CITY COUNCIL AGENDA

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

WORK SESSION
September 7, 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 UPDATE ON THE SOUTHWEST REGIONAL FAMILY ADVOCACY CENTER

City Council will receive an update on the Southwest Family Advocacy Center (SWFAC). For information and discussion only.

4 ADJOURNMENT

Respectfully submitted,

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:
September 7, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

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

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:
Update on the Southwest Regional Family Advocacy Center

MEETING DATE:
September 7, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is providing an update to the Council on the Southwest Family Advocacy Center (SWFAC).

BACKGROUND:

On June 19, 2006, representatives from the Avondale, Buckeye, and Goodyear Police Departments presented the concept of creating a regional FamilyAdvocacy Center to the Council. The Council approved this concept and directed the Avondale Police Department to pursue an inter-governmental agreement (IGA) with the Goodyear and Buckeye Police Departments to implement this concept. The Southwest FamilyAdvocacy Center opened in May of 2008, and since that time, has provided multidisciplinary investigative services to child victims and witnesses of physical and sexual abuse, neglect, drug endangerment, domestic violence and adult victims of sexual assault, domestic violence and elderly abuse.

DISCUSSION:

As the Southwest Family Advocacy Center (SWFAC) completes its second full year of operation, staff is providing an update on the progress of the center. This update will cover the services provided at the center to the Southwest Valley, staff assigned to SWFAC and how the financial challenges of operating the center are being met.

Staff:

Director; Administrative Assistant; Forensic Interviewer; Avondale Special Victims Unit and Victim Advocate; Buckeye PD; Goodyear PD; CPS; Childhelp; A New Leaf; Medical, VIPS and County Prosecutor.

Services Provided:

Through July 31, 2010, the SWFAC has served 256 victims and witnesses of crimes, which have included child sexual and physical abuse, sexual assaults and domestic violence. Since opening in 2008, the SWFAC has provided investigative services for 725 cases and services to 988 victims.

Since May of 2008, the SWFAC has provided 182 forensic medical examinations by specially trained medical staff from St. Joseph's Hospital and Scottsdale Health Care (SANE Nurses) in order to collect the evidence necessary to pursue a conviction. During this same time period, 924 forensic interviews were conducted by trained professionals for crime victims and witnesses.

Counseling sessions are provided free to crime victims and their non-offending family members through Childhelp and A New Leaf. Approximately 45 counseling sessions a week are scheduled.

Financial Challenges:

The annual operating budget for the SWFAC is $735,700. The operating budget is shared equally amongst the three municipalities (Avondale, Goodyear and Buckeye). The largest single item in the budget is the annual lease followed by salary and benefits for the Director, Administrative Assistant and the .8 IT Systems Administrator. The Forensic interviewer is currently funded by the ARRA/JAG, through February 2013.

The Majority of the police deparments in the West Valley use the SWFAC to conduct investigations and all Chiefs agreed the cost of operating this facility should be shared by those using the facility. This has continued to be discussed with West Valley law enforcement agencies. As a result, the SWFAC Director has pursued availiable grants to offset the cost of operating the center while allowing non-partner agencies use of the center.

RECOMMENDATION:

For information and discussion only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL AGENDA

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

REGULAR MEETING
September 7, 2010
7:00 PM

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

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

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

3 CONSENT AGENDA

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

a. APPROVAL OF MINUTES
1. Work Session of August 9, 2010
2. Regular Meeting of August 9, 2010

b. LIQUOR LICENSE - AMERICAN SPORTS CENTER
City Council will consider a request from Mr. John Shields for a recommendation of approval to the State Department of Liquor Licensing and Control of a Series 5 Government License to sell all spirituous liquors at the American Sports Center located at 755 N 114th Avenue. The Council will take appropriate action.

c. LIQUOR LICENSE - PERSON TO PERSON TRANSFER - DYSART LIQUORS AND MARKET
City Council will consider a request from Mr. Robert Samson Anthony for approval of a Person to Person Transfer of a Series 9 Liquor Store License to sell all spirituous liquors at Dysart Liquors and Market located at 1235 N. 8th Street. The Council will take appropriate action.

d. ACQUISTION OF RIGBY WATER COMPANY
City Council will consider a request to approve the purchase of Rigby Water Company in the amount of $2.56 million and the transfer of appropriation authority and cash in the amount of $1.3 million and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. Council will take the appropriate action.

e. PURCHASE AGREEMENT - FACILITEC, INC. FOR NORTHWEST PUBLIC SAFETY FACILITY
City Council will consider a request to approve a Purchase Agreement with Facilitec Inc. for the purchase of office furnishings for the Northwest Public Safety Facility through the State of Arizona Cooperative Purchasing Program in the amount of $70,072.74 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. EMERGENCY PURCHASE AGREEMENT - VALMONT INDUSTRIES, INC. FOR TRAFFIC SIGNAL EQUIPMENT FOR AVONDALE BOULEVARD TI IMPROVEMENTS

City Council will consider a request to award an Emergency Purchase Agreement to Valmont Industries in the amount of $171,532 to purchase traffic signal poles and appurtenances for the Avondale Boulevard Traffic Interchange Improvement Project, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2 - ELLIOT POLLACK & CO., INC.

City Council will consider a request to approve Amendment No. 2 to a Professional Services contract with Elliot Pollack and Company, Inc. in the amount of $22,612.50 for a new contract total amount not to exceed $117,612.50 for services related to the acquisition of the Rigby Water Company and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. Council will take appropriate action.

h. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2 - URS CORPORATION - AVONDALE BOULEVARD & I-10 TRAFFIC INTERCHANGE IMPROVEMENTS

City Council will consider a request to approve Amendment No. 2 to the Professional Services Agreement with URS Corporation for the Avondale Boulevard and I-10 Traffic Interchange project in the amount of $49,200.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 - REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

City Council will consider a request to approve Amendment No 1 to a Professional Services Agreement with Regional Pavement Maintenance of Arizona, Inc. in an amount not to exceed an aggregate total of $90,000 and authorize the Mayor of City Manager and City Clerk to execute the necessary documents. Council will take the appropriate action.

j. PROFESSIONAL SERVICES AGREEMENT - LEGEND TECHNICAL SERVICES

City Council will consider a request to approve a Professional Services Agreement with Legend Technical Services, Inc., for water and wastewater laboratory analysis services by adjoining to the City of Tempe's contract for an amount not to exceed $185,000.00 per year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Coucil will take the appropriate action.

k. CONSTRUCTION CONTRACT AWARD - RENOVATION SOLUTIONS GROUP, INC. - WESTERN AVE BUSINESS RENOVATION PROGRAM

City Council will consider a request to approve a contract with Renovation Solutions Group, Inc. in the amount of $108,487 to complete improvements to the exterior of Western Avenue businesses and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 2927-910 - FIRST AMENDMENT TO GRANT AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL

City Council will consider a resolution authorizing the first amendment to the Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 2928-910 - INTERGOVERNMENTAL AGREEMENT - JOINT AVONDALE/GOODYEAR FIRE TRAINING FACILITY

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Goodyear for operation and use of a joint fire training facility and authorize the Mayor or City Manager and City Clerk to execute all the necessary documents. The Council will take appropriate action.

n. **RESOLUTION 2929-910 - INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR THE CONSTRUCTION OF AN INTERIM TRAFFIC OPERATIONS CENTER**
City Council will consider a resolution authorizing an Intergovernmental Agreement with the Arizona Department of Transportation for the construction of an interim Traffic Operation Center, authorize the transfer of $225,000 from 304-1275-00-8420, Western, Central to 4th Avenue Mill Overlay to a newly created line item and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

4 **ORDINANCE 1425-910 - AMENDMENT TO CITY CODE CHAPTER 24 - WATER SECURITY DEPOSITS, SERVICE FEES AND CONDITIONS**

City Council will consider an Ordinance amending the Avondale City Code, Chapter 24, relating to an increase in security deposits, the fee to connect service, and conditions to restore service. The Council will take appropriate action.

5 **DISCUSSION ITEMS**

Council will discuss items listed below and possibly give direction to city staff to research and prepare item for future meeting.

a. **Mayor Lopez Rogers Submission for NLC 2nd Vice President**

6 **EXECUTIVE SESSION**

a. 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 SLT Expressway litigation.

7 **ADJOURNMENT**

Respectfully submitted,

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:
APPROVAL OF MINUTES

MEETING DATE:
September 7, 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:
Liquor License - American Sports Center

MEETING DATE:
September 7, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request for recommendation of approval to the Arizona Department of Liquor Licensing and Control of a Series 5 Government License to sell all spirituous liquors at the American Sports Center located at 755 N 114th Avenue.

BACKGROUND:

As part of the Concessions Agreement between the City of Avondale and ASC-Avondale LLC, the City agreed to work with ASC to submit a Series 5 Government License application. The application was submitted to the Arizona Department of Liquor Licensing and Control listing the City of Avondale as the licensee and designating John Shields as the manager of the facility. While the City will not issue an accompanying license, Council's review and recommendation of approval or denial is necessary.

DISCUSSION:

As required by state law and city ordinance, the application was posted from August 9, 2010 to present. A notice was published in the West Valley View on August 20 and 24, 2010. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff is recommending that the Council review the application for a Series 5 Government License to sell all spirituous liquors and recommend approval of the same to the Arizona Department of Liquor Licensing and Control.

