earp
Betty Lynch

**ALSO PRESENT**

Charlie McClendon, City Manager
Andrew McGuire, City Attorney
Dean Svoboda, Planning and Building Services Director
Rob Emmett, Utilities Director
Linda Farris, City Clerk

Mayor Lopez-Rogers called the meeting to order and led those present in the Pledge of Allegiance.

Mayor Lopez-Rogers asked those present to take a moment of silence in memory of all the victims of the 9-11 tragedy.

**9) PUBLIC HEARING – ORDINANCE 1999-906 – FLEMING FARMS PAD REZONING – Z-05-18**

A public hearing and consideration of an ordinance rezoning from AG (Agricultural) to PAD (Planned Area Development) 67 acres located at the southwest corner of Avondale Boulevard and Lower Buckeye Road.

Mr. Svoboda stated this is one of the first rezoning applications that the Council will have the opportunity to entertain in the area south of Lower Buckeye Road. He explained this is a request to rezone approximately 67 acres from AG (Agricultural) to PAD (Planned Area Development). He stated this property was annexed earlier this year. Mr. Svoboda stated that the City's General Plan for this area shows a combination of three land uses, residential at 1-2.5 units per acre and 2.5 – 4 units to the acre. He stated that the bulk of the property is indicated to be 2.5-4 units per acre. He stated there is also an indication for a neighborhood sized center at this corner. He stated that the proposal is in compliance with the current General Plan. He stated the site plan shows a 17 acre commercial parcel that would be intended for a neighborhood center and 50 acres of single family subdivision.

Mr. Svoboda explained that the commercial uses are similar to those in the C-1 (Neighborhood Commercial) district. He said automotive related uses such as tire installation, car washes, auto part stores and gasoline sales would require a conditional use permit. Drive thrus would require a conditional use permit. Major auto repair and

maintenance including painting and body work is prohibited. Convenience stores would require a conditional use permit as well as any retail uses over 100,000 square feet.

Mr. Svoboda stated that there will be a strong buffer provided from the residential lot, with different set backs provided for one and two stories. He stated they will also be double the width of normal landscape buffer between the residential and commercial. Mr. Svoboda indicated a master site plan will be required for the commercial site prior to development, which will be brought before the Planning Commission and then the City Council. He said the plan will address compatible architectural themes, building materials and colors, access, parking lot configurations, and signage among other requirements. He added that following approval of a master site plan, individual site plans may be submitted for administrative review and approval for each building within the commercial center.

Mr. Svoboda continued by stating that the PAD specifies the design standards for all buildings. The design standards are established to ensure that all buildings feature four-sided architecture. Examples of the architectural theme are provided in the PAD to display how the architecture of the commercial center can be compatible with the proposed architecture of the single-family residences.

Mr. Svoboda stated a 147-lot single family residential subdivision is being proposed with a maximum density of 2.96 dwelling units per acre. He stated there are three different lot sizes proposed. He stated front yard setbacks will be staggered at 18 feet and 21 feet. No more than two adjacent homes will be permitted to have the same setback. Mr. Svoboda explained that the applicant is requesting to allow front porches and side entry garages to encroach into the front yard setback up to five feet. Side yard setbacks will be a combination of 8 and 10 feet. Mr. Svoboda stated that the plat includes extra wide landscape track along both of the arterial streets. He explained that the rear yard setbacks will be at 15 feet, except for the lots adjacent to Lower Buckeye Road and Avondale Boulevard that require a minimum 30 foot setback measured from the right-of-way. The applicant is proposing two story homes allowed on lots adjacent to Avondale Boulevard and Lower Buckeye Road. He stated this would be a limited amount. Mr. Svoboda stated that this would be clarified in a stipulation and also mentioned a stipulation regarding notification to prospective home buyers regarding issues in the area.

Mr. Svoboda stated that access and circulation for the commercial parcel will accommodate driveways necessary to ensure safe traffic movement. He stated two access streets are proposed for the residential subdivision on Avondale Blvd and one access from 117$^{th}$ Avenue. He explained that there is currently an offset alignment of the property line at that location and there is also a fairly large irrigation structure. He stated as a result it makes it difficult for this developer to do half street improvements to 117$^{th}$ Avenue. Mr. Svoboda stated that the solution is that they will do a full street improvement on the north half of 117$^{th}$ Avenue and when the Pyleman property develops to the west, they will do a full street improvement to the south half.

Mr. Svoboda explained that the PAD specifies design standards for all residential developments. Four sided design is required for each house. Three architectural themes have been chosen for the development: Monterey, Territorial Ranch, and Spanish Colonial. The PAD outlines key features for each architectural style in terms of massing, finishing details, and allowed materials. To further ensure architectural variety the PAD specifies that no more than 50% of the residences may be of the same floor plan or architectural style.

The theme wall along the perimeter of the subdivision will utilize a combination of smooth and split faced CMU block with columns accented with stone veneer repeated every 300 feet. All community walls adjacent to Avondale Boulevard and Lower Buckeye Road will be 8-feet in height. Stone veneer will be included on the theme wall columns, the entry monuments, trellis features, and community ramadas.

Mr. Svoboda stated that overall the staff believes the PAD meets the objectives of the General Plan and will result in compatible land use. He stated that it meets and in some cases exceeds the PAD requirements.

Mr. Svoboda stated that the Planning Commission conducted a public hearing on July 20, 2006 and voted 6-0 to recommend approval of this request subject to 24 stipulations. He stated that staff is also recommending approval. He explained that there were modifications made to the stipulations such as rewording and dates changes after the meeting. He added that with regard to Exhibit I, Stipulation #3 should include that "mini storages should NOT be permitted." He stated that staff would like to add Stipulation #24: "Two story homes shall not be located on adjacent lots along Avondale Boulevard and Lower Buckeye Road." This language is included in the PAD and would be part of the approval regardless. This has been added to ensure the requirement is followed. He offered to answer questions from the Council.

Council discussed this proposal and asked questions. They discussed the monuments, and the depth of the planter. Council agreed to amend stipulation 17 to require that the developer also notify potential buyers of the school and public safety facility nearby.

The Council also discussed the hours of operation and the requirement for CUPs for some commercial uses. The Council discussed the entries into the developments, where a signal might be located in the future, bus bays, automotive uses, drive through uses, housing models and sprinklers. Council also discussed lot 48 and what might be done with it. Council discussed streetscapes and two story homes and the location of utility boxes.

Mayor Lopez-Rogers called on the applicant.

Ed Bull, representing Evergreen, stated he appreciates the Planning Commission's unanimous recommendation for approval. Mr. Bull stated they accept all the Planning Commission's recommended stipulations and also accept Stipulation #24 added this

evening. He stated they also agree to the modification to Stipulation 17. He addressed Council's questions beginning with the depth of the planter. He assured the council it would be at a depth that is meaningful. Mr. Bull stated that regarding the hours of operation mentioned in the staff report, he emphasized a use permit is a compatibility test. Mr. Bull stated that sprinklers in the homes would be an option and available to the home buyer. With respect to lot 48, he stated that they will work with staff in order to determine the best use for this lot. With respect to the one story vs. two story home along the arterial, a two story home would have a one story home on either side. He felt this would provide a great deal of streetscape interest with saw-toothing, different lot sizes and shapes, and widen landscaping. He concluded by stating that Evergreen is very interested in quality.

Council expressed concern regarding automotive related uses and discussed the request for 50% lot coverage.

Mayor Lopez-Rogers opened the public hearing.

Dr. Christina Curtis, resident of Avondale, stated that the commercial pad should be made into a park. She stated there are commercial pads planned for the other nearby corners. She suggested the lighting be kept at a low level. She suggested every street be lined with trees.

Mr. Bull said that the requested land uses are in conformance with the General Plan. He said there is a master site plan approval process for lighting.

Mayor Lopez-Rogers closed the public hearing.

Vice Mayor Wolf moved to approve Z-05-18 with the revised 24 stipulations. Council Member Weise seconded the motion.

ROLL CALL VOTE AS FOLLOWS:

| | |
|---|---|
| Council Member Earp | Aye |
| Council Member Scott | Aye |
| Council Member Buster | Aye |
| Mayor Lopez-Rogers | Aye |
| Vice Mayor Wolf | Aye |
| Council Member Lynch | Aye |
| Council Member Weise | Aye |

Motion carried unanimously.

# FINAL PLAT
FOR
# "FLEMING FARMS, LOT 2"

A SUBDIVISION OF LOT 2 OF FLEMING FARMS RECORDED IN BOOK ___, PAGE __, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, T1N, R1W OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:
THAT EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "FLEMING FARMS, LOT 2", A SUBDIVISION OF LOT 2 OF FLEMING FARMS RECORDED IN BOOK ____, PAGE ___, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FLEMING FARMS, LOT 2," AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DEDICATES TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE PREMISES.

THE PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY DEDICATED BY EVERGREEN–AVONDALE & L. BUCKEYE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, TO THE PUBLIC.

IN WITNESS WHEREOF:
EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME ATTESTED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2008.

EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN RETAIL GROUP, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY _____, DATE _____

ITS: MANAGER

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

BEFORE ME THIS THE ___ DAY OF _____, 2008, _____ PERSONALLY, APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE _____ OF EVERGREEN–AVONDALE & L. BUCKEYE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON, AND ACKNOWLEDGES THAT HE BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

## LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 17, 2006 AND RECORDED ON NOVEMBER 20, 2006 AS DOCUMENT NO. 2006–1522395, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

ELVIN EUGENE (GENE) FLEMING ALSO KNOWN AS ELVIN E. FLEMING

_____

NANCY JOAN FLEMING ALSO KNOWN AS JOAN FLEMING

_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2008 BY ELVIN EUGENE (GENE) FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2008 BY NANCY JOAN FLEMING.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

## LIENHOLDER RATIFICATION

THE UNDERSIGNED ARE THE HOLDERS OF THE BENEFICIARY'S RIGHT, TITLE AND INTEREST UNDER THE DEED OF TRUST DATED NOVEMBER 9, 2007 AND RECORDED ON NOVEMBER 16, 2007 AS DOCUMENT NO. 2007–1226244, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND DO HEREBY RATIFY THIS FINAL PLAT, THIS _____ DAY OF _____, 2008.

COMPASS BANK, AN ALABAMA BANKING CORPORATION

BY: _____

NAME: _____

ITS: _____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2008 BY _____, THE _____ OF COMPASS BANK, AN ALABAMA BANKING CORPORATION, ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY:_____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

☐ Approved
☐ Denied

FP-07-8

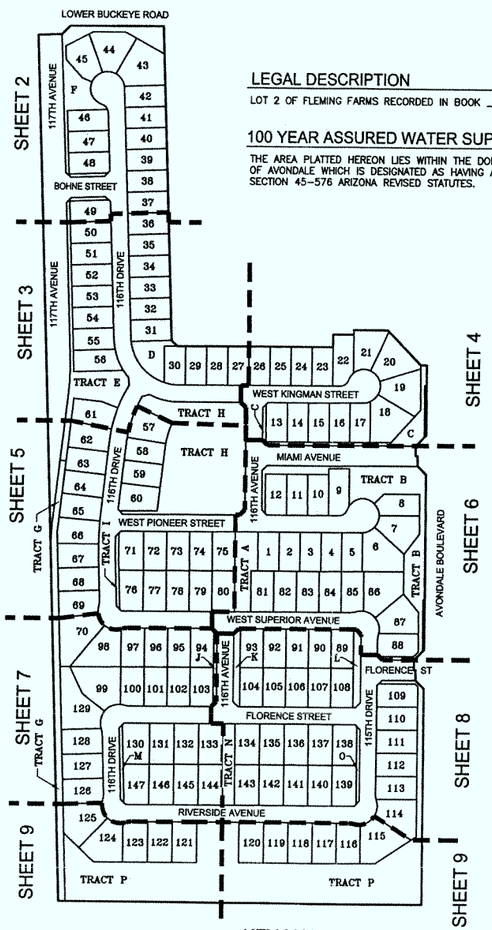
CITY COUNCIL

☑ Approved with Conditions

Date 8-12-4-2008

## SHEET INDEX


| PAGE | NAME |
|---|---|
| 1 | COVER |
| 2–9 | FINAL PLAT |
| 10 | LOT & TRACT TABLES, MISCELLANEOUS DETAILS |


KEY MAP
1"=200'

## LEGAL DESCRIPTION

LOT 2 OF FLEMING FARMS RECORDED IN BOOK ____, PAGE ___, MARICOPA COUNTY RECORDS.