ATTACHMENTS:

Click to download

- Application
- Departmental Review
- Vicinity Map

Print Form

'10 AUG 3 Liq. Lic. 9:45

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☒ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☒ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER Explain

SECTION 3 Type of license and fees — LICENSE #: 05073033

1. Type of License: 05 - Government 2. Total fees attached: Department Use Only $ 124.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant — P1063940

1. Owner/Agent's Name: Mr. / Ms. Shields (Last) John (First) Michael (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: City of Avondale B1044493
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: American Sports Center - Avondale
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 755 N 114th Avenue (Do not use PO Box Number) Avondale (City) Maricopa (County) 85323 (Zip)
5. Business Phone: Pending ~~(949) 292-1602~~ Daytime Contact: (949) 292-1602
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 11465 W Civic Center Drive #200 (City) Avondale (State) AZ (Zip) 85323
8. Enter the amount paid for a bar, beer and wine, or liquor store license$_____(Price of License only)

DEPARTMENT USE ONLY

Fees: 100.00 Application ____ Interim Permit ____ Agent Change ____ Club 24.00 Finger Prints $ 124.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒YES ☐ NO

Accepted by: LL Date: 7-29-10 Lic. # 05073033

LIC 0100 05/2009 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

'10 AUG 3 Liqr. Lic. AM 8:45

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

'10 AUG 3 Liq. Lic. PM 8:46

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☐ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

1. Name of Corporation/L.L.C.: _____
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? ☐ YES ☐NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last First Middle	Title	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last First Middle	% Owned	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last First Middle	Title	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: City of Avondale

2. Person/designee: Shields, John Michael (949) 292-1602
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

'10 AUG 3 Liqr. Lic. AM 8:45

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 4,742 ft. Name of school Collier Elementary School
   Address 350 S 118th Avenue, Avondale, AZ 85323
   City, State, Zip
2. Distance to nearest church: 1.29 mi ft. Name of church La Mission Asamblea de Dios
   Address 11147 W Buckeye Road, Avondale, AZ 85323
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name n/a
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease __ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0.00
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Sports Center

SECTION 13 - continued

'10 AUG 3 Liq. Lic. 08 8:46

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
   If yes, give the name of licensee, Agent or a company name:

   _____and license #: _____
   Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

   As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

   _____
   applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☒ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
   If yes, what is your estimated opening date? 11/01/2010
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

JS
applicants initials

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

SECTION 16 Signature Block

I, Michael John Shields, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
SYLVIA FOLKS
My Commission Expires 11/27/10

My commission expires on : 11-27-10
Day Month Year

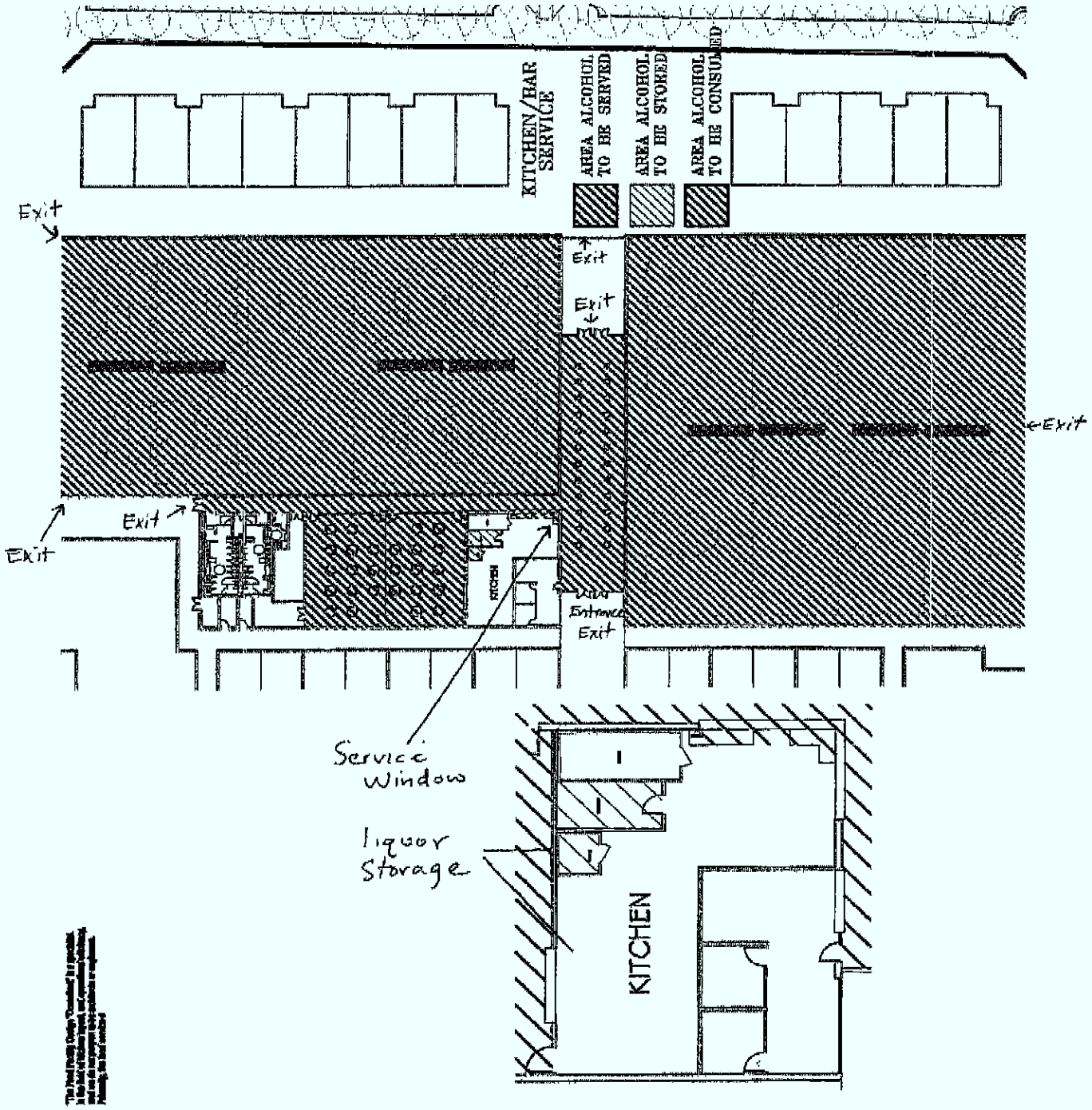
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

1st of July, 2010
Day Month Year

_____
signature of NOTARY PUBLIC

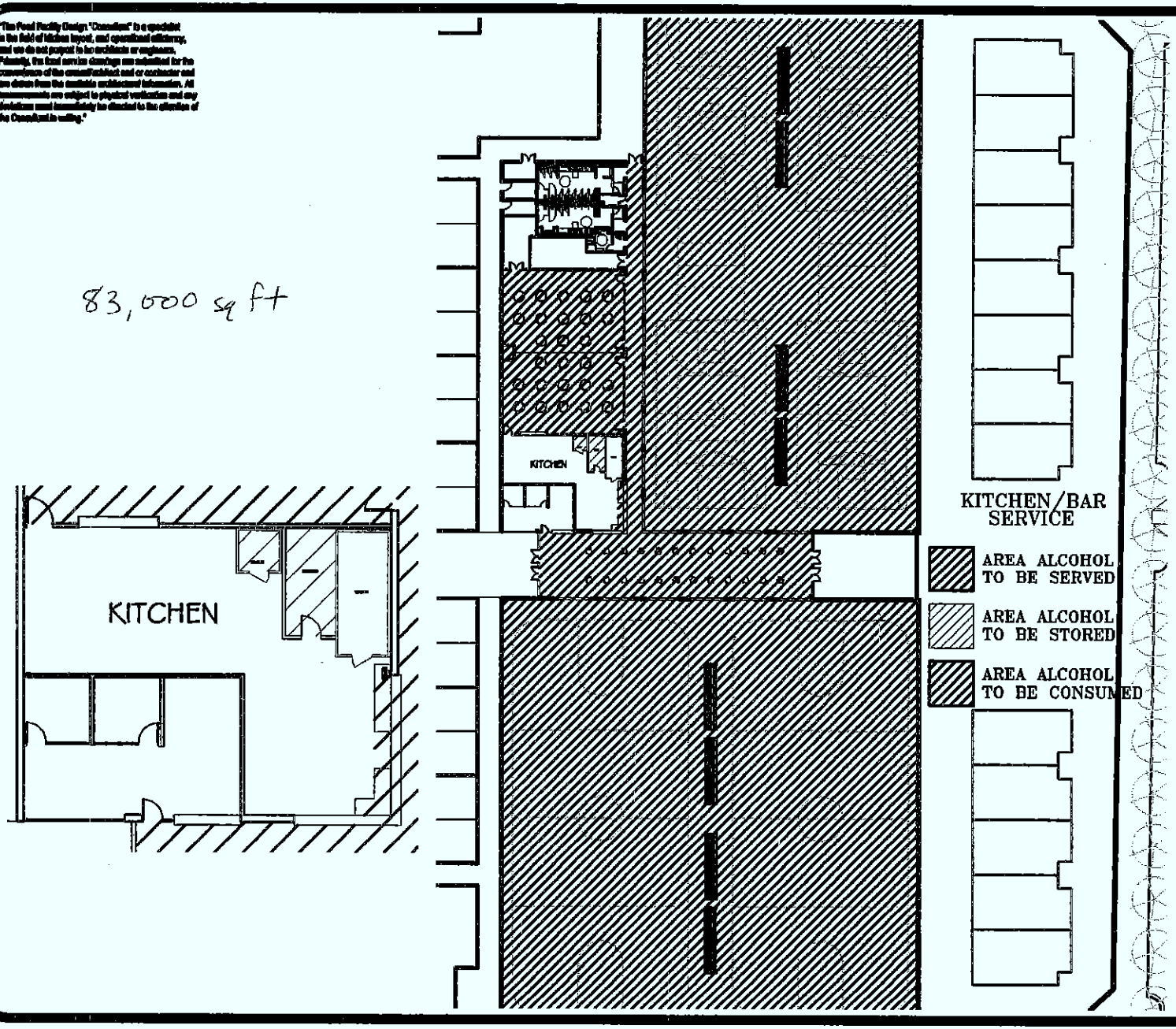
'10 AUG 2 Liqr. Lic. PM 2:47
'10 AUG 3 Liqr. Lic. AM 8:45



AMENDMENT

"The Food Facility Design "Consultant" is a specialist in the field of kitchen layout, and operational efficiency, and we do not purport to be architects or engineers. Primarily, the food service drawings are submitted for the convenience of the owner/Architect and or contractor and are taken from the available architectural information. All measurements are subject to physical verification and any deviations must immediately be directed to the attention of the Consultant in writing."