## 100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45–576 ARIZONA REVISED STATUTES.

## LEGEND

| | | | |
|---|---|---|---|
| | SECTION LINE | SVT | SIGHT VISIBILITY TRIANGLE EASEMENT |
| | SUBDIVISION BOUNDARY | SVT1 | 33' X 33' SIGHT VISIBILITY TRIANGLE EASEMENT |
| | CENTERLINE | SVT2 | DETAIL PER A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS 2004, 5TH EDITION, CHAPTER 9 – INTERSECTION SIGHT DISTANCE |
| MCDOT | MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION | MCR | MARICOPA COUNTY RECORDS |
| BCHH | BRASS CAP IN HANDHOLE | VNAE | VEHICULAR NON–ACCESS EASEMENT |
| COR | CORNER | EX. | EXISTING |
| SEC. | SECTION | FP | FINAL PLAT FOR FLEMING FARMS PER BOOK ____, PAGE ___, MCR |
| COA | CITY OF AVONDALE | ◆ | SECTION CORNER, AS NOTED |
| BCF | BRASS CAP FLUSH | ⊡ | SURVEY MONUMENT |
| MCHD | MARICOPA COUNTY HIGHWAY DEPARTMENT | △ | CORNER OF SUBDIVISION, SURVEY MONUMENT W/CAP OR TAG RLS 21782 UNLESS NOTED OTHERWISE |
| PUE | PUBLIC UTILITY EASEMENT | | |
| SWE | SIDEWALK EASEMENT | | |
| R/W | RIGHT OF WAY | | |


## OWNER/DEVELOPER

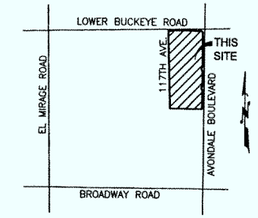
EVERGREEN-AVONDALE & L. BUCKEYE, L.L.C.
2390 E. CAMELBACK ROAD
SUITE 410
PHOENIX, AZ 85016
PH: (602) 808–8600
FAX: (602) 567–7162
CONTACT: MATT BUTCHER

## ENGINEER

M2 GROUP, INC.
10320 WEST MCDOWELL RD.
SUITE F–6020
AVONDALE, ARIZONA 85323
PHONE: (480) 396–1840
FAX: (623) 543–9850
CONTACT: PHILLIP ALLRED

## SURVEYOR

M2 GROUP, INC.
4854 E. BASELINE RD.
SUITE 104
MESA, AZ 85206
PH: (480) 539–7497
FAX: (480) 539–2810
CONTACT: SCOTT A. NELSON


VICINITY MAP
N.T.S.

## NOTES

1. ALL LANDSCAPING WITHIN THE PUBLIC RIGHT–OF–WAY AND PRIVATE DRIVES IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES LESS THAN 69 KV TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASINS INTO COMPLIANCE.

8. SIGHT VISIBILITY TRIANGLE EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 2' IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. TREE CANOPIES OVERHANGING THE EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7'.

9. TRACTS A THROUGH P ARE COMMON AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES SHOWN IN THE TRACT TABLE ON SHEET 10.

10. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT AND CC&R'S THAT THE SUBDIVISION IS LOCATED WITHIN THREE (3) MILES OF PHOENIX INTERNATIONAL RACEWAY (PIR). A MAP SHOWING THE LOCATION OF PIR IN RELATION TO THE SUBDIVISION, AND PRIMARY ROUTES USED BY EVENT TRAFFIC, SHALL BE PROMINENTLY DISPLAYED IN THE MODEL HOME SALES OFFICE.

11. PROSPECTIVE HOMEBUYERS SHALL BE INFORMED BY AFFIDAVIT, CC&R'S AND POSTED NOTICE IN THE MODEL HOME SALES OFFICE OF THE FOLLOWING CONDITIONS:
    A. PARCELS ZONED FOR FUTURE COMMERCIAL USE ARE LOCATED ON THE NORTHWEST CORNER, THE NORTHEAST CORNER AND THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND AVONDALE BOULEVARD.
    B. RUDD SUBSTATION IS LOCATED WITHIN 1/2 MILE OF THIS SUBDIVISION. 230 KV POWER LINES EXIST ALONG THE SOUTHERN BOUNDARY OF THIS SUBDIVISION. ADDITIONAL 69 KV POWER LINES ARE PLANNED IN THAT SAME LOCATION.
    C. AN EXISTING DAIRY FARM IS LOCATED WEST OF AND ADJACENT TO THIS SUBDIVISION, IF SUCH DAIRY FARM IS STILL IN OPERATION AT THE TIME OF THE FIRST BUILDING PERMIT ISSUANCE.
    D. THE DEVELOPMENT IS LOCATED IN THE FUTURE STATE ROUTE 801 STUDY AREA.
    E. A PUBLIC SAFETY FACILITY IS LOCATED ON THE NORTHWEST CORNER OF AVONDALE BOULEVARD AND DURANGO STREET.
    F. LA JOYA HIGH SCHOOL IS LOCATED WITHIN 1/2 MILE OF THIS SUBDIVISION.

12. ALL SIGNAGE FOR THE SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

## BENCHMARK

CITY OF AVONDALE BENCHMARK #46 2" MCDOT BRASS CAP IN HANDHOLE 0.45' DOWN NO STAMPING LOCATED AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, G.&S.R.M.
ELEVATION = 977.00' (CITY OF AVONDALE DATUM)(SHOT ON 5/10/07)

## BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 05 SECONDS EAST, PER THE PLSS RECORD OF SURVEY RECORDED IN BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS.

## FLOOD ZONING

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C2095F DATED SEPTEMBER 30, 2005, THE SUBJECT PROPERTY IS LOCATED IN ZONE X. ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1.0% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

## APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS ____ DAY OF _____, 2008.

_____ _____
MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

## CERTIFICATION

I, SCOTT A. NELSON, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF TEN (10) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2007, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SCOTT A. NELSON #21782

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 8-7-08
ARIZONA, U.S.A.
EXPIRES 9-30-2009

REVISIONS:


M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810


FINAL PLAT
PROJECT: FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

JOB NO. 06121ED
6121FP01.DWG
SHEET NO. 1
1 OF 10

DATE PREPARED: 4/7/08

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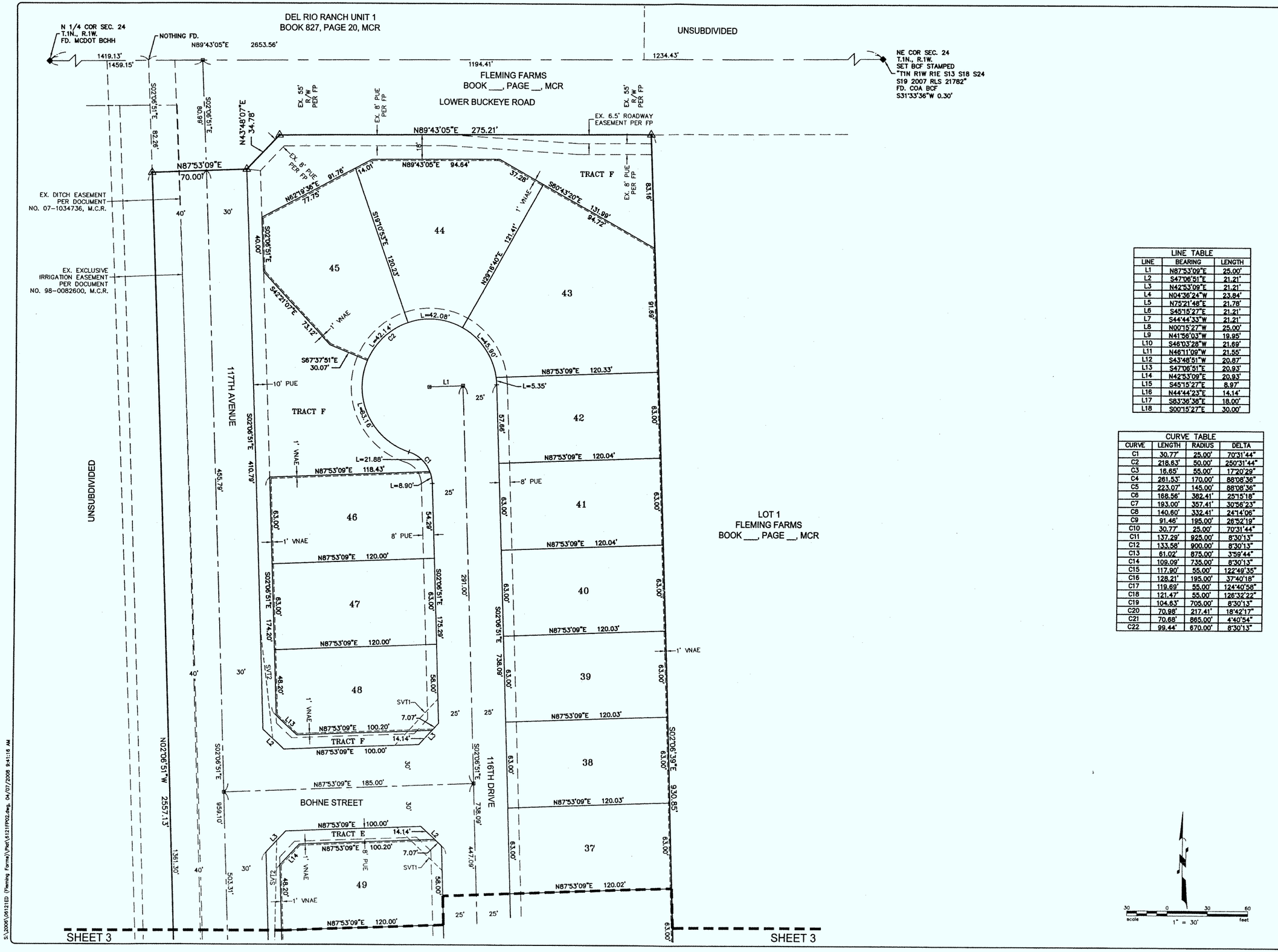


| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N87°53'09"E | 25.00' |
| L2 | S47°06'51"E | 21.21' |
| L3 | N42°53'09"E | 21.21' |
| L4 | N04°36'24"W | 23.84' |
| L5 | N75°21'48"E | 21.78' |
| L6 | S45°15'27"E | 21.21' |
| L7 | S44°44'33"W | 21.21' |
| L8 | N00°15'27"W | 25.00' |
| L9 | N41°56'03"W | 19.95' |
| L10 | S46°03'28"W | 21.69' |
| L11 | N46°11'09"W | 21.55' |
| L12 | S43°48'51"W | 20.87' |
| L13 | S47°06'51"E | 20.93' |
| L14 | N42°53'09"E | 20.93' |
| L15 | S45°15'27"E | 8.97' |
| L16 | N44°44'23"E | 14.14' |
| L17 | S83°36'38"E | 18.00' |
| L18 | S00°15'27"E | 30.00' |

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| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 30.77' | 25.00' | 70°31'44" |
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| C4 | 261.53' | 170.00' | 88°08'36" |
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| C6 | 168.56' | 382.41' | 25°15'18" |
| C7 | 193.00' | 357.41' | 30°56'23" |
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| C12 | 133.58' | 900.00' | 8°30'13" |
| C13 | 61.02' | 875.00' | 3°59'44" |
| C14 | 109.09' | 735.00' | 8°30'13" |
| C15 | 117.90' | 55.00' | 122°49'35" |
| C16 | 128.21' | 195.00' | 37°40'18" |
| C17 | 119.69' | 55.00' | 124°40'58" |
| C18 | 121.47' | 55.00' | 126°32'22" |
| C19 | 104.63' | 705.00' | 8°30'13" |
| C20 | 70.98' | 217.41' | 18°42'17" |
| C21 | 70.68' | 865.00' | 4°40'54" |
| C22 | 99.44' | 670.00' | 8°30'13" |

scale 1" = 30' feet

REVISIONS

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT:
FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed
ARIZONA, U.S.A.
EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP02.DWG

SHEET NO.
2



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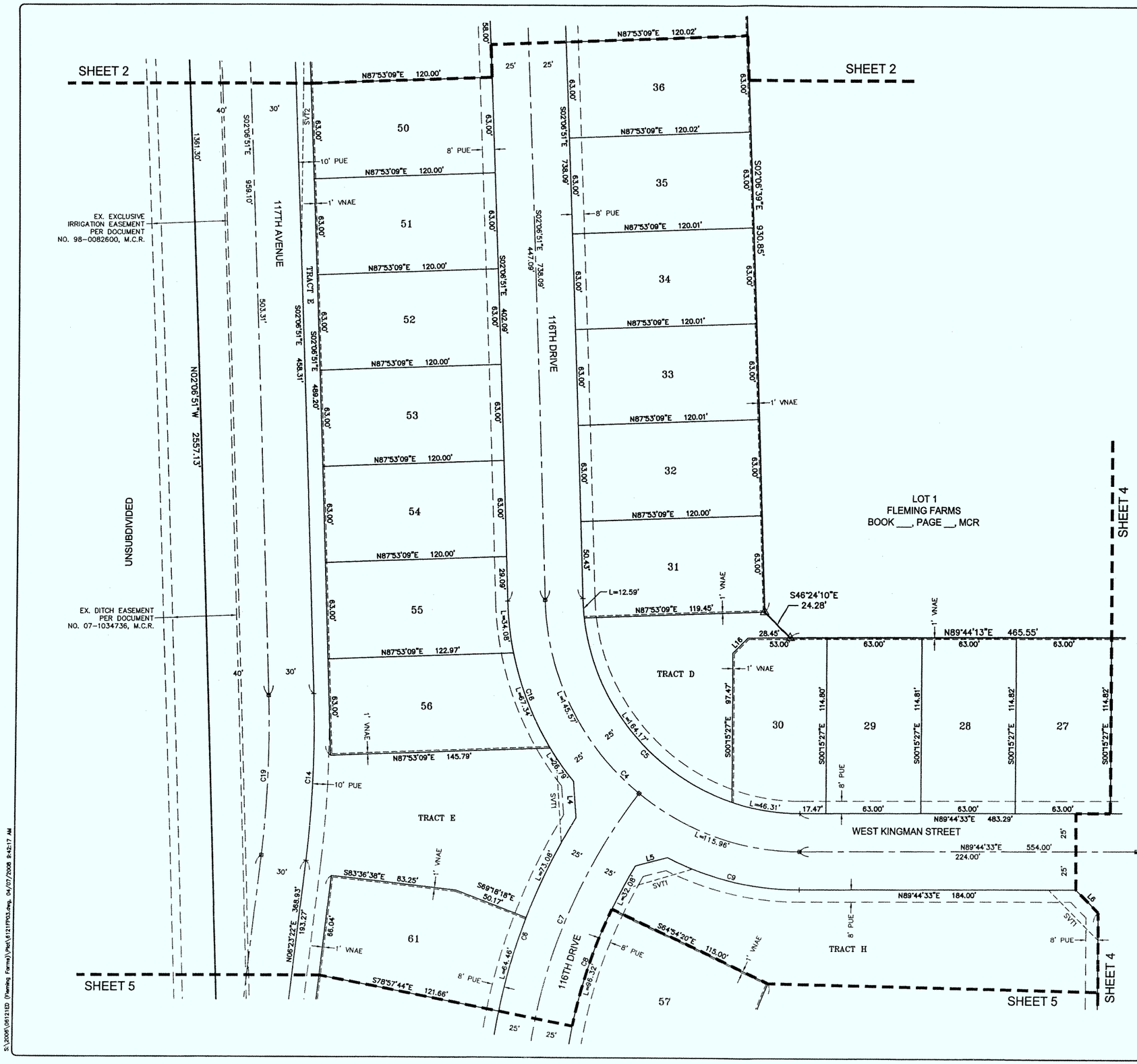


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REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
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tel: (480) 539-7497
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# FINAL PLAT

PROJECT:

## FLEMING FARMS, LOT 2

AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed 4-7-08
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO. 06121ED

6121FP03.DWG

SHEET NO. 3



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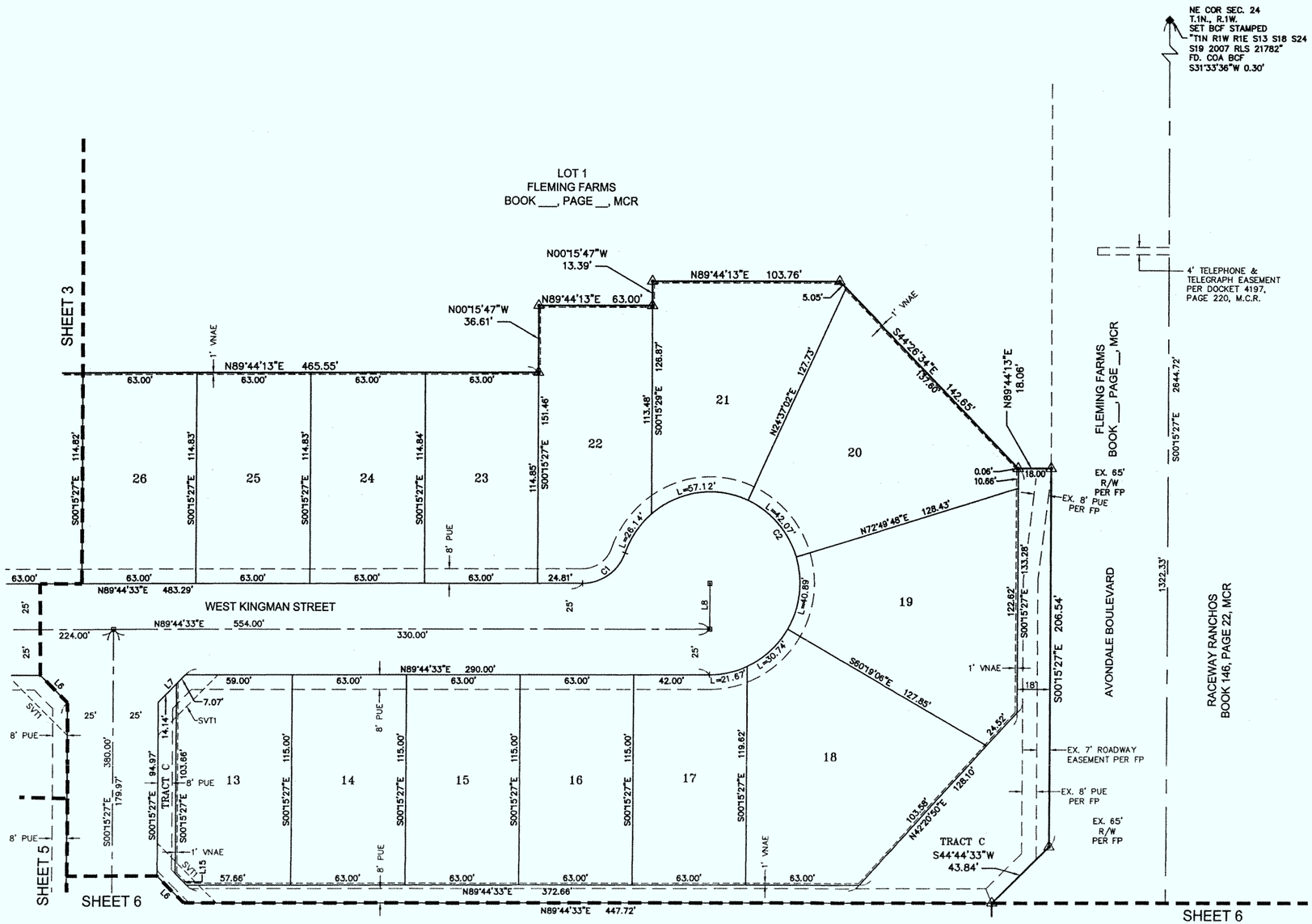


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FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP04.DWG

SHEET NO.
4

4 OF 10

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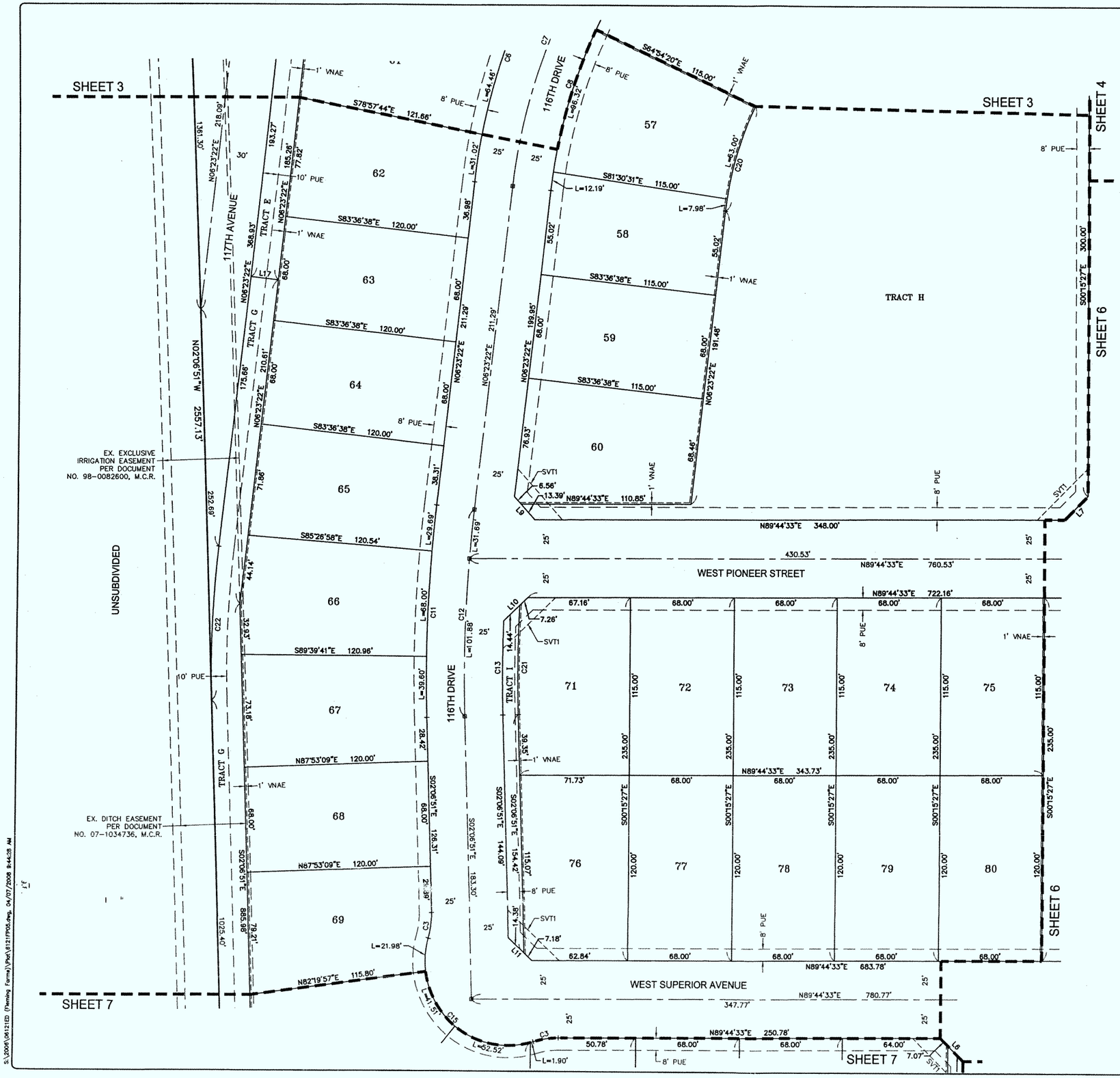


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| C3 | 16.65' | 55.00' | 17°20'29" |
| C4 | 261.53' | 170.00' | 88°08'36" |
| C5 | 223.07' | 145.00' | 88°08'36" |
| C6 | 168.56' | 382.41' | 25°15'18" |
| C7 | 193.00' | 357.41' | 30°56'23" |
| C8 | 140.60' | 332.41' | 24°14'06" |
| C9 | 91.46' | 195.00' | 26°52'19" |
| C10 | 30.77' | 25.00' | 70°31'44" |
| C11 | 137.29' | 925.00' | 8°30'13" |
| C12 | 133.58' | 900.00' | 8°30'13" |
| C13 | 61.02' | 875.00' | 3°59'44" |
| C14 | 109.09' | 735.00' | 8°30'13" |
| C15 | 117.90' | 55.00' | 122°49'35" |
| C16 | 128.21' | 195.00' | 37°40'18" |
| C17 | 119.69' | 55.00' | 124°40'58" |
| C18 | 121.47' | 55.00' | 126°32'22" |
| C19 | 104.63' | 705.00' | 8°30'13" |
| C20 | 70.98' | 217.41' | 18°42'17" |
| C21 | 70.68' | 865.00' | 4°40'54" |
| C22 | 99.44' | 670.00' | 8°30'13" |

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
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fax: (480) 539-2910

FINAL PLAT

PROJECT:

FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A. NELSON
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP05.DWG