83,000 sq ft



PFF
Profitable Food Facilities
14025 Summit Drive
Poway, CA 92064
(858) 748-7383
Richard E. Hallman
Senior Designer

Avondale Sports Center
Avondale, Arizona
ABC Alcohol Proposal

Date: Revisions
7/22/2010
7/27/2010

Orig. Date:
7/8/2010
Drawing Number:
01

10 AUG 3 AM 11:47 SAB

Print Form

'10 AUG 2 Liq. Lic. 9:45

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

P 1063240

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 05073033
(If the location is currently licensed)

1. **Check appropriate box** →

☐ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Shields (Last) John (First) Michael (Middle) Date of Birth: ___ (NOT a Public Record)

3. Social Security Number: ___ (NOT a public record) Drivers License #: ___ (NOT a public record)

4. Place of Birth: Mission Viejo, CA (City) USA (State) Country (not county) Height: 5'10" Weight: 160 lb Eyes: Brn Hair: Brn

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 949-292-1602

6. Name of Current or Most Recent Spouse: n/a (Last) (First) (Middle) (Maiden) Date of Birth: __/__/__ (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ~~California~~ Arizona If Arizona, date of residency: 7/1/2010

8. Telephone number to contact you during business hours for any questions regarding this document. 949-292-1602

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: American Sports Center - Avondale Premises Phone: 949-292-1602

11. Physical Location of Licensed Premises Address: 755 N 114th Avenue (Street Address (Do not use PO Box #)) Avondale (City) Maricopa (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/2010	CURRENT	General Manager	American Sports Center - Avondale, 755 N 114th Avenue, Avondale AZ 853
5/2003	6/2010	Manager	American Sports Center - Anaheim, 1500 S Anaheim Blvd, Anaheim CA 928

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
6/2010	CURRENT	Rent				
5/2003	6/2010	Rent				

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ YES ☐ NO
If you answered YES, how many hrs/day? 12+ , and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☑ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☑ YES ☐ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐ YES ☑ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Michael John Shields, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 1st day of July, 2010
Month Year

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
SYLVIA FOLKS
My Commission Expires 11/27/10

My commission expires on: 11/27/10
Day Month Year

(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____ (Signature of NOTARY PUBLIC)

_____ Print Name

My commission expires on: _____
Day Month Year

#15

'10 AUG 3 Liq. Lic. AM 8:47

Statement by John Shields regarding Driving Under the Influence misdemeanor conviction.

I, John Shields was arrested on July 17th 2008 for Driving Under the influence of Alcohol. I pled No Contest and was sentenced on March 19th, 2009.

I have attached the agencies and dates involved in this matter. The attached document also includes the terms and conditions required to be completed upon sentencing.

Since sentencing I have diligently completed all the terms required by the court.

I admit that the above statements are truthful and accurate _____

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE
NORTH JUSTICE CENTER
1275 N Berkeley Avenue, Fullerton, CA 92832.

NOTICE TO DEFENDANT

Defendant Name: **Shields, John Michael** Case No: **08NM10652**

Address: 25512 Saltwater Drive,
Dana Point, CA 92629 USA.

Date Sentenced: 03/19/09

AKAs:

Date of Order: 03/19/09 Judge: Mahler, Glenn Dept: N9

Balance Due $1,431.5

Charging Doc: Original Complaint

CNT	OL	CHARGE	CNT	OL	CHARGE
1	M	23152(a) VC	2	M	23152(b) VC

Hearing held on 03/19/2009 at 08:00:00 AM in Department N9 for Pre Trial

People represented by Frank Acosta , Deputy District Attorney, present.

Defendant advised of legal and constitutional rights.

To the Original Complaint defendant pleads GUILTY as to count(s) 2 .

Count(s) 1 DISMISSED - Motion of People .

Court finds defendant intelligently and voluntarily waives legal and constitutional rights to jury trial, confront and examine witnesses, and to remain silent.

Court finds factual basis and accepts plea.

Defendant's written waiver of legal and constitutional rights for guilty plea received and ordered filed.

No legal cause why judgment should not be pronounced and defendant having Pled Guilty to count(s) 2 , Imposition of sentence is suspended and defendant is placed on 3 Year(s) INFORMAL PROBATION on the following terms and conditions:

Violate no law.

Obey all laws, orders, rules, and regulations of the Court and Jail .

Do not drive a motor vehicle with a measurable amount of alcohol or drugs in blood and submit to a chemical test of blood, breath, or urine on demand of any peace officer or probation officer.

Do not drive without a valid driver's license in your possession.

Do not drive without proof of valid auto liability insurance or financial responsibility as required by law.

Use true name and date of birth only at all times.

Pay FINE of $390.00 plus penalty assessments as to count(s) 2 .

Pay 100 Restitution Fine pursuant to Penal Code 1202.4 or Penal Code 1202.4(b).

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE
NORTH JUSTICE CENTER
1275 N Berkeley Avenue, Fullerton, CA 92832.

NOTICE TO DEFENDANT

Pay 100 Probation Revocation Restitution Fine pursuant to Penal Code 1202.44. Restitution fine stayed, to become effective only upon final revocation of probation.

Pay $37.00 DUI Lab/Blood Alcohol FEE pursuant to Penal Code 1463.14B7.

Pay $50.00 Alcohol Abuse Education FEE pursuant to Penal Code 1463.25.

Pay 100 Alcohol & Drug Assessment Program fee pursuant to Vehicle Code 23649 .

Pay Security Fee(s) pursuant to Penal Code 1465.8 totaling $20.00 .

Defendant ordered to report to the North Collections Department forthwith. Defendant ordered to cooperate with and pay as directed by the Collections Department.

Attend and complete 9 month Level 2 First Offender Alcohol Program as to count(s) 2 .

Attend and complete Mother's Against Drunk Driving (MADD) Victim's Impact Panel as to count(s) 2 .

Hearing re: Proof set on 11/30/2009 at 08:30 AM in Judicial Assistant - North for Mothers Against Drunk Driving (MADD) Victim's Impact Panel .

Serve 10 Day(s) Orange County Jail as to count(s) 2 .

Complete 10 Day(s) Cal Trans/Physical Labor in lieu of 10 days jail as directed by Volunteer Center as to count(s) 2 .

Hearing re: Proof set on 07/30/2009 at 08:30 AM in Judicial Assistant - North for Cal Trans .

Pay restitution in the amount as determined and directed by Victim Witness as to count(s) 2 . .

Defendant ordered to report to Victim Witness room 485 forthwith .

Defendant advised of the right to have the amount of restitution determined by a Judicial Bench Officer after a formal hearing.

Disclose terms and conditions of probation when asked by any law enforcement or probation officer.

Pursuant to Vehicle Code Section 23593(a), defendant was advised that being under the influence of alcohol or drugs, or both, impairs the ability to safely operate a motor vehicle. Therefore, it is extremely dangerous to human life to drive while under the influence of alcohol or drugs, or both. If you continue to drive while under the influence of alcohol or drugs, or both, and, as a result of that driving, someone is killed, you can be charged with murder.

Defendant advised that his driving privilege may not be restored until proof of successful completion of a driving-under-the-influence program of the appropriate length required by law is provided to the Department of Motor Vehicles.

Defendant ordered to report to Alcohol Liaison room 450 and Volunteer Center room 430 forthwith .

'10 AUG 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE
NORTH JUSTICE CENTER
1275 N Berkeley Avenue, Fullerton, CA 92832.

NOTICE TO DEFENDANT

Probation Order printed .

Financial Declaration form completed and filed with the Collection Department.

Payments to be paid at the rate of $100.00 per month beginning 04/20/2009 and on the 20 of each month thereafter until paid in full. $35.00 installment payment due.

Notice to defendant issued.

You can obtain additional case information through the court's Public Access Website at www.occourts.org .

'10 AUG 3 Liqr. Lic. 4 B 47

John Shields Residences

Current Residence:

Tel:

Previous Residence

Owner: James Shields

Tel:

'10 AUG 3 Liq. Lic. 8:47

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form
Certificates must be completed by a state-approved training course provider, in black ink, on an original form

John Shields
Full Name (please print)

Signature

06/15/2010 11:21 CST
Training Completion Date

06/15/2013 11:21 CST
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

[X] Yes	[ ] No	BASIC	[ ] Yes	[ ] No	ON SALE
[ ] Yes	[ ] No	MANAGEMENT	[ ] Yes	[ ] No	OFF SALE
[ ] Yes	[ ] No	BOTH	[ ] Yes	[ ] No	OTHER

If Trainee Is Employed By A Licensee

John Shields		
Name of Licensee	Business Name	Liquor License #

Alcohol Training Program Provider Information

360training.com, Inc.
Company or Individual Name (please print)

13801 N. Mopac, Suite 100
Address

Austin	TX	78727	(888) 360 TRNG (8764)
City	State	Zip	Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control.

April Thomas
Name of Trainer (please print)

Trainer Signature

06/15/2010 11:21 CST
Date

Pursuant to A.R.S. § 4-112(K)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The person(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Disabled individuals requiring special accommodations, please call (602) 542-9027

Print Form

'10 AUG 3 Liq. Lic. AM 8:47

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: _____

Ownership Name: ~~American Sports Center - Avondale~~ City of Avondale

(as listed on the current liquor license application or renewal application)

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

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) John Michael Shields DATE 7/1/2010

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE Series 05 - Government

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Mission Viejo State (or equivalent) CA Country or Territory USA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

'10 AUG 3 Div. Lic. AM 8:47

SECTION III – ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

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

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

'10 AUG 2 Liq. Lic. AM 8:47

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE

7/1/10
TODAY'S DATE

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 5
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☒ POLICE DEPARTMENT

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

8/13/10
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 5
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Reg Pl
SIGNATURE

08/10/10
DATE

FIRE MARSHAL
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 5
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

8/11/10
DATE

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 10, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 5 for American Sports Center
755 N 114th Avenue, Avondale, AZ 85323

The proposed location is north of the northeast corner of Avondale Boulevard and Van Buren Street. The building is under construction.

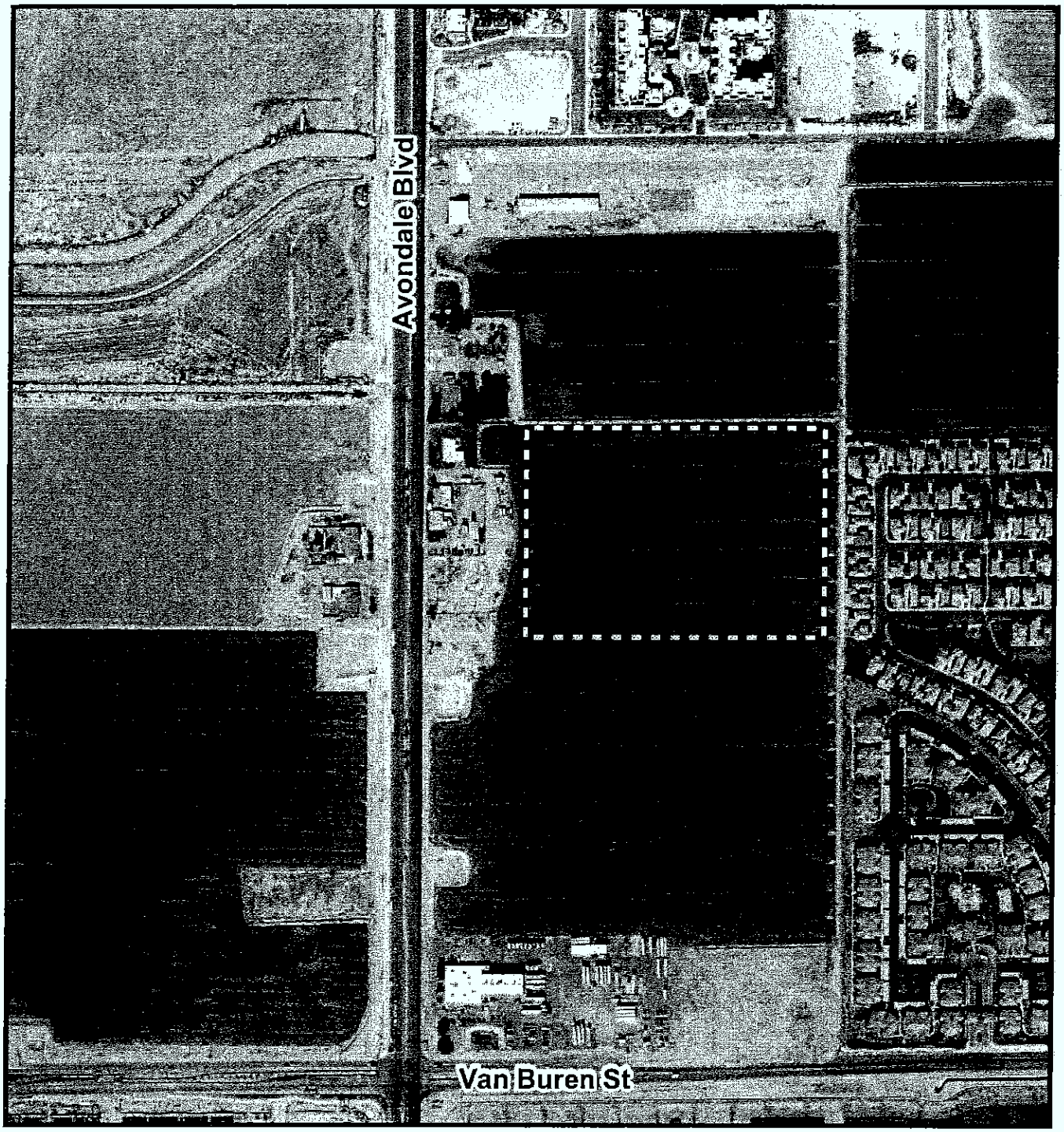
The General Plan designates the property as City Center.

The current zoning is City Center District.

Series 5 liquor licenses are exempt from all separation requirements from churches, schools, or fenced school recreational areas.

There are no zoning or separation issues with this application.

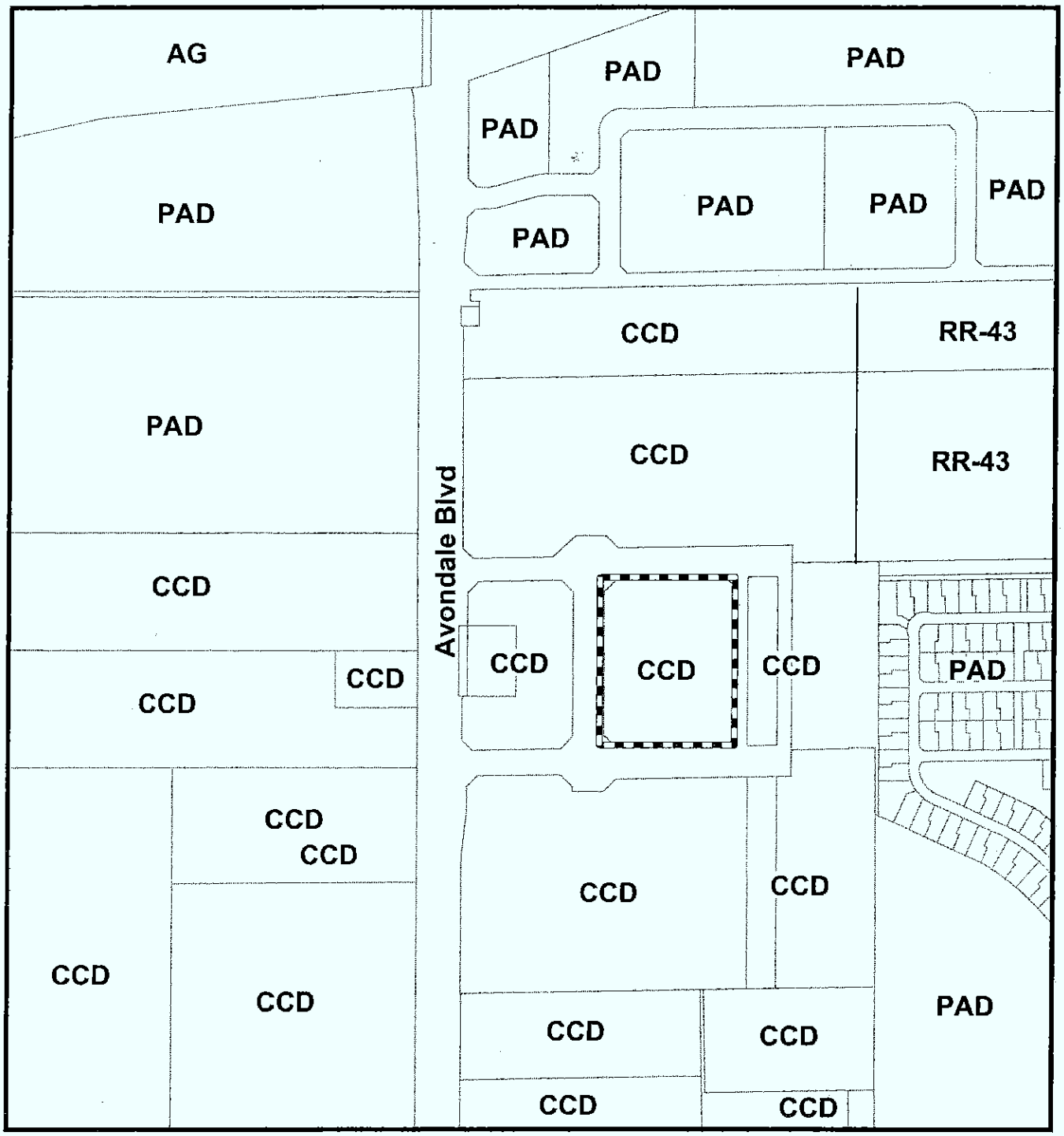
Attachment: Zoning Vicinity Map
2009 Aerial Photograph



2009 AERIAL MAP

Avondale

Subject Property



ZONING MAP

Avondale

Subject Property

Avondale, AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 5
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☒ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: JOHN MICHAEL SHIELDS

BUSINESS NAME: AMERICAN SPORTS CENTER

ADDRESS: 755 N. 114TH AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

American Sports Center must get a privilegetax License. See attached.