SHEET NO.
5

5 OF 10

scale 1" = 30' feet

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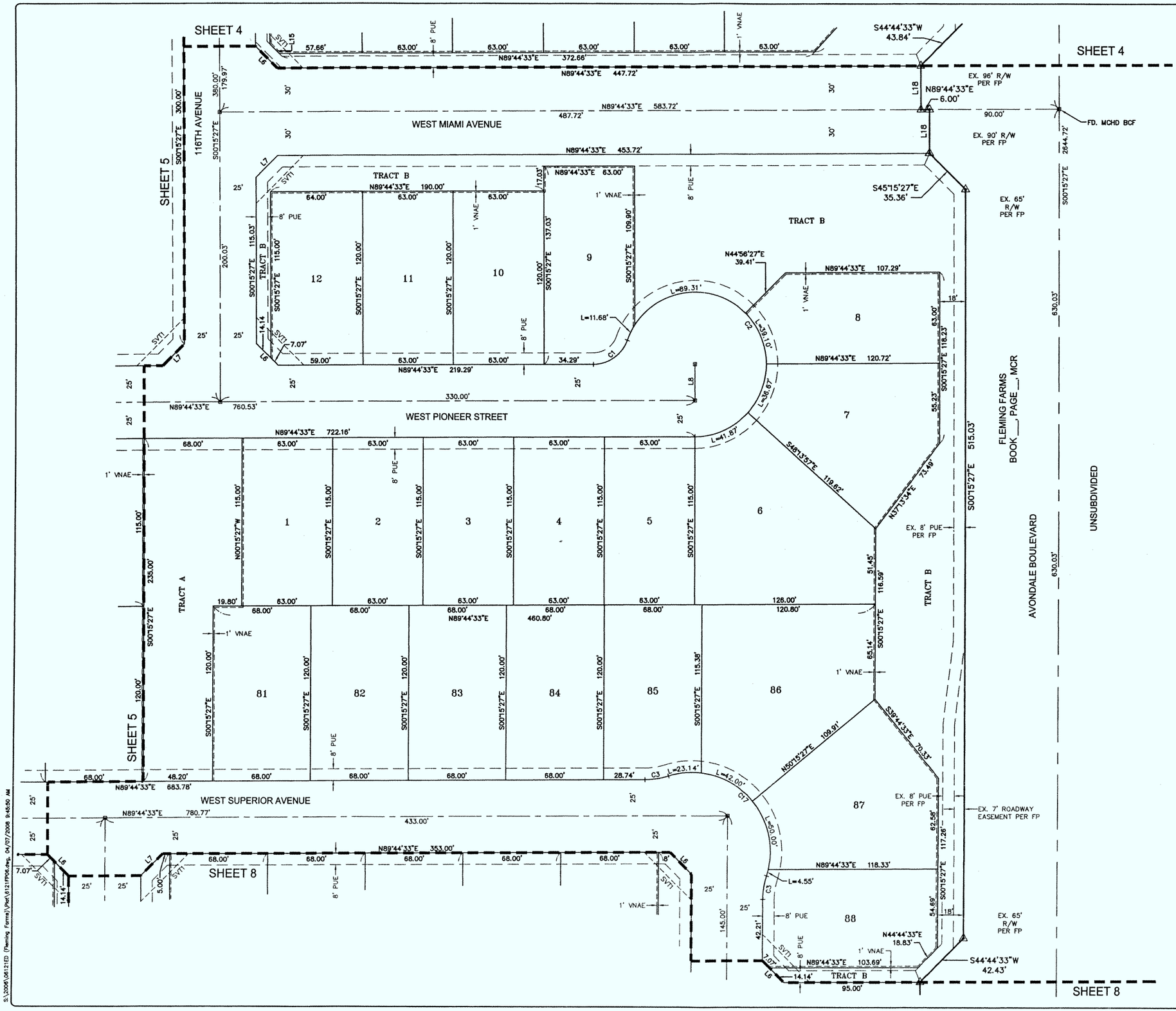


| LINE TABLE | | |
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| LINE | BEARING | LENGTH |
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| L2 | S47°06'51"E | 21.21' |
| L3 | N42°53'09"E | 21.21' |
| L4 | N04°36'24"W | 23.84' |
| L5 | N75°21'48"E | 21.78' |
| L6 | S45°15'27"E | 21.21' |
| L7 | S44°44'33"W | 21.21' |
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SCOTT A. NELSON
Date Signed 9-30-2009
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO.
06121ED

6121FP06.DWG

SHEET NO.
6

6 OF 10

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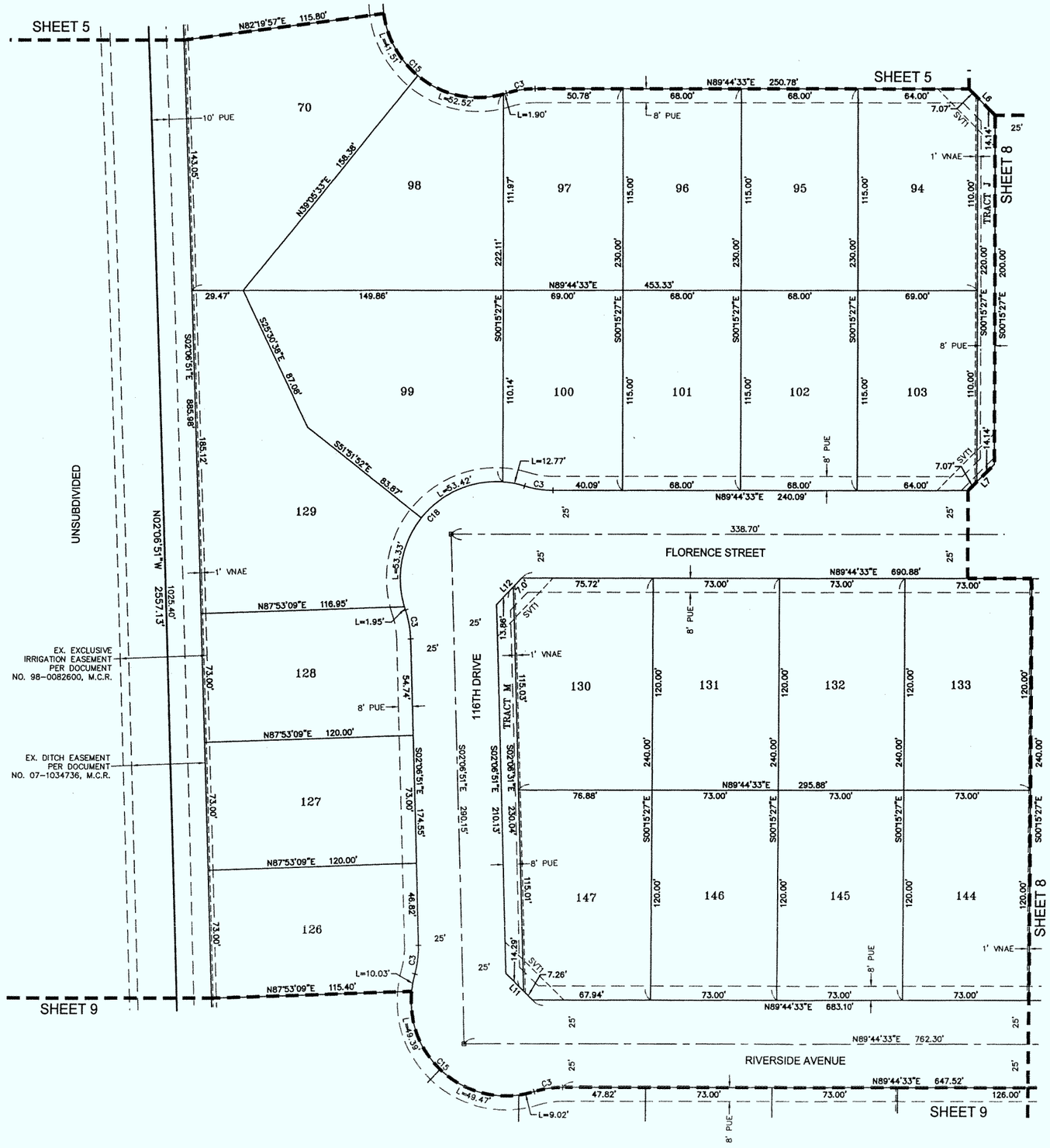


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ARIZONA, U.S.A.
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JOB NO. 06121ED

6121FP07.DWG

SHEET NO. 7

7 OF 10

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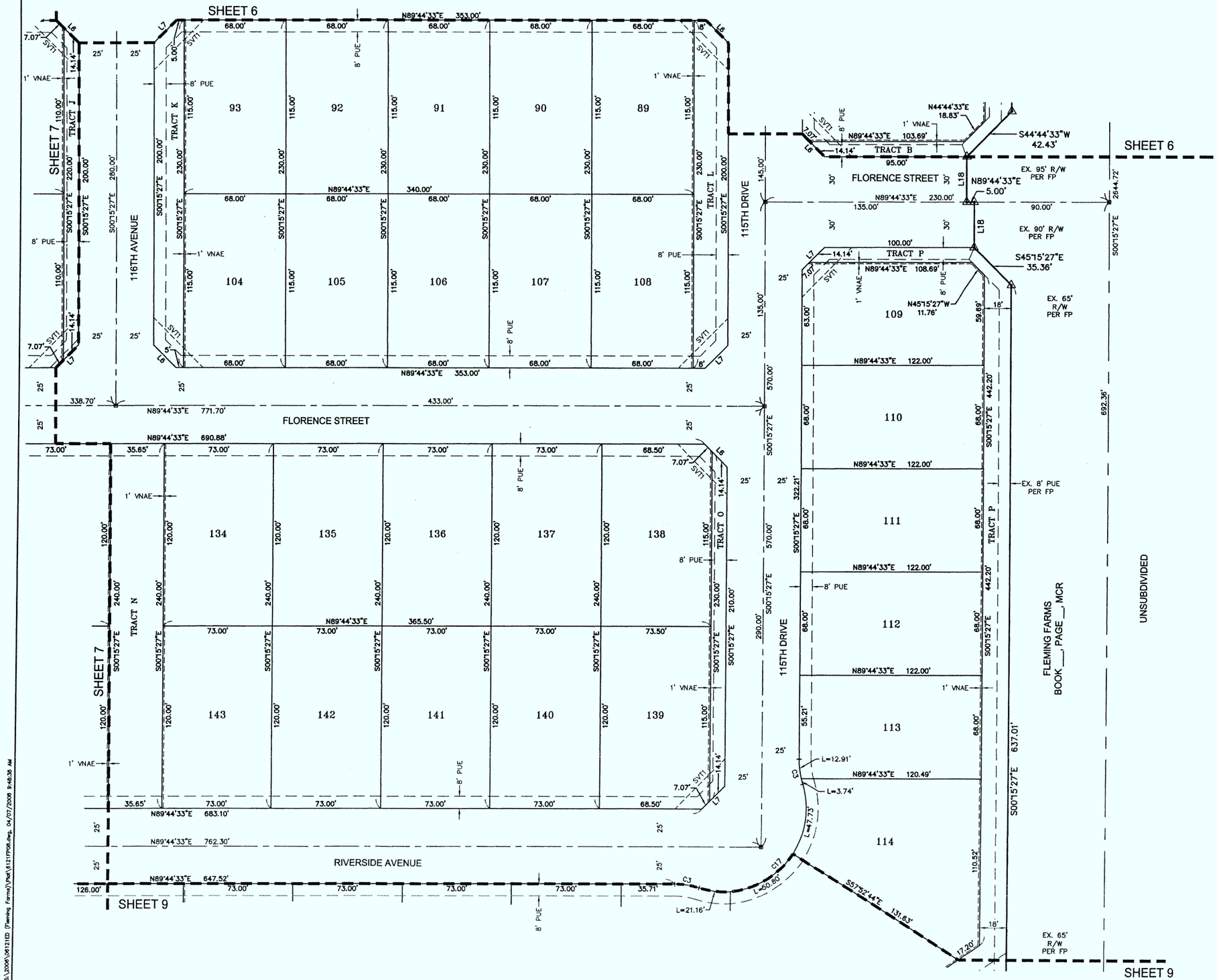


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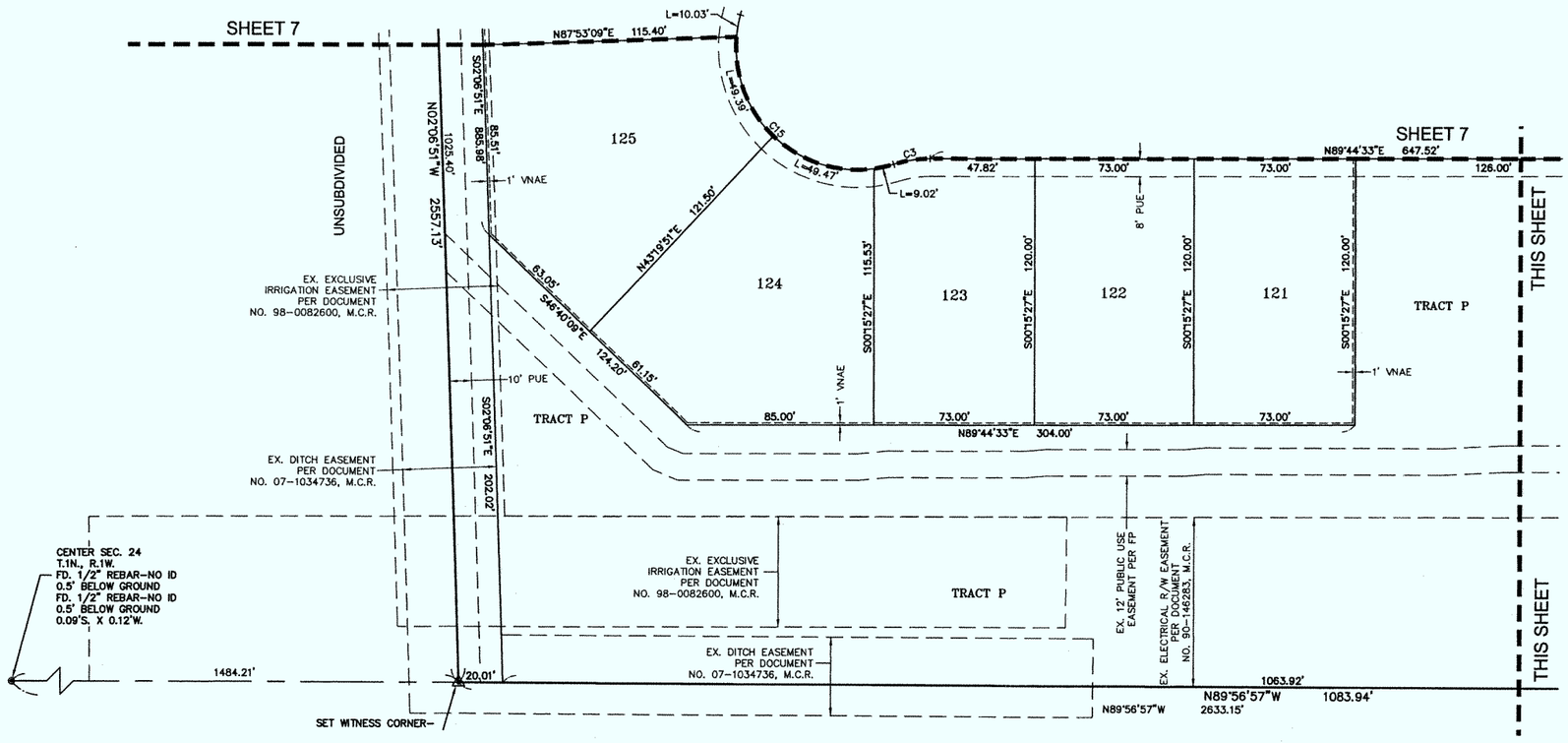


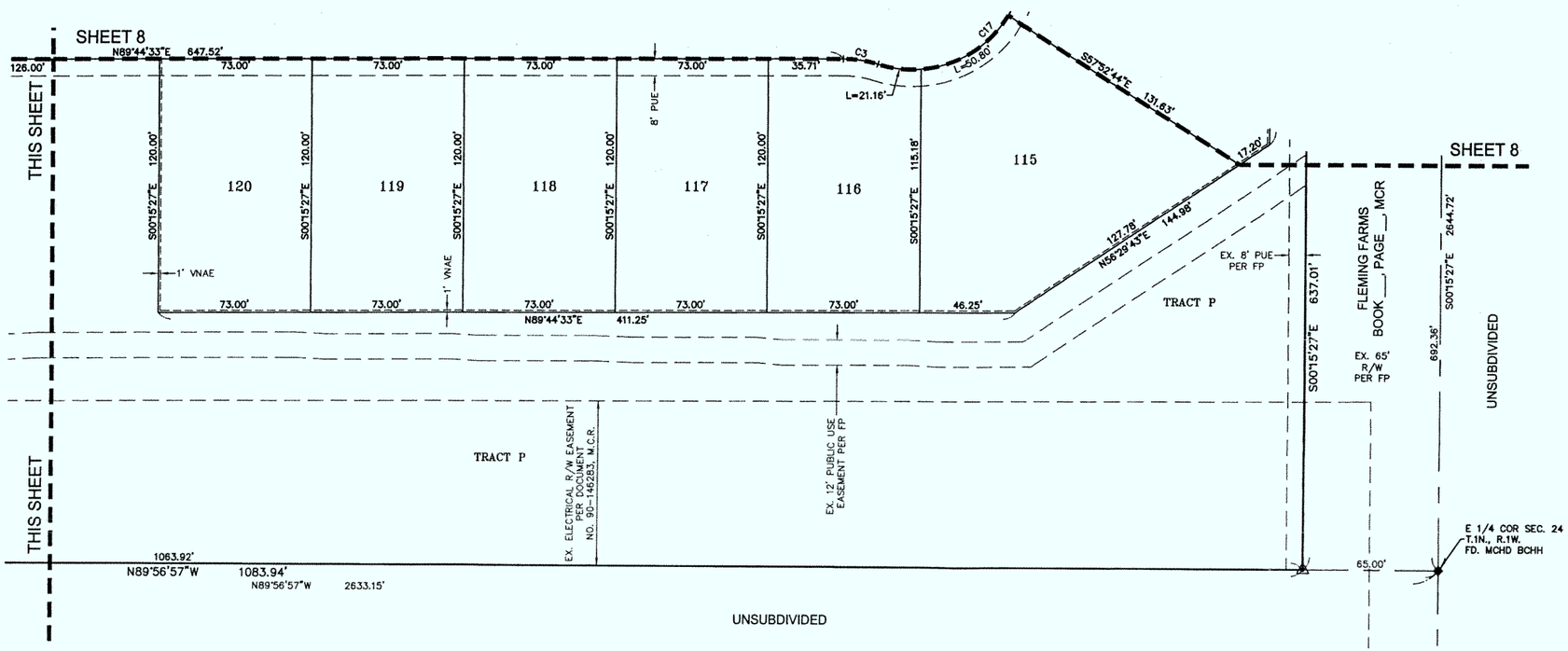


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scale 30 0 30 60 feet
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9 OF 10

S:\2006\06121ED (Fleming Farms)\Plat\6121FP09.dwg, 04/07/2008 9:49:46 AM

## LOT AREA TABLE

| DESCRIPTION | AREA | | DESCRIPTION | AREA | | DESCRIPTION | AREA | |
|---|---|---|---|---|---|---|---|---|
| LOT 1 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 50 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 99 | 13,792 SQ. FT. | 0.3166 ACRES |
| LOT 2 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 51 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 100 | 7,872 SQ. FT. | 0.1807 ACRES |
| LOT 3 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 52 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 101 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 4 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 53 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 102 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 5 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 54 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 103 | 7,923 SQ. FT. | 0.1819 ACRES |
| LOT 6 | 12,590 SQ. FT. | 0.2890 ACRES | LOT 55 | 7,593 SQ. FT. | 0.1743 ACRES | LOT 104 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 7 | 10,011 SQ. FT. | 0.2298 ACRES | LOT 56 | 8,336 SQ. FT. | 0.1914 ACRES | LOT 105 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 8 | 7,780 SQ. FT. | 0.1786 ACRES | LOT 57 | 9,161 SQ. FT. | 0.2103 ACRES | LOT 106 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 9 | 8,411 SQ. FT. | 0.1931 ACRES | LOT 58 | 7,488 SQ. FT. | 0.1719 ACRES | LOT 107 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 10 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 59 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 108 | 7,820 SQ. FT. | 0.1795 ACRES |
| LOT 11 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 60 | 8,631 SQ. FT. | 0.1982 ACRES | LOT 109 | 8,249 SQ. FT. | 0.1894 ACRES |
| LOT 12 | 7,668 SQ. FT. | 0.1760 ACRES | LOT 61 | 8,714 SQ. FT. | 0.2000 ACRES | LOT 110 | 8,296 SQ. FT. | 0.1904 ACRES |
| LOT 13 | 7,327 SQ. FT. | 0.1682 ACRES | LOT 62 | 8,767 SQ. FT. | 0.2013 ACRES | LOT 111 | 8,296 SQ. FT. | 0.1904 ACRES |
| LOT 14 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 63 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 112 | 8,296 SQ. FT. | 0.1904 ACRES |
| LOT 15 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 64 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 113 | 8,290 SQ. FT. | 0.1903 ACRES |
| LOT 16 | 7,245 SQ. FT. | 0.1663 ACRES | LOT 65 | 8,397 SQ. FT. | 0.1928 ACRES | LOT 114 | 10,756 SQ. FT. | 0.2469 ACRES |
| LOT 17 | 7,277 SQ. FT. | 0.1671 ACRES | LOT 66 | 8,818 SQ. FT. | 0.2024 ACRES | LOT 115 | 13,136 SQ. FT. | 0.3016 ACRES |
| LOT 18 | 12,160 SQ. FT. | 0.2791 ACRES | LOT 67 | 8,484 SQ. FT. | 0.1948 ACRES | LOT 116 | 8,656 SQ. FT. | 0.1987 ACRES |
| LOT 19 | 11,572 SQ. FT. | 0.2657 ACRES | LOT 68 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 117 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 20 | 11,280 SQ. FT. | 0.2589 ACRES | LOT 69 | 8,698 SQ. FT. | 0.1997 ACRES | LOT 118 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 21 | 9,607 SQ. FT. | 0.2206 ACRES | LOT 70 | 13,447 SQ. FT. | 0.3087 ACRES | LOT 119 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 22 | 9,007 SQ. FT. | 0.2068 ACRES | LOT 71 | 8,367 SQ. FT. | 0.1921 ACRES | LOT 120 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 23 | 7,235 SQ. FT. | 0.1661 ACRES | LOT 72 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 121 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 24 | 7,235 SQ. FT. | 0.1661 ACRES | LOT 73 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 122 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 25 | 7,234 SQ. FT. | 0.1661 ACRES | LOT 74 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 123 | 8,715 SQ. FT. | 0.2001 ACRES |
| LOT 26 | 7,234 SQ. FT. | 0.1661 ACRES | LOT 75 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 124 | 11,700 SQ. FT. | 0.2686 ACRES |
| LOT 27 | 7,234 SQ. FT. | 0.1661 ACRES | LOT 76 | 8,361 SQ. FT. | 0.1920 ACRES | LOT 125 | 11,855 SQ. FT. | 0.2721 ACRES |
| LOT 28 | 7,233 SQ. FT. | 0.1661 ACRES | LOT 77 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 126 | 8,710 SQ. FT. | 0.2000 ACRES |
| LOT 29 | 7,233 SQ. FT. | 0.1660 ACRES | LOT 78 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 127 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 30 | 7,072 SQ. FT. | 0.1624 ACRES | LOT 79 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 128 | 8,741 SQ. FT. | 0.2007 ACRES |
| LOT 31 | 7,558 SQ. FT. | 0.1735 ACRES | LOT 80 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 129 | 14,863 SQ. FT. | 0.3412 ACRES |
| LOT 32 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 81 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 130 | 9,445 SQ. FT. | 0.2168 ACRES |
| LOT 33 | 7,561 SQ. FT. | 0.1736 ACRES | LOT 82 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 131 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 34 | 7,561 SQ. FT. | 0.1736 ACRES | LOT 83 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 132 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 35 | 7,561 SQ. FT. | 0.1736 ACRES | LOT 84 | 8,160 SQ. FT. | 0.1873 ACRES | LOT 133 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 36 | 7,561 SQ. FT. | 0.1736 ACRES | LOT 85 | 8,046 SQ. FT. | 0.1847 ACRES | LOT 134 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 37 | 7,562 SQ. FT. | 0.1736 ACRES | LOT 86 | 12,885 SQ. FT. | 0.2958 ACRES | LOT 135 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 38 | 7,562 SQ. FT. | 0.1736 ACRES | LOT 87 | 10,516 SQ. FT. | 0.2414 ACRES | LOT 136 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 39 | 7,562 SQ. FT. | 0.1736 ACRES | LOT 88 | 8,168 SQ. FT. | 0.1875 ACRES | LOT 137 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 40 | 7,562 SQ. FT. | 0.1736 ACRES | LOT 89 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 138 | 8,807 SQ. FT. | 0.2022 ACRES |
| LOT 41 | 7,562 SQ. FT. | 0.1736 ACRES | LOT 90 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 139 | 8,808 SQ. FT. | 0.2022 ACRES |
| LOT 42 | 7,563 SQ. FT. | 0.1736 ACRES | LOT 91 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 140 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 43 | 14,451 SQ. FT. | 0.3318 ACRES | LOT 92 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 141 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 44 | 11,238 SQ. FT. | 0.2580 ACRES | LOT 93 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 142 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 45 | 9,136 SQ. FT. | 0.2097 ACRES | LOT 94 | 7,923 SQ. FT. | 0.1819 ACRES | LOT 143 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 46 | 7,556 SQ. FT. | 0.1735 ACRES | LOT 95 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 144 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 47 | 7,560 SQ. FT. | 0.1736 ACRES | LOT 96 | 7,820 SQ. FT. | 0.1795 ACRES | LOT 145 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 48 | 7,438 SQ. FT. | 0.1708 ACRES | LOT 97 | 7,916 SQ. FT. | 0.1817 ACRES | LOT 146 | 8,760 SQ. FT. | 0.2011 ACRES |
| LOT 49 | 7,438 SQ. FT. | 0.1708 ACRES | LOT 98 | 11,735 SQ. FT. | 0.2694 ACRES | LOT 147 | 8,980 SQ. FT. | 0.2062 ACRES |

TOTAL AREA 1,255,769 SQ. FT. OR 28.8285 ACRES MORE OR LESS

## TRACT TABLE

| TRACT | AREA (acres) | DESCRIPTION OF USE |
|---|---|---|
| A | 0.312 | LANDSCAPE/NEIGHBORHOOD TRAIL |
| B | 1.015 | LANDSCAPE/RETENTION/DRAINAGE |
| C | 0.312 | LANDSCAPE |
| D | 0.207 | LANDSCAPE/PEDESTRIAN CONNECTION |
| E | 0.566 | LANDSCAPE/RETENTION/DRAINAGE/PEDESTRIAN CONNECTION |
| F | 0.572 | LANDSCAPE/RETENTION/DRAINAGE |
| G | 0.585 | LANDSCAPE |
| H | 1.955 | LANDSCAPE/RETENTION/DRAINAGE/AMENITIES |
| I | 0.049 | LANDSCAPE |
| J | 0.048 | LANDSCAPE |
| K | 0.100 | LANDSCAPE/NEIGHBORHOOD TRAIL |
| L | 0.116 | LANDSCAPE |
| M | 0.050 | LANDSCAPE |
| N | 0.196 | DRAINAGE/LANDSCAPE/NEIGHBORHOOD TRAIL |
| O | 0.051 | LANDSCAPE |
| P | 3.701 | LANDSCAPE/RETENTION/DRAINAGE/AMENITIES/REGIONAL TRAIL/NEIGHBORHOOD TRAIL |
| TOTAL | 9.835 | |

NOTE: NOT ALL OF THE EASEMENTS LISTED IN THE TRACT SUMMARY TABLE ENCOMPASS THE ENTIRE TRACT.