☒ APPROVED
☐ DENIED

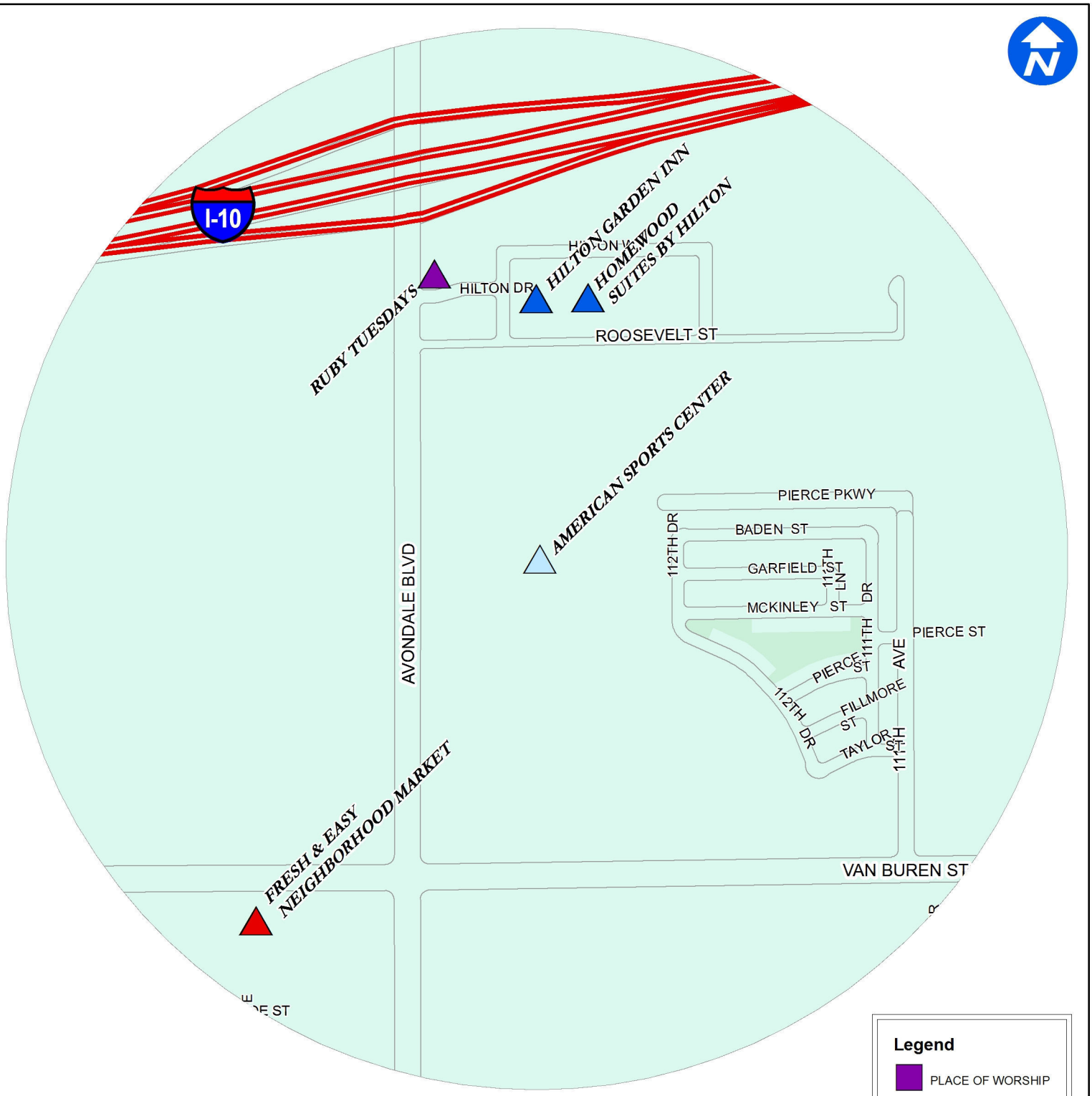
Teresa Hunsaker
SIGNATURE

8/10/10
DATE

Privilege Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010

PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010



Legend

- PLACE OF WORSHIP

LIQUOR SERIES

- SERIES 5
- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 15
- SERIES 16
- SCHOOLS

American Sports Center
1 Mile Buffer

0 250 500 1,000 1,500 Feet

Avondale GIS Division of Water Resources

CITY COUNCIL REPORT

SUBJECT:
Liquor License - Person to Person Transfer - Dysart Liquors and Market

MEETING DATE:
September 7, 2010

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Mr. Robert Samson Anthony for approval of a Person to Person Transfer of a Series 9 Liquor Store License to sell all spirituous liquors at Dysart Liquors and Market located at 1235 N. 8th Street.

DISCUSSION:

The City Clerk's Department has received an application for a Person to Person Transfer of a Series 9 Liquor Store license to sell all spirituous liquors from Mr. Robert Samson Anthony for Dysart Liquors and Market located at 1235 N. 8th Street. The Series 9 Liquor Store License was previously owned by Mr. Harry Frank Scott who operated under the name of Scott's General Store and Liquors. Mr. Scott has since sold the liquor store to Mr. Anthony.

As required by state law and city ordinance, the application was posted from August 9, 2010 to present. A notice was published in the West Valley View on August 20 and 24, 2010. No comments were received.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete.

The Development Services, Finance, Fire and Police Departments have reviewed the application and are recommending approval. Their comments are attached.

RECOMMENDATION:

Staff recommends that the City Council approve the request from Mr. Anthony for a Person to Person Transfer of a Serier 9 Liquor Store License to sell all spirituous liquors at Dysart Liquors and Market located at 1235 N. 8th Street.

ATTACHMENTS:

Click to download

- Application
- Departmental Review
- Vicinity Map

Print Form

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☒ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☒ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 09070623

1. Type of License: _____ 2. Total fees attached: $ (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

P1004851

1. Owner/Agent's Name: Mr. / Ms. ANTHONY (Last) ROBERT (First) SAMSON (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: SASAFRD, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: DYSART LIQUORS & MARKET B1006592
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 1235 N. 8TH ST. AVONDALE, MARICOPA 85323
(Do not use PO Box Number) City County Zip

5. Business Phone: 623-9324628 Daytime Contact: _____

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: _____ City State Zip

8. Enter the amount paid for a bar, beer and wine, or liquor store license $ 197,000.— (Price of License only)

DEPARTMENT USE ONLY

Fees:	Application	Interim Permit	Agent Change	Club	Finger Prints $	TOTAL OF ALL FEES
	100	100	—	—	24	224—

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☐ YES ☐ NO

Accepted by: JW Date: 7-30-10 Lic. # 09070623

LIC 0100 05/2009

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 09070 623
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Harry Frank Scott (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 27th day of July (Month), 2010 (Year)

My commission expires on: 7/30/2012

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2012

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
ANTHONY	ROBERT		100%	[illegible]	[illegible]

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☒	ANTHONY	ROBERT	S	100%	[illegible]	85249
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☒ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 09070623

Issue Date: 2/25/1991

Expiration Date: 12/31/2010

Liquor Store

Issued To:
HARRY FRANK SCOTT, Owner

Location:
SCOTT'S GENERAL STORE & LIQUORS
1235 N 8TH ST
AVONDALE, AZ 85323

Mailing Address:
HARRY FRANK SCOTT
SCOTT'S GENERAL STORE & LIQUORS
1235 N 8TH ST
AVONDALE, AZ 85323

EXP 12/31/2010

LIQUOR LICENSES AND CONTROL ARIZONA

Jerry A. Oliver Sr

JERRY A. OLIVER, SR
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

'10 JUL 30 Liq. Dept PM 4:13

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: SASAFRA, LLC
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 07-23-2010 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L1616572-4 Date authorized to do business in AZ: 07-23-2010
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
ANTHONY	ROBERT	SAMSON	MEMBER		85249

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
ANTHONY	ROBERT	SAMSON	100%		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____ Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____

2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: Scott (Last) Harry (First) Frank (Middle) Entity: Indiv. (Indiv., Agent, etc.)
(Exactly as it appears on license)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: Scott's General Store & Liquor
(Exactly as it appears on license)

4. Physical Street Location of Business: Street 1235 N 8th St
City, State, Zip Avondale AZ 85323

5. License Type: #9 License Number: 09070623

6. Current Mailing Address: (Other than business) Street 2 W Rhodes Ave
City, State, Zip Avondale AZ 85323

7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

8. Does the applicant intend to operate the business while this application is pending? ☒ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, Harry Frank Scott (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Harry Frank Scott (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X _____ (Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 26 day of July 2010 (Day, Month, Year)

My commission expires on: 7/30/2012

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2012

_____ (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____

2. New Business: (Physical Street Location) Name _____
   Address _____

3. License Type: _____ License Number: _____

4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 600 ft. Name of school AGUAFRIA HIGH SCHOOL
   Address 530 E. RILEY RD. AVONDALE AZ. 85323
   City, State, Zip

2. Distance to nearest church: 1 mile ft. Name of church FIRST BAPTIST CHURCH
   Address 1001 N. CENTRAL AVE. AVONDALE, AZ. 85323
   City, State, Zip

3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name HARRY FRANK SCOTT
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $ 1350.00 What is the remaining length of the lease 5 yrs. ____ mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other PERSONAL GUARANTEE
   (give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 105,000.00
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
~~ANTHONY ROBERT~~			~~$105,000.00~~			
HARRY FRANK SCOTT			$105,000.00			

SEE AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? LIQUORS & MARKET

SECTION 12 **Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: (Exactly as it appears on license) Name _____ Address _____
2. New Business: (Physical Street Location) Name _____ Address _____
3. License Type: _____ License Number: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

'10 AUG 31 Liq. Lic. PM 4:35

SECTION 13 **Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 600 ft. Name of school AGUAFRIA HIGH SCHOOL
   Address 530 E. RILEY DR. AVONDALE AZ 85323
   City, State, Zip
2. Distance to nearest church: 1 MILE ft. Name of church FIRST BAPTIST CHURCH
   Address 1001 N. CENTRAL AVE, AVONDALE, AZ 853
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name HARRY FRANK SCOTT
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $ 1350.00 What is the remaining length of the lease ___ yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other PERSONAL GARANTEES
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 105,000.00
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
ANTHONY	ROBERT	SAMSON	$105,000	2069 E. CEDAR PL.	CHANDLER, AZ	85249

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? LIQUORS & MARKET

'10 AUG 31 Liq. Lic. PM 4:35

AMENDMENT

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 09070623 (exactly as it appears on license) Name HARRY FRANK SCOTT

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
   If yes, give the name of licensee, Agent or a company name:

   _____ and license #: _____
   Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

   _____
   applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

_____
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☒ Service windows ☒ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? _____
   month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