## LAND USE TABLE

| | |
|---|---|
| GROSS ACREAGE AREA | 49.82 ACRES |
| RIGHT-OF-WAY | 11.15 ACRES |
| NET ACREAGE | 38.67 ACRES |
| AREA OF TRACTS | 9.84 ACRES |
| AREA OF LOTS | 28.83 ACRES |
| TOTAL NUMBER OF LOTS | 147 LOTS |
| OVERALL DENSITY | 2.95 DU/GROSS AC |
| AVERAGE AREA PER LOT | 8,543 SF |
| MINIMUM LOT AREA | 7,072 SF |

REVISIONS:

M2 Group, Inc.
4854 E. Baseline Road
Suite 104
Mesa, Arizona 85206
tel: (480) 539-7497
fax: (480) 539-2810

FINAL PLAT

PROJECT: FLEMING FARMS, LOT 2
AVONDALE, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 21782
SCOTT A. NELSON
Date Signed
ARIZONA, U.S.A.

EXPIRES 9-30-2009

JOB NO. 06121ED

6121FP10.DWG

SHEET NO. 10



S:\2006\06121ED (Fleming Farms)\Plat\6121FP10.dwg, 04/07/2008 9:50:47 AM

# PAD ZONING EXTENSION NARRATIVE

# Fleming Farms PAD
**(Submitted June, 22 2010)**

CITY OF AVONDALE
JUL 14 2010
DEVELOPMENT SERVICES

## I. Location

- **Nearest intersecting streets of the property.**

  *Avondale Boulevard and Lower Buckeye Road*

- **Size of the property (acreage).**

  *Residential: Fleming Farms, Lot 2 = 49.82 acres (net of dedicated arterial ROW)*
  *Commercial: Fleming Farms, Lot 1 = 16.63 acres (net of dedicated arterial ROW)*

## II. History

- **Date annexed.**

  *April 17, 2006 – Ordinance No. 1180-406*

- **Date zoned to Planned Area Development (PAD).**

  *September 5, 2006 – Ordinance No. 1999-906*

- **Subsequent action(s) with staff, the Planning Commission or City Council after zoning to PAD. List all dates. Be sure to list all approvals.**

  *Preliminary Plat and Landscaping Plans*
  *a) Approved by Planning Commission – June 21, 2007*
  *b) Approved by Council – July 16, 2007*

  *Fleming Farms Final Plat (Bulk Plat/Map of Dedication)*
  *a) Approved by Council – April 21, 2008*
  *b) Recorded – May 28, 2008 (Book 989 Page 41; 2008-0465698)*

  *Fleming Farms Final Plat (Lot 2 – Residential Subdivision):*
  *a) Approved by Council April 21, 2008*
  *b) Recorded - June 19, 2008 (993 Page 41; 2008-0544093)*

  *Final Construction Documents (Including all civil engineering, electrical and street lighting, landscaping, and traffic engineering reports)*
  *a) 1st Submittal – October 2007*
  *c) City Review Comments Received – November 2007*

  *b) 2nd Submittal – March 2008*
  *d) City Review Comments Received – April 2008*

c) *MCDOT Approval of Offsite Plans – April 1, 2009*

d) *3rd Submittal – May 7, 2009*

e) *City Review Comments Received May 11, 2009*

e) *Onsite and Offsite Street Light Plan Approval – May 11, 2009*

f) *All Onsite Civil Plans Approved – May 11, 2009*

g) *Offsite Sewer Plans Approved – May 11, 2009*

h) *Onsite and Offsite Landscape Plans Approved – May 13, 2009*

i) *Offsite Paving Plans Approved – July 7, 2009*

j) *Offsite Water Plans Approved – July 7, 2009*

## III. Request

- **Request is for a maximum year extension**

  *This request is for a one year extension.*

## IV. Justification

- **Why wasn't the property developed within the four year allotment?**

  *The current depressed state of the residential and commercial real estate markets and the uncertainty in the overall economy has made it unfeasible to develop the property at this time.*

- **Why will one more year make a difference?**

  *This project needs further stability in the marketplace and a return of consumer confidence in order to be successful and deliver what is currently envisioned. Should the supply and demand metrics and economy support the construction of the project within the next year, the additional one-year time extension will be required to provide adequate time to schedule and commence construction of the necessary improvements.*

- **What step in the development process is the project in as of the date of this application?**

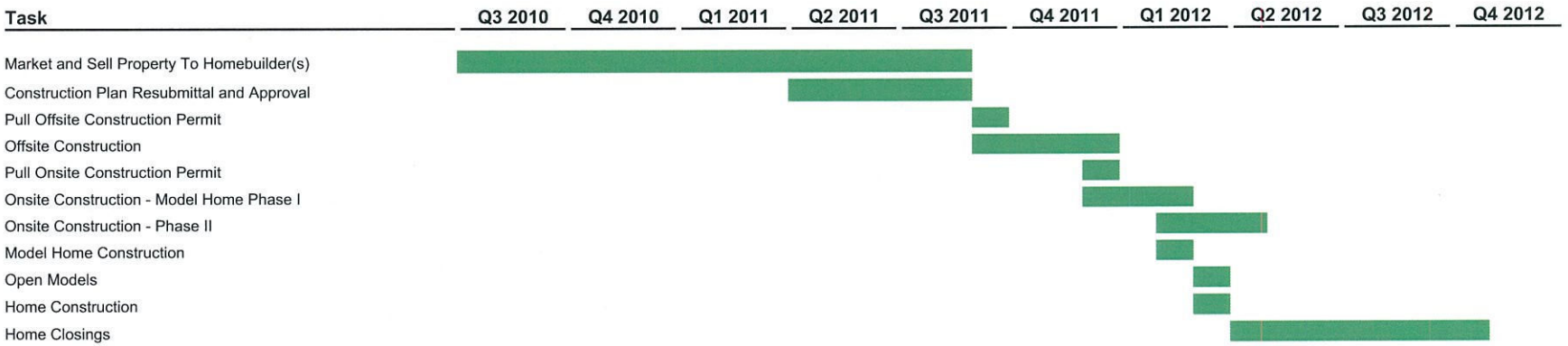
  *The final plat has been approved by the City and recorded, along with a Map of Dedication which dedicated the public ROW for Avondale Boulevard and Lower Buckeye Road. All construction plans for the development of the residential subdivision and offsite improvements have been approved.*

- **Provide a development schedule that shows how construction will be underway within the time period granted by the extension.**

  *A projected development schedule is attached.*

EVERGREEN

## Fleming Farms
## Projected Development Schedule
REVISED FOR PAD EXTENSION - 2010




**Notes:**

**Schedule is estimated and subject to market conditions and demands.**

EVERGREEN
REAL ESTATE DEVELOPMENT

2390 E Camelback Rd, Suite 410 - Phoenix, Arizona 85016 - P: 602.808.8600 - F: 602.808.9100
200 N Maryland Ave, Suite 201 - Glendale, California 91206 - P: 818.240.8727 - F: 818.240.1823

June 30, 2010

**Via Certified Mail**

Mr. Andrew McGuire
Gust Rosenfeld, PLC
201 E Washington Street, Suite 800
Phoenix, AZ 85004

Ms. Tracy Stevens
City of Avondale
11465 W Civic Center Drive, Suite 110
Avondale, AZ 85323

**Re: Extension of Fleming Farms PAD**

As you know, an application requesting the extension of the Fleming Farms PAD was submitted to the City on June 24, 2010 ("Extension"). This is the second request for extension under Section 6 of the City's Zoning Ordinance. The Fleming Farms PAD was approved by the City Council on September 6, 2006.

For the reasons summarized in letters to you from Evergreen's legal counsel, Mr. Ed Bull, dated July 13, 2009 and August 4, 2008, it is still Evergreen's position that at least the single-family portion of the Fleming Farms PAD is vested and should not be at risk of reversion or expiration and not need the Extension currently being requested. However, the Extension has been submitted to the City as a precaution and without waiving any vesting or other rights, enlistments or approvals.

Enclosed for your convenience is a copy of Mr. Bull's aforementioned letters (including attachments).

Thank you for your consideration. I can be reached at 602-808-8600 or via email at gregg.alpert@evergreendev.com if you wish to discuss this matter further.

Sincerely,

Gregg Alpert
Evergreen Devco, Inc.

Cc: Eric Morgan, City of Avondale (via email)
Ed Bull, Burch and Cracchiolo, P.A. (via email)
Matt Butcher, Evergreen (via email)

Enclosures

BURCH & CRACCHIOLO, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS
P.O. BOX 16882
PHOENIX, ARIZONA 85011

702 EAST OSBORN ROAD
SUITE 200
PHOENIX, ARIZONA 85014

(602) 274-7611
FAX (602) 234-0341

Ed Bull
(602) 234-9913

July 13, 2009

Mr. Andrew McGuire
Gust Rosenfeld, PLC
201 E. Washington St., Suite 800
Phoenix, Arizona 85004

Mr. Brian Berndt
City of Avondale
Development Services Department
11465 W. Civic Center Drive. Suite 110
Avondale, Arizona 85323

*Re: Extension of Fleming Farms PAD (Application Z-09-1)*

Dear Andrew and Brian:

As you know, on behalf of Evergreen Avondale and L. Buckeye, LLC and Fleming Farms Commercial, LLC, Evergreen has requested an extension of the Fleming Farms PAD (SWC of Avondale Boulevard and Lower Buckeye Road). The request for extension is scheduled to be considered by the City Council on August 10, 2009.

The Fleming Farms PAD was approved by the City Council less than three years ago on September 5, 2006. This is Evergreen's first request for extension under the City's newly amended PAD District.

Enclosed for your convenience is a copy of my August 4, 2008, letter to you and attachments – recapping the then-status of the zoning/platting entitlements for Fleming Farms. Additional progress since August 2008, involving various onsite and offsite plan reviews and approvals, is recapped in Section II (g-l) of Evergreen's also enclosed PAD Amendment Narrative.

For the reasons that were summarized in my enclosed August 4, 2008, letter to you, Evergreen still believes that at least the single-family portion of the Fleming Farms PAD is vested, should not be at risk of expiration or reversion, and should not need an extension. However, as in 2008, as a precaution and without waiving vesting and/or any other rights, entitlements or approvals, Evergreen has again opted to request that the Fleming Farms PAD be extended for the reasons that are summarized in Section III of Evergreen's enclosed PAD Amendment Narrative.

Thank you for your consideration.

Very truly yours,

**BURCH & CRACCHIOLO, P.A.**

Edwin C. Bull

ECB:mr
Enclosures

pc: Eric Morgan
Brett Heron
Matt Butcher

BURCH & CRACCHIOLO, P.A.
ATTORNEYS AT LAW

MAILING ADDRESS
P.O. BOX 16882
PHOENIX, ARIZONA 85011

702 EAST OSBORN ROAD
SUITE 200
PHOENIX, ARIZONA 85014

(602) 274-7611
FAX (602) 234-0341

Edwin C. Bull
(602) 234-9913

August 4, 2008

Mr. Andrew McGuire
Gust Rosenfeld, PLC
201 E. Washington St., Suite 800
Phoenix, Arizona 85004

Mr. Brian Berndt
City of Avondale
Development Services Director
11465 W. Civic Center Drive
Avondale, Arizona 85323

*Re: Fleming Farms PAD (Z-05-18)*

Dear Andrew and Brian:

As you know, Evergreen has zoned and platted the Fleming Farms PAD which is located at the southwest corner of Avondale Boulevard and Lower Buckeye Road. The chronology of Zoning/Platting entitlements for Fleming Farms and demolition of the previously existing horse farm improvements includes the following:

1. PAD Zoning Approved by City Council - September 5, 2006
   (Ordinance No. 1999-906)

2. Preliminary Plat Approved By City Council - July 16, 2007

3. Demolition of horse farm improvements in preparation for development – November & December, 2007

4. Fleming Farms "Master" Final Plat Approved by City Council - April 21, 2008
   a. Recorded - May 28, 2008 (Book 989 Page 41; 2008 - 0465698)

5. Fleming Farms "S-F Lots" Final Plat Tract B (Lot 2) Approved by City Council - April 21, 2008
   a. Recorded - June 19, 2008 (Book 993 Page 41; 2008 - 0544093)

For your convenience, the Fleming Farms PAD Ordinance (Ordinance No. 1999-906) and the face sheets of the two recorded plats are attached.

Section 604 (D) of the City's PAD District provides: "The specific zoning classification for a development unit shall vest concurrently with final site plan and/or sub-division approval for that unit." Both because the Final Plats (including the Plat for individual S-F lots) have been approved and recorded and because of common law vesting principles, Evergreen believes that at least the single-family portion of the Fleming Farms PAD has vested and further believes that at least the single-family portion of the PAD should not now be at risk of expiration or reversion. However, Sections 607 (A&B) of the City's PAD District may conflict with Section 604 (D). Therefore, although Evergreen does not believe an extension of the vested PAD should be necessary, as a precaution and without waiving any rights Evergreen has opted to request that the Fleming Farms PAD be extended pursuant to Section 607 (A) of the PAD District. The justification for the extension is summarized in Evergreen's separately submitted Extension Application.