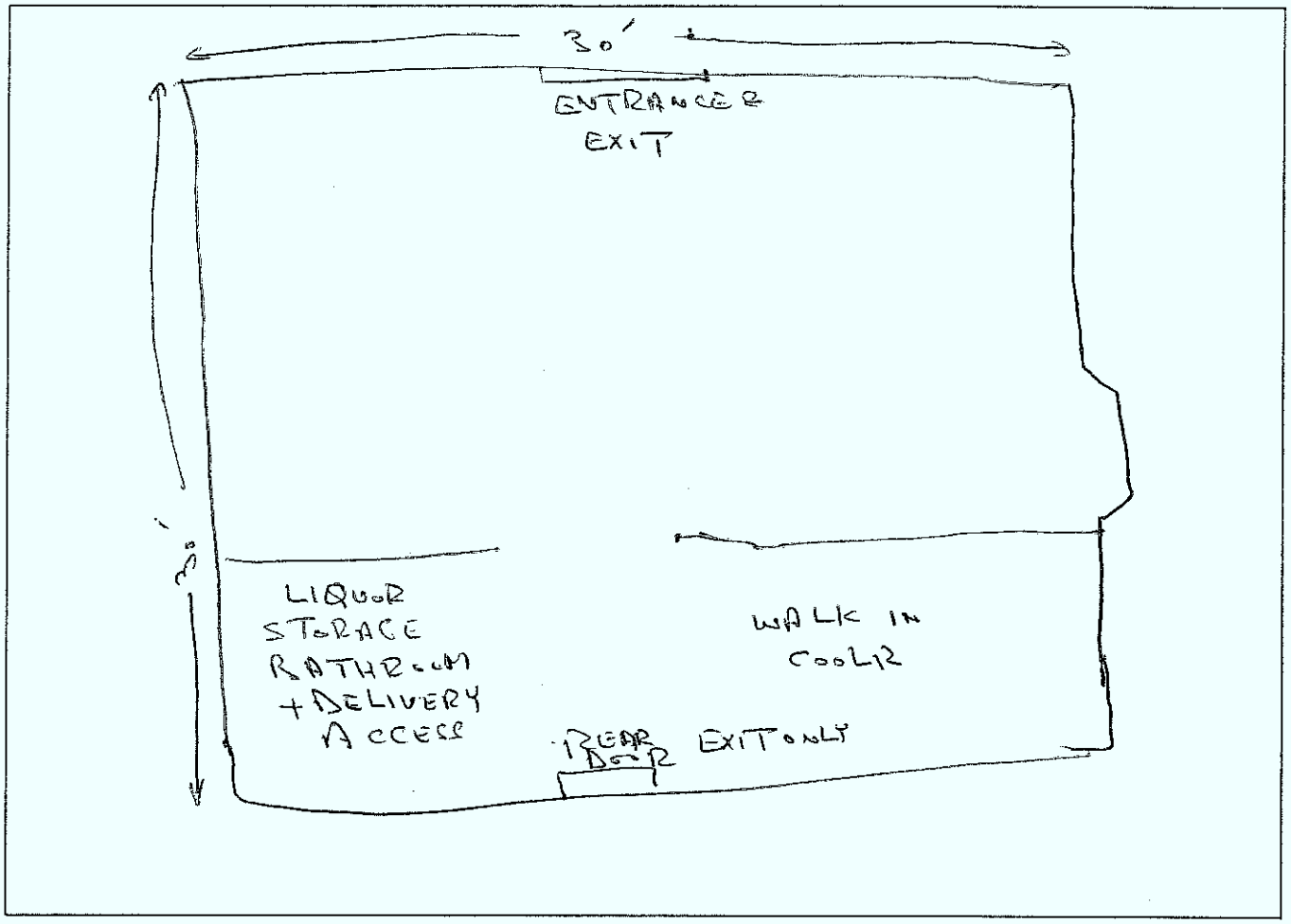
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

R.A
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 **Signature Block**

I, ROBERT SAMSON ANTHONY, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 30 of July 2010
Day Month Year

JILL B. WELLS
Notary Public - Arizona
Maricopa County
Expires March 13, 2013

My commission expires on : 13/3/2013
Day Month Year

signature of NOTARY PUBLIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 09070623
(If the location is currently licensed)

1. Check appropriate box →

☒ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: ANTHONY (Last) ROBERT (First) S (Middle) Date of Birth (NOT a Public Record)

3. Social Security Number: (NOT a public record) Drivers License: (NOT a public record) State: AZ

4. Place of Birth: LAHORE (City) PUNJAB (State) PAKISTAN (Country) (not county) Height: 5' 8" Weight: 190 Eyes: BLK Hair: BK

5. Marital Status ☐ Single ☐ Married ☒ Divorced ☐ Widowed Daytime Contact Phone

6. Name of Current or Most Recent Spouse: ANTHONY (Last) SHAZIA (First) (Middle) (Maiden) Date of Birth (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 1993

8 Telephone number to contact you during business hours for any questions regarding this document. 602-380-5320

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: ~~SCOTTS GENERAL STORE~~ DYSART LIQUORS & MARKET LIQUORS Premises Phone: 623-932-4628

11. Physical Location of Licensed Premises Address: 1235 N. 8TH ST. (Street Address) (Do not use PO Box #) AVONDALE (City) AZ (County) 85323 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1993	CURRENT	FARMER'S QUALITY LIQUORS & MARKET	2935 N. 59TH AVE. PHOENIX AZ 85033

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
JUN 05	CURRENT	OWN				

 Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 6, and **answer #14a below**. If NO, skip to #15.	☒ YES ☐ NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	☐ YES ☒ NO

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☒ YES ☐ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☒ YES ☐ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☒ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☒ YES ☐ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, ROBERT SAMSON ANTHONY, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____ (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 30 day of July, 2010
Month Year

JILL B. WELLS
Notary Public - Arizona
Maricopa County
Expires March 13, 2013

My commission expires on: 13 / 3 / 2013
Day Month Year

_____ (Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____ (Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form
Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

ROBERT ANTHONY
Full Name (please print)

Signature

08-16-2010
Training Completion Date

08-16-2013
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☒ Yes	☐ No	BASIC	☒ Yes	☐ No	ON SALE
☐ Yes	☒ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☐ Yes	☒ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Robert Anthony	Dysart Liquors	09070623
Name of Licensee	Business Name	Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION
Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102
Address

Phoenix	AZ	85012	(602) 285-1396
City	State	Zip	Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

JEFF MILLER
Name of Trainer (please print)

Trainer Signature

8-16-10
Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

Disabled individuals requiring special accommodations, please call (602) 542-9027

67611

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

ROBERT ANTHONY
Full Name (please print)

Robert Anthony
Signature

08-16-2010
Training Completion Date

08-16-2015
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

☐ Yes	☒ No	BASIC	☒ Yes	☐ No	ON SALE
☒ Yes	☐ No	MANAGEMENT	☒ Yes	☐ No	OFF SALE
☐ Yes	☒ No	BOTH	☐ Yes	☒ No	OTHER

If Trainee Is Employed By A Licensee

Robert Anthony — Name of Licensee
Dysart Liquors — Business Name
09070623 — Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION
Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102
Address

Phoenix	AZ	85012	(602) 285-1396
City	State	Zip	Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statue, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Jeff Miller
Name of Trainer (please print)

Trainer Signature — 8-16-10 Date

Pursuant to A.R.S.§ 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:
Owner(s)
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

10 AUG 17 AM 11:04

AZ DEPT. OF LIQUOR LIC. & CONTROL

To whom it may Concern,

I had traffic Speeding citation. I Also had LIQ. LIC. violations by my employees.

Thanks.

ROBERT S. ANTHONY

15- FOR DRIVING MORE THAN THE SPEED LIMIT.

17- FINED TO SELL LIQUOR TO MINORS ALSO SELLING CIGRATTES TO MINORS. BY EMPLOYES.

19- FARMERS LIQUORS & MARKET
2935 N. 59TH AVE

DIAMOND D. LIQUORS & MARKET
4316 W. BETHANY HOME RD.
GLENDALE, AZ. 85301

FARMERS LIQUORS & MARKET #2
4330 W. GLENDALE AVE
GLENDAL, AZ. 85301

'10 JUL 30 Lic. Dept PM 4:15

RECEIVED
JUL 23 2010
ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

ARTICLES OF ORGANIZATION

Of

SASAFRD, LLC

1. The name of this limited liability company, (here-in-after, "this Company") is:

   SASAFRD, LLC

2. This Company is organized for the sole purpose of providing retail sales and any other lawful sale or service allowable under Arizona law.

3. Upon the death, retirement, bankruptcy or incapacity of any Member of this Company, this Company shall dissolved, dissolution shall be perpetual, except by a majority vote of remaining Members to continue this Company.

4. Members are prohibited from transferring their interest without the written permission of all Members of this Company.

5. Management of this Company is vested the members, the name and address of the members at the time of formation of this Company are:

   ROBERT ANTHONY
   2069 E. CEDAR PL
   CHANDLER, AZ. 85249

6. The address of the registered office of this Company and the name and business address of the agent for service of process are:

Registered Office:	**Statutory Agent:**
ROBERT ANTHONY	ROBERT ANTHONY
SASAFRD, LLC	2069 E. CEDAR PL
2069 E. CEDAR PL	CHANDLER, AZ. 85249
CHANDLER, AZ. 85249	

7. This being a limited liability company established under the laws of the State of Arizona restricts the Members liability under laws of that state.

8. The life of this limited liability company shall be perpetual.

SIGNED this 23rd day of July, 2010.

'10 JUL 30 Liq. Dept PM 4:13

ROBERT ANTHONY

I, ROBERT ANTHONY , hereby consent to and accept the appointment as Statutory Agent for this Company, until my replacement or resignation pursuant to A.R.S. 29-605 A & C.

ROBERT ANTHONY

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☒ POLICE DEPARTMENT

APPLICANT'S NAME: ROBERT SAMSON ANTHONY

BUSINESS NAME: DYSART LIQUORS & MARKET

ADDRESS: 1235 N. 8TH STREET

CITY: AVONDALE STATE: AZ ZIP CODE: 85323

DEPARTMENTAL COMMENTS:

☑ APPROVED
☐ DENIED

SIGNATURE

Police Chief
TITLE

8/13/10
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☒ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: ROBERT SAMSON ANTHONY

BUSINESS NAME: DYSART LIQUORS & MARKET

ADDRESS: 1235 N. 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

Jeff Y Gomez
SIGNATURE

8/12/10
DATE

FIRE INSPECTOR
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

Avondale
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☒ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☐ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: ROBERT SAMSON ANTHONY

BUSINESS NAME: DYSART LIQUORS & MARKET

ADDRESS: 1235 N. 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

☒ APPROVED
☐ DENIED

SIGNATURE

Zoning Specialist
TITLE

8/10/10
DATE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 10, 2010

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist

SUBJECT: Series 9 Liquor License Person Transfer for Dysart Liquors & Market
1235 N Dysart Rd, Avondale, AZ 85323