As is mentioned above, Evergreen's Extension request is being filed as a precaution because of the possible discrepancies between Sections 604 (D) and 607 (A&B) of the PAD District and because of our uncertainty about how those Sections may be applied by the City. Evergreen's request is not intended and should not be deemed to in any way prejudice or waive "vesting" and/or any other rights, entitlements and approvals.

Thank you for your consideration.

Very truly yours,

**BURCH & CRACCHIOLO, P.A.**

Edwin C. Bull

ECB:mr
Enclosures

cc: Brett Heron
Matt Butcher

**ORDINANCE NO. 1999-906**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 67 ACRES LOCATED AT THE SOUTHWEST CORNER OF AVONDALE BOULEVARD AND LOWER BUCKEYE ROAD AS SHOWN IN FILENAME Z-05-18, REZONING SUCH PROPERTY FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) AND IMPOSING CONDITIONS UPON SUCH CHANGE.**

**WHEREAS**, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission held a public hearing on Thursday, July 20, 2006, on the amendment to the Zoning Atlas pursuant to such notices and as required by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, the Commission recommended approval; and

**WHEREAS**, the City Council held a public hearing regarding the amendment to the Zoning Atlas on September 5, 2006.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That ± 67 acres of real property generally located at the southwest corner of Avondale Boulevard and Lower Buckeye Road as shown in filename Z-05-18 (the "Property"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, are hereby rezoned from Agricultural (AG) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with the development plan and narrative dated August 23, 2006 except as modified by these stipulations.

2. The required development standards shall be as shown in the narrative request dated August 23, 2006.
3. Uses for the subject property shall be as shown in the narrative request dated August 23, 2006 except that mini-storage shall be permitted.
4. All water rights on the property shall be conveyed to the City of Avondale prior to recordation of the final plat.
5. The developer shall be responsible for a quarter of the cost of the traffic signal to be located at the intersection of Avondale Boulevard and Lower Buckeye Road. Such payment shall be made to the City prior to recordation of the final plat.
6. All perimeter half-street improvements along Avondale Boulevard and Lower Buckeye Road shall be constructed in a single phase at the time of development.
7. Street improvements shall be required as follows, as determined by the City Engineer:

| *Street* | *ROW Width* | *Required Improvements* |
|---|---|---|
| Avondale Boulevard | 65' (half-street) | Paving, curb, gutter, detached sidewalk, street lights, and landscaping. |
| Lower Buckeye Road | 55' (half-street) Additional 12' of ROW within 550 feet of the Avondale Blvd. Intersection | Paving, curb, gutter, detached sidewalks, street lights, landscaping. Deceleration lanes as deemed necessary by City Engineering at the time of master site plan approval. |
| 117th Avenue | 60' (full-street) | Paving, curb, gutter, sidewalks, street lights, landscaping. |

8. A new traffic study for the commercial center shall be submitted concurrent with the master site plan submittal.
9. Deceleration lanes shall be provided at all driveway connections to Avondale Boulevard and Lower Buckeye Road as determined by the City Engineer at the time of master site plan approval.
10. A bus bay and concrete pad shall be provided on Avondale Boulevard as determined by the City Engineer at the time of master site plan approval.
11. Shaded pedestrian walkways shall be provided from Avondale Boulevard and Lower Buckeye Road to buildings within the commercial retail center. One 24-inch box tree shall be planted along the walkway for each 20 linear feet of the walkway length. Canopies or other shade structures may be substituted for the landscape plantings as long as they are designed to match the overall site architectural theme.
12. The house plans shall be in substantial conformance to the style and character of the elevations provided in the PAD narrative.
13. All buildings, including those of franchise users, will be required to conform to the character and materials established by the Development Plan as finalized at the time of Master Site Plan approval for the commercial center.
14. All conditional uses shall be processed and evaluated in accordance with Section 108: *Conditional Use Permits* of the City of Avondale Zoning Ordinance.
15. All buildings shall use glass with low reflectivity.
16. Individual letters and custom cabinets for logos shall be used for commercial wall signs. Exposed raceways are prohibited.

17. Potential homebuyers shall be informed by CC&R's, affidavit, and posted notice in the model home sales office of the following:

    a. The proximity of the future commercial uses to the north.
    b. The location of Rudd substation and adjacent transmission lines.
    c. The proximity to existing dairy farms and associated odors.
    d. The future location of State Route 801.

18. Prior to final plat approval, the applicant shall obtain approval for Arizona Public Service (APS) for the use and landscaping of the transmission line corridor.
19. If irrigation has not ceased on the Pylman property site prior to the construction of the subdivision, the irrigation ditch shall be piped as determined by the City Engineer.
20. A landscape tract with a minimum width of 18 feet shall be provided along Avondale Boulevard and Lower Buckeye Road adjacent to the subdivision.
21. A 12-foot public use easement shall be dedicated for the public regional trail as part of the final plat.
22. Lot 48 shall be deleted.
23. Homebuilders shall inform prospective homebuyers by affidavit of the proximity of Phoenix International Raceway (PIR) and the nature of the periodic events that occur there. A map showing the location of PIR in relation to the subdivision, and the primary routes used by event traffic, shall be prominently displayed in the model home sales office. A note stating that the subdivision is located within three (3) miles of PIR shall be shown on the final plat and in the CC&R's recorded for the subdivision.

SECTION 2. That if any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or 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.

**PASSED AND ADOPTED** by the Council of the City of Avondale, September 5, 2006.

Marie Lopez Rogers

Marie Lopez-Rogers, Mayor

ATTEST:

Linda M. Farris

Linda M. Farris, City Clerk

APPROVED:

Andrew J. McGuire, City Attorney

670734.2

EXHIBIT A
TO
ORDINANCE NO. 1999-906

[Map and Legal Description]

See following pages.

SOUTHWEST CORNER OF AVONDALE BLVD & LOWER BUCKEYE ROAD
GROSS PROPERTY
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

**BEGINNING** at a brass cap in hand hole accepted as the Northeast corner of said Section 24 from which a brass cap in hand hole accepted as the North quarter corner thereof bears South 89 degrees 43 minutes 31 seconds West a distance of 2653.33 feet;

Thence along the east line of said Northeast quarter, South 00 degrees 15 minutes 41 seconds East a distance of 2644.45 feet to a brass in hand hole accepted as the East quarter corner of said Section 24;

Thence along the south line of said Northeast quarter, North 89 degrees 57 minutes 01 seconds West a distance of 1149.13 feet;

Thence leaving said south line, North 02 degrees 06 minutes 32 seconds West a distance of 2639.30 feet to the north line of said Northeast quarter;

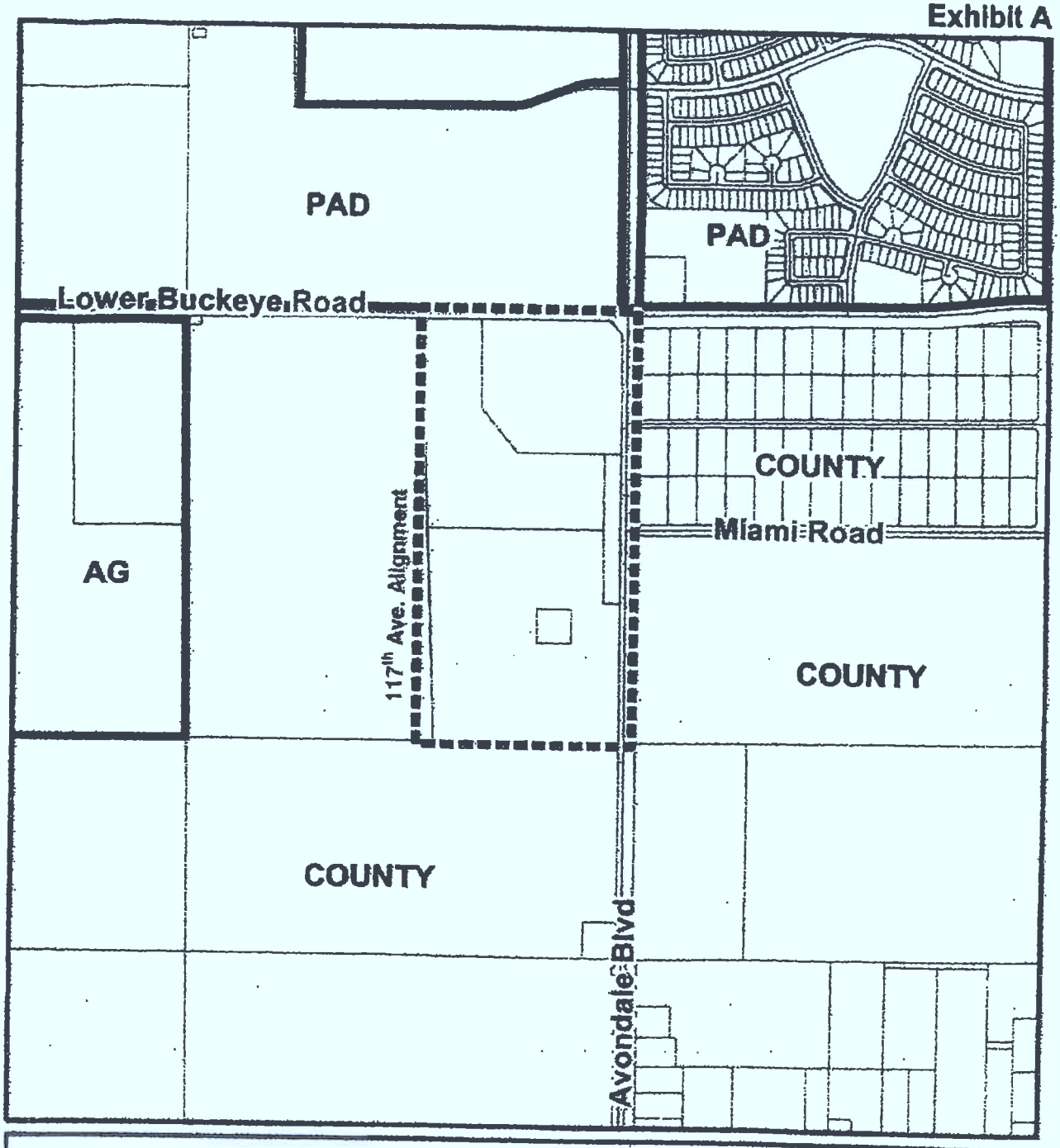
Thence along said north line, North 89 degrees 43 minutes 31 seconds East a distance of 1234.20 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,147,265 sq. ft. (72.2513 acres) more or less and being subject to any easements, restrictions, rights of way of record or otherwise.

Prepared by: CMX L.L.C.
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 7204
December 14, 2004

670734.2

Exhibit A




**Z-05-18 - Fleming Farms**
Zoning Vicinity Map

Avondale

Subject Property

# FINAL PLAT
FOR
# "FLEMING FARMS"
A PORTION OF THE
NORTHEAST QUARTER OF SECTION 24, T1N, R1W OF THE GILA
AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT [illegible] AS OWNER, HAS CAUSED THE WORK OF TOWNSHIP [illegible] TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON AND DESIGNATED AS "FLEMING FARMS" A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS FURTHER PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "FLEMING FARMS" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND STREETS THEREUNDER THAT AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON THE PLAT. FLEMING-[illegible], L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND DECLARE IN THE ABOVE PROMISES.

IN WITNESS WHEREOF:
FLEMING-[illegible], L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNTO SET ITS HAND AND CAUSED THIS PLAT TO BE SIGNED AND ATTESTED BY THE [illegible] THIS [illegible] DAY OF [illegible], 2004.

FLEMING-[illegible], L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
BY: [illegible] DATE: 5-23-04
ITS: MANAGER

IN WITNESS WHEREOF:
FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS HEREUNTO SET ITS HAND AND CAUSED THIS PLAT TO BE SIGNED AND ATTESTED BY THE [illegible] THIS [illegible] DAY OF [illegible], 2004.

FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
BY: THE SHOPPES GROUP DEVELOPMENT, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER
BY: THE SHOPPES GROUP, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER, JACK POST, MANAGER
BY: [illegible] DATE: 5-24-04

## ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS THE 24TH DAY OF MAY, 2004, [illegible] PERSONALLY APPEARED [illegible] WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF FLEMING-[illegible], L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH MANAGER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: [illegible] DATE: 5-24-04
NOTARY PUBLIC
MY COMMISSION EXPIRES: July 6, 2010

## ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS THE 24TH DAY OF MAY, 2004, [illegible] PERSONALLY APPEARED [illegible] WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF FLEMING FARMS COMMERCIAL, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH MANAGER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

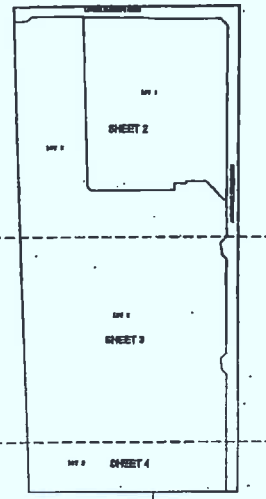
BY: [illegible] DATE: 5-24-04
NOTARY PUBLIC
MY COMMISSION EXPIRES: July 6, 2010

## 100 YEAR ASSURED WATER SUPPLY

THE [illegible] HAS BEEN DETERMINED TO BE A 100 YEAR ASSURED WATER SUPPLY IN ACCORDANCE WITH ARIZONA REVISED STATUTES TITLE 45 CHAPTER 108 ARTICLE 7 SECTION 45-576 AND ARIZONA ADMINISTRATIVE CODE.

## LEGEND

| | |
|---|---|
| | SECTION LINE |
| | EASEMENT BOUNDARY |
| | CENTERLINE |
| MCDOT | MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION |
| MCSH | MARICOPA COUNTY SUPERVISOR |
| COS | SURVEY |
| BCL | BASIS |
| COA | CITY OF AVONDALE |
| BCP | BASIS OF POINT |
| MCRS | MARICOPA COUNTY REFERENCE |
| FCC | FIELD CONDITIONS |
| R/W | RIGHT OF WAY |
| MCR | CONVERTED COUNTY RECORDS |
| VERC | VERIFICATION CONVERSION |
| BL | BASIS |
| ● | SECTION CORNER, AS FOUND |
| ⊠ | SURVEY MONUMENT |
| ▲ | CORNER OF CONDITIONAL SURVEY PERFORMED BY MCSH ON THE 1/16TH SECTION BOUND MONUMENT |




KEY MAP
NTS

BOOK 1000 PAGE 41
OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA
RECORDING NO. 2006 – 0463000
RECORDED ON 6/8/06

SHEET INDEX
SHEET 1 COVER
SHEET 2 FINAL PLAT
SHEET 3 FINAL PLAT

## FLOOD ZONING

[illegible]

## LAND AREA TABLE

| | |
|---|---|
| [illegible] | [illegible] ACRES |
| [illegible] | [illegible] ACRES |
| LOT 1 | [illegible] ACRES |
| LOT 2 | [illegible] ACRES |

## OWNER/DEVELOPER

FLEMING-[illegible], L.L.C.
[illegible]

## OWNER/DEVELOPER

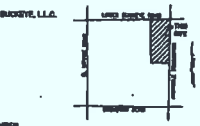
CHICO DEVELOPMENT, LLC
[illegible]

## SURVEYOR

MS GROUP, INC.
[illegible]

## ENGINEER

MS GROUP, INC.
[illegible]




VICINITY MAP
N.T.S.

## NOTES

1. [illegible]
2. [illegible]
3. ALL PROPERTY CORNERS SHALL BE MONUMENTED [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. A PUBLIC [illegible] FOR THE PUBLIC [illegible]

## LEGAL DESCRIPTION

[illegible]

## BENCHMARK

[illegible]

## BASIS OF BEARING

[illegible]

## APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, THIS 21st DAY OF April, 2004.

[illegible] 4/21/04
MAYOR DATE
[illegible] 4/21/04
CITY MANAGER DATE
[illegible] 4/21/04
CITY ATTORNEY DATE

## CERTIFICATION

I, [illegible], HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THE MONUMENTS AND LOT CORNERS SHOWN HEREON WERE FOUND OR SET AS DESCRIBED, THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

[illegible]
DATE

REGISTERED LAND SURVEYOR
[illegible]

MS Group, Inc.
[illegible]

FINAL PLAT
FLEMING FARMS
[illegible]

[illegible]
PROJECT NO.
[illegible]
SHEET NO.
1
1 OF 4

# FINAL PLAT
FOR
# "FLEMING FARMS, LOT 2"

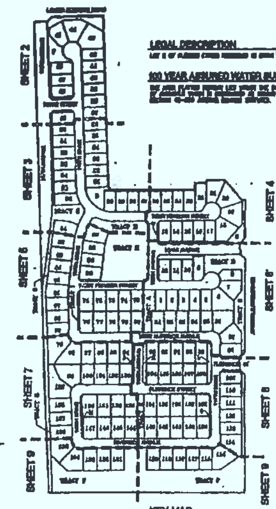
A SUBDIVISION OF LOT 2 OF FLEMING FARMS RECORDED IN BOOK 581, PAGE 41, M.C.R., LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, T1N, R1W OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

## ACKNOWLEDGEMENT

## LEGAL DESCRIPTION

## 100 YEAR ASSURED WATER SUPPLY




KEY MAP

BOOK 893 PAGE 41

2006-0544093

## SHEET INDEX

## LEGEND

## OWNER/DEVELOPER

## ENGINEER

## SURVEYOR

## VICINITY MAP
N.T.S.

## NOTES

## BENCHMARK

## BASIS OF BEARING

## FLOOD ZONING

## APPROVALS

## CERTIFICATION

FINAL PLAT

FLEMING FARMS, LOT 2

group

1

1 OF 9

City of Avondale

# PAD AMENDMENT NARRATIVE

## Fleming Farms PAD
**(Submitted June, 25 2009)**

### I. Location

- **Nearest intersecting streets of the property.**

  *Avondale Boulevard and Lower Buckeye Road*

- **Size of the property (acreage).**

  *Residential: Fleming Farms, Lot 2 = 49.82 acres (net of dedicated arterial ROW)*
  *Commercial: Fleming Farms, Lot 1 = 16.63 acres (net of dedicated arterial ROW)*

### II. History

- **Date annexed.**

  *April 17, 2006 – Ordinance No. 1180-406*

- **Date zoned to Planned Area Development (PAD).**

  *September 5, 2006 – Ordinance No. 1999-906*

- **Subsequent action(s) with staff, the Planning Commission or City Council after zoning to PAD. List all dates. Be sure to list all approvals.**

  *Preliminary Plat and Landscaping Plans*
  - *a) Approved by Planning Commission – June 21, 2007*
  - *b) Approved by Council – July 16, 2007*

  *Fleming Farms Final Plat (Bulk Plat/Map of Dedication)*
  - *a) Approved by Council – April 21, 2008*
  - *b) Recorded – May 28, 2008 (Book 989 Page 41; 2008-0465698)*

  *Fleming Farms Final Plat (Lot 2 – Residential Subdivision):*
  - *c) Approved by Council April 21, 2008*
  - *d) Recorded - June 19, 2008 (993 Page 41; 2008-0544093)*

  *Final Construction Documents (Including all civil engineering, electrical and street lighting, landscaping, and traffic engineering reports)*
  - *e) 1st Submittal – October 2007*
    - *a) City Review Comments Received – November 2007*
  - *f) 2nd Submittal – March 2008*
    - *a) City Review Comments Received – April 2008*

g) *MCDOT Approval of Offsite Plans – April 1, 2009*

h) *3rd Submittal – May 7, 2009*
   a) *City Review Comments Received May 11, 2009*

i) *Onsite and Offsite Street Light Plan Approval – May 11, 2009*

j) *All Onsite Civil Plans Approved – May 11, 2009*

k) *Offsite Sewer Plans Approved – May 11, 2009*

l) *Onsite and Offsite Landscape Plans Approved – May 13, 2009*

*Current Status: Evergreen is currently working on the final revisions to the Offsite Paving and Water plans (as requested by the City in their comment letter dated May 11th, 2009). It is expected that the revised plans will be submitted to and approved by the City within the next 30 days. With these forthcoming approvals, all construction plans for the development of the residential subdivision and offsite improvements will have been approved.*

## III. Request & Justification

- **State each development standard that is being requested to be amended.**

  *A one year extension of the approved PAD is being requested as provided for in Section 6 of City's Zoning Ordinance. The extension request includes a revised Development Plan that reflects the current condition of the economy and real estate marketplace.*

- **Provide a justification for each development standard that is being amended.**

  - **Why is this amendment needed?**

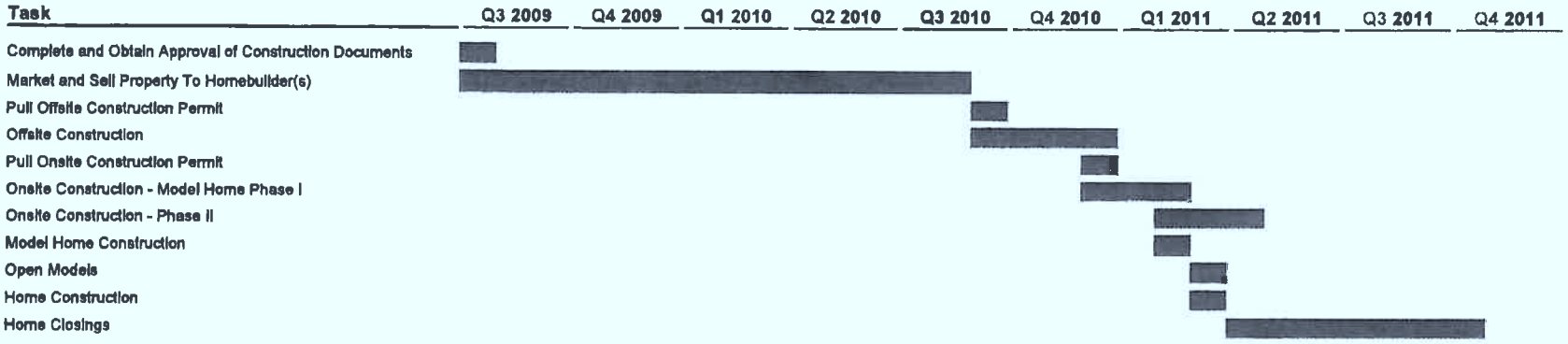
  *The requested one year extension of the Fleming Farms PAD will allow for sufficient time to obtain the remaining civil design plan approvals and provide adequate time to schedule and commence construction of the necessary improvements as required by Section 6 of the City's Zoning Ordinance. This project needs further stability in the marketplace and a return of consumer confidence in housing in order to be successful and deliver what is currently envisioned.*

  - **What positive affects will this amendment have on the existing development, the future development and the surrounding properties?**

  *The approval of this amendment will benefit the project by preserving the value of existing entitlement approvals and will improve the chance that it will be constructed as planned. Future development, surrounding properties and the City will benefit from the ultimate development of this project as it will bring the type of development that the City wants to have in this area as defined in the General Plan. The project will conceivably enhance the property values of the surrounding area and result in increased tax revenues to the City.*

EVERGREEN

## Fleming Farms - Residential
## Projected Development Schedule
REVISED FOR PAD EXTENSION - 2009




**Notes:**
Schedule is estimated and subject to market conditions and demands.

# DEVELOPMENT SERVICES

**SUBJECT:**
Request to Initiate a Zoning Ordinance Text Amendment to Create a "Major Sports and Entertainment" Zoning District

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Sue McDermott, Development Services and Engineering Director (623) 333-4211

**THROUGH:** Charlie McClendon, City Manager (623) 333-1015

---

**REQUEST:** This is a request for the City Council to initiate a text amendment to the Avondale Zoning Ordinance authorizing staff to draft a new mixed-use Zoning District for use in areas with large scale sport-related uses, such as Phoenix International Raceway (PIR).

**LOCATION:** Text amendments to the Zoning Ordinance are not parcel specific.

**APPLICANT:** Staff

**SUMMARY OF REQUEST:**

Phoenix International Raceway (PIR) has expressed a desire to expand and develop its property with uses designed to take advantage of the racetrack as a major destination on both a regional and national scale. Such uses may include restaurant and entertainment venues, hotels/resorts, and racing-related light industrial facilities, such as those used for the research, development, and testing of racing vehicles.

The Zoning Ordinance does not currently contain a Zoning District which would allow for this type of mixed use development, with the exception of the Planned Area Development (PAD) District. The PAD District, however, is not ideal for use in this particular instance primarily because it prescribes a very rigid, structured development process. For example, in a PAD general development plan, a developer must identify specific sub-areas within the overall development for the mix of uses which are allowed. In the case of PIR, a new Zoning District which allows for greater flexibility than the PAD District by allowing market forces to dictate the pattern of development surrounding the track should be considered. Similar types of districts are used in cities throughout the country where similar major sports and entertainment venues exist.

If the City Council initiates this application, staff will begin drafting a zoning district designed to allow land uses which can take advantage of the adjacent major sports and entertainment facility. The proposed text amendment will then be subject to the normal review process. This includes a neighborhood meeting, a public hearing before the Planning Commission, and a public hearing before the City Council. Initiating this application will not limit the Council's future options regarding the approval or denial of the text amendment. It will simply eliminate the required application fee. At this point, the City Council needs only to consider whether or not the public intent would be served by initiating the application.

**RECOMMENDATION:**

Staff recommends that the City Council **INITIATE** the proposed application.

**PROPOSED MOTION:**

I move that the City Council **INITIATE** a text amendment to the Avondale Zoning Ordinance authorizing staff to draft a Major Sports and Entertainment Zoning District which will serve as a new mixed use Zoning District designed for use in areas encompassing large scale sport-related uses.

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
EXECUTIVE SESSION

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Carmen Martinez

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

**Click to download**

No Attachments Available

# CITY COUNCIL REPORT

**SUBJECT:**
DISCUSSION WITH POSSIBLE DIRECTION TO STAFF REGARDING THE CITY OF AVONDALE v. RIGBY WATER COMPANY LITIGATION

**MEETING DATE:**
August 9, 2010

**TO:** Mayor and Council

**FROM:** Carmen Martinez

**THROUGH:** Charlie McClendon, City Manager

**ATTACHMENTS:**

**Click to download**

No Attachments Available