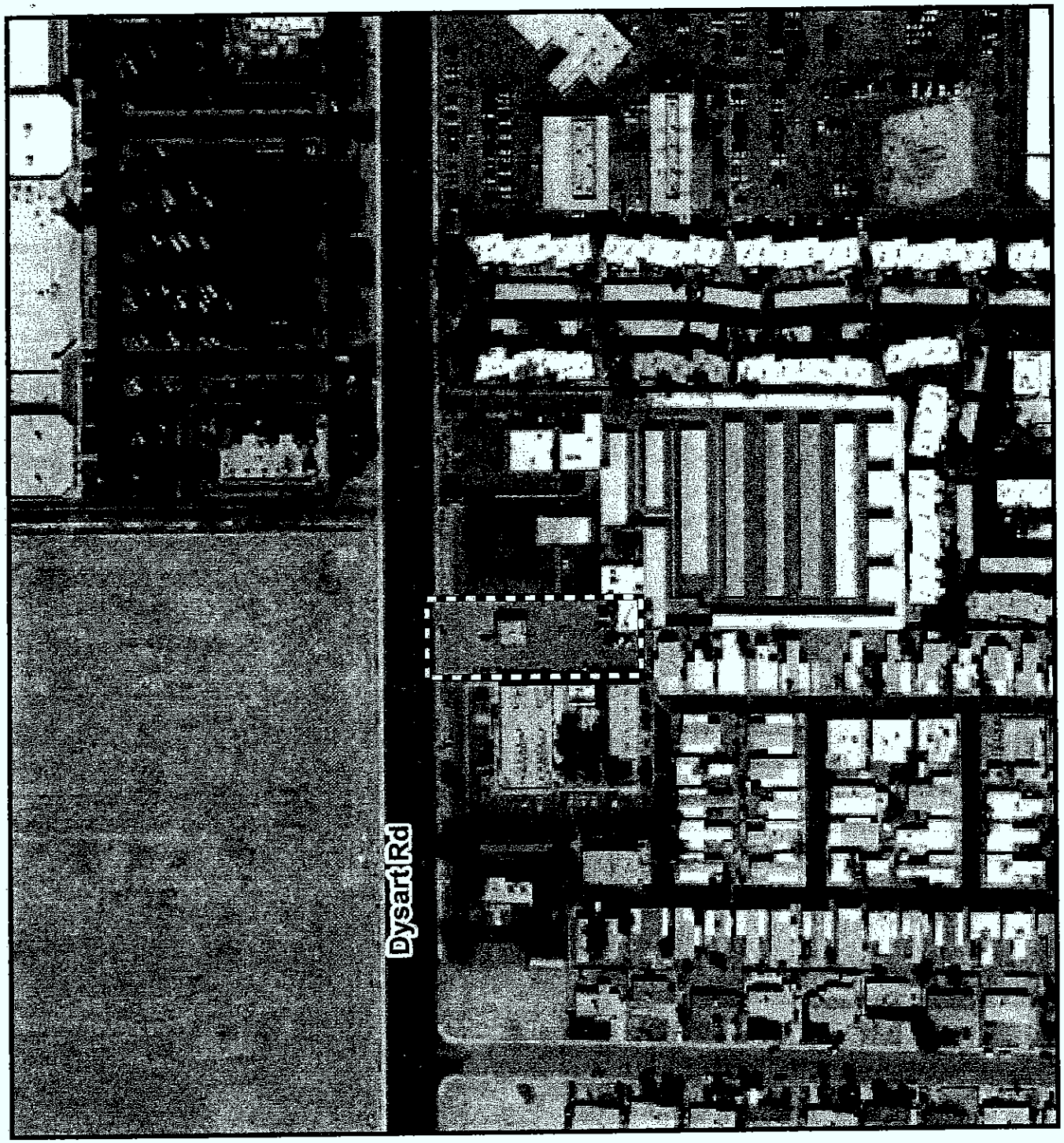
The site is located south of the southeast corner of Dysart Road and Van Buren Street. The site was Scott's General Store & Liquor Store. The subject property is zoned Community Commercial District (C-2).

The General Plan designates the property as Medium Density Residential.

For Series 9 (Liquor Store) Licenses, State Statute requires a minimum separation of 300 feet from K-12 schools or church buildings. It also requires 300 feet from fenced recreational areas that are part of a school building. There are no church buildings, K-12 school buildings, or fenced recreational areas associated with K-12 schools within 300-feet of the northeast corner of 107th Avenue and Van Buren. The distance requirements are not valid when transferring a Series 9 Liquor License from person to person due to the establishment meeting distance requirements when the initial liquor license was approved.

Staff recommends approval of this liquor license.

Attachment: 2009 Aerial Photo
Zoning Vicinity Map

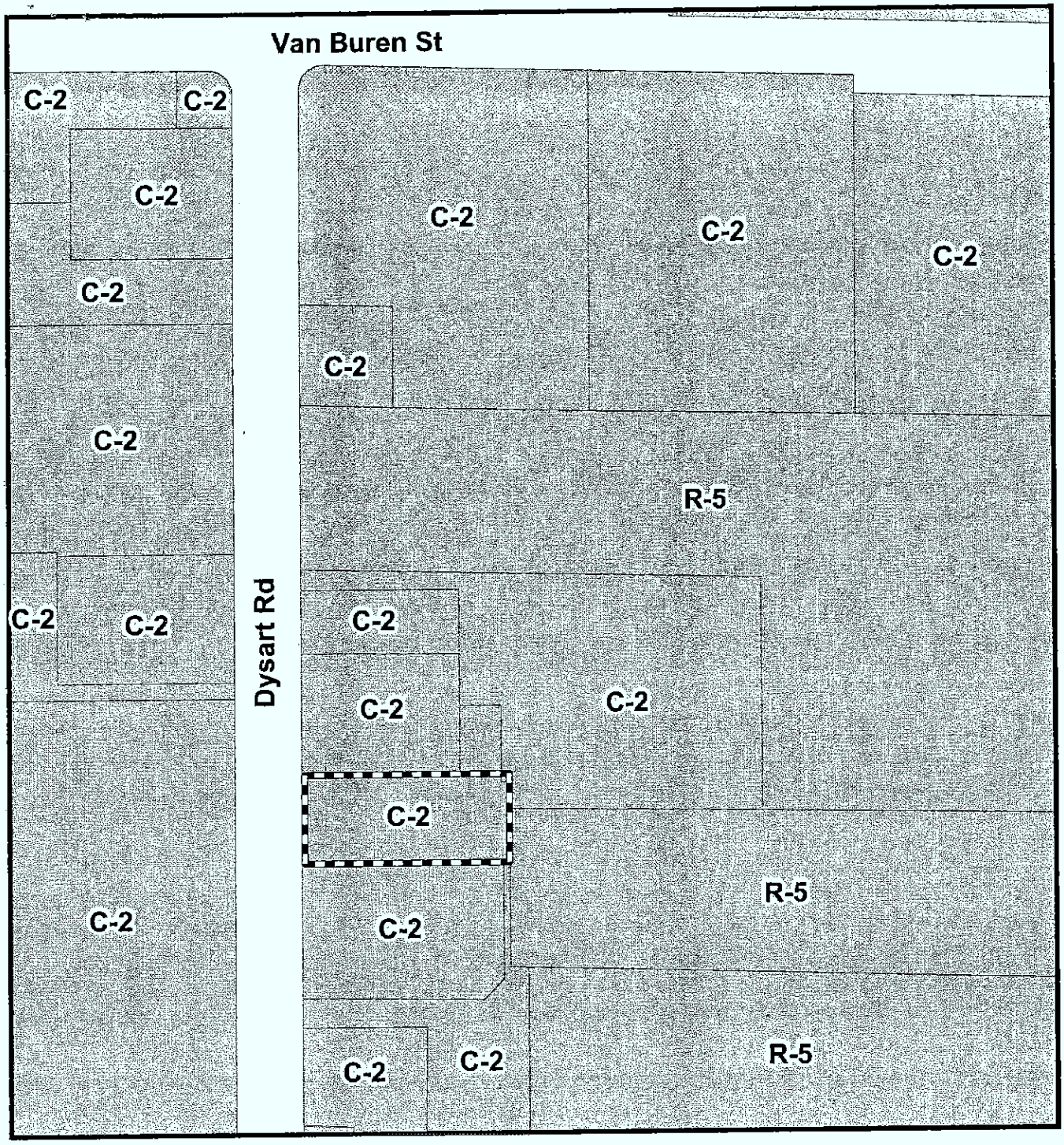


2009 AERIAL MAP

Avondale

Subject Property

N



ZONING MAP

Avondale

Subject Property

Avondale AZ
City Clerk's Department

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- ☐ OFF TRACK BETTING
- ☒ LIQUOR LICENSE SERIES # 9
- ☐ EXTENSION OF PREMISES
- ☐ ACQUISITION OF CONTROL

ROUTING:

- ☐ DEVELOPMENT SERVICES
- ☐ FIRE DEPARTMENT
- ☒ FINANCE DEPARTMENT
- ☐ POLICE DEPARTMENT

APPLICANT'S NAME: ROBERT SAMSON ANTHONY

BUSINESS NAME: DYSART LIQUORS & MARKET

ADDRESS: 1235 N. 8TH STREET

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

DEPARTMENTAL COMMENTS:

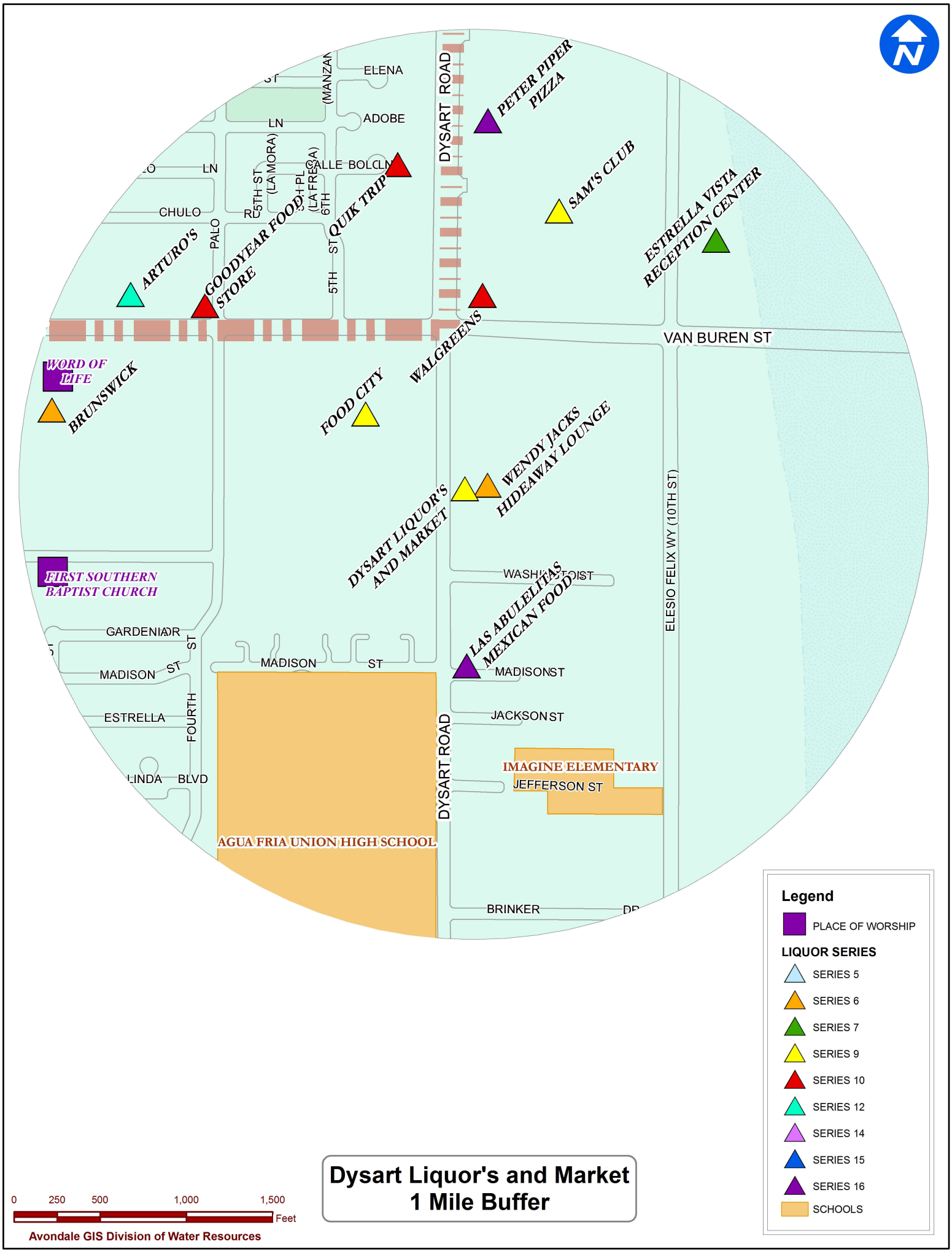
☒ APPROVED
☐ DENIED

Lesa Strack
SIGNATURE

8/10/10
DATE

Privilege Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 7, 2010
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 17, 2010



Dysart Liquor's and Market
1 Mile Buffer

CITY COUNCIL REPORT

SUBJECT:
Acquistion of Rigby Water Company

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: David Fitzhugh

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve the purchase of the Rigby Water Company in the amount of $2.56 million, authorize the transfer of appropriations in the amount of $1.3 million from 320-5300-00-8420 Improvement Districts to 514-1212-00-8520 Purchase of Rigby Water Company, transfer cash from Fund 501 - Water Operating to Fund 514 - Water Development and authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

DISCUSSION:

Staff has been in negotiations with the owners of the Rigby Water Company to acquire the company, its assets, and service area since early 2005. The City Council approved Ordinance No. 1336-1208 on December 1, 2008 authorizing the acquisition of the company through purchase or condemnation. Subsequent to this action, negotiations reached an impasse regarding the terms of purchase and the City filed for condemnation on or about January 30, 2009.

The City of Avondale and the owners of Rigby Water Company continued negotiations during pre-trial discovery and have reached agreement on the terms of the acquisition of the company's assets and service area in the amount of $2.56 million.

Council action tonight will authorize staff and our legal representatives to finalize the agreement with Rigby water and submit our negotiated settlement to the presiding Judge. Upon review the Judge will render his/her decision resolving all interests in the water company including easements, land, rights of way, equipment and facilities.

Additional funds have been expended for fees associated with legal representation, appraisal, economic analysis and expert witness testimony. Staff anticipates expending funds to make minor unknown operational improvements to the existing system upon assumption of the company. The current Capital Improvement Plan includes approximately $1.5 million dollars for this acquisition. As part of the request, Council will consider authorizing the transfer of funds from Water Operations Fund 501 to pay all costs associated with this acquisition.

BUDGETARY IMPACT:

Funding for this purchase will come from a combination of Water CIP funds and Water Operating Fund balance. The unplanned expenditure of Water Operating fund balance requires a transfer of both appropriation and cash. Staff is requesting that Council approve the transfer of appropriations in the amount of $1.3 million from 320-5300-00-8420 Improvement Districts to 514-1212-00-8520 Purchase of Rigby Water Company. Staff is also requesting Council approval to transfer cash from Fund 501 - Water Operating to Fund 514 - Water Development. This action will reduce the balance in the Water Operating Fund.

RECOMMENDATION:

Staff requests that the City Council approve the purchase of the Rigby Water Company in the amount of $2.56 million, authorize the transfer of appropriations in the amount of $1.3 million from 320-5300-00-8420 Improvement Districts to 514-1212-00-8520 Purchase of Rigby Water Company, transfer cash from Fund 501 - Water Operating to Fund 514 - Water Development and authorize the Mayor or the City Manager and the City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

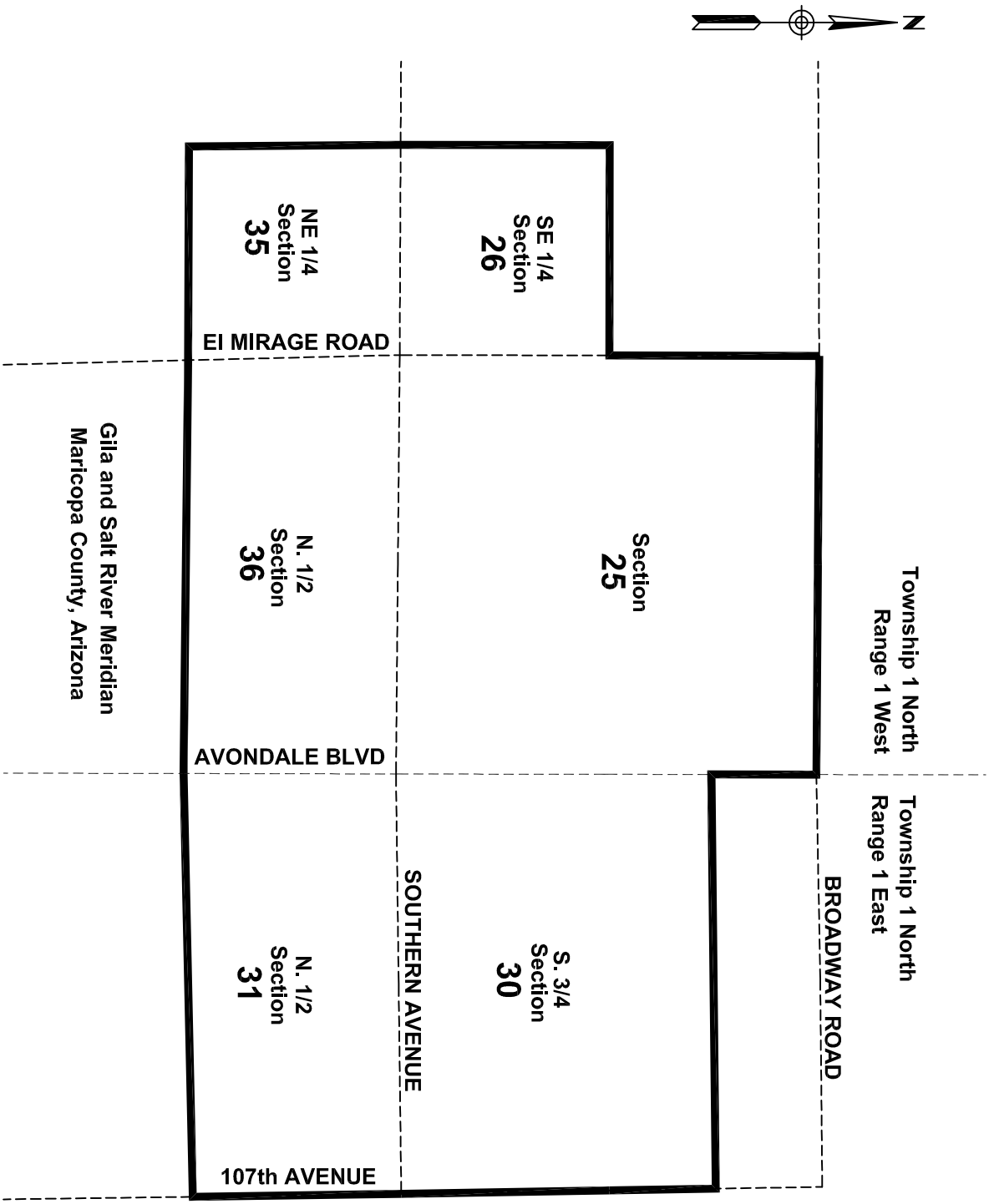
- Legal Descriptions and Exhibits

LEGAL DESCRIPTION
RIGBY WATER COMPANY

Plant, System and Business of RIGBY WATER COMPANY known as the Rigby Division and the Holly Acres Division including real property comprised of and encompassed within that portion of the RIGBY WATER COMPANY's certificated service area lying west of 107th Avenue, which area is more particularly described as All of Section 25, the Southeast Quarter (SE1/4) Section 26, the Northeast Quarter (NE1/4) Section 35, the North Half (N1/2) of Section 36, Township 1 North (T1N), Range 1 West (R1W) and the South Three Quarters (S3/4) Section 30, and the North Half (N1/2) Section 31, Township 1 North (T1N), Range 1 East (R1E), of the Gila and Salt River Meridian, in Maricopa County, Arizona;

Including Exhibit A, Parcels 1 through 5, description and exhibit maps attached hereto and made part thereof;

Also Including but not limited to all fee and/or leasehold interests in real property, all easements, pumps, wells, waterlines, meters, personal property and/or other equipment utilized in providing and necessary to provide water services to the above-described area, that portion of the RIGBY WATER COMPANY's Certificate of Convenience and Necessity and/or business associated with the operation of the Rigby Division and the Holly Acres Division, and all tangible, intangible, personal or real property rights or interests in any way related to such Divisions



City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
RIGBY WATER COMPANY
SERVICE AREA BOUNDARY

DATE: 2-2-2009
DSN:
DRN. LS
CHK:

PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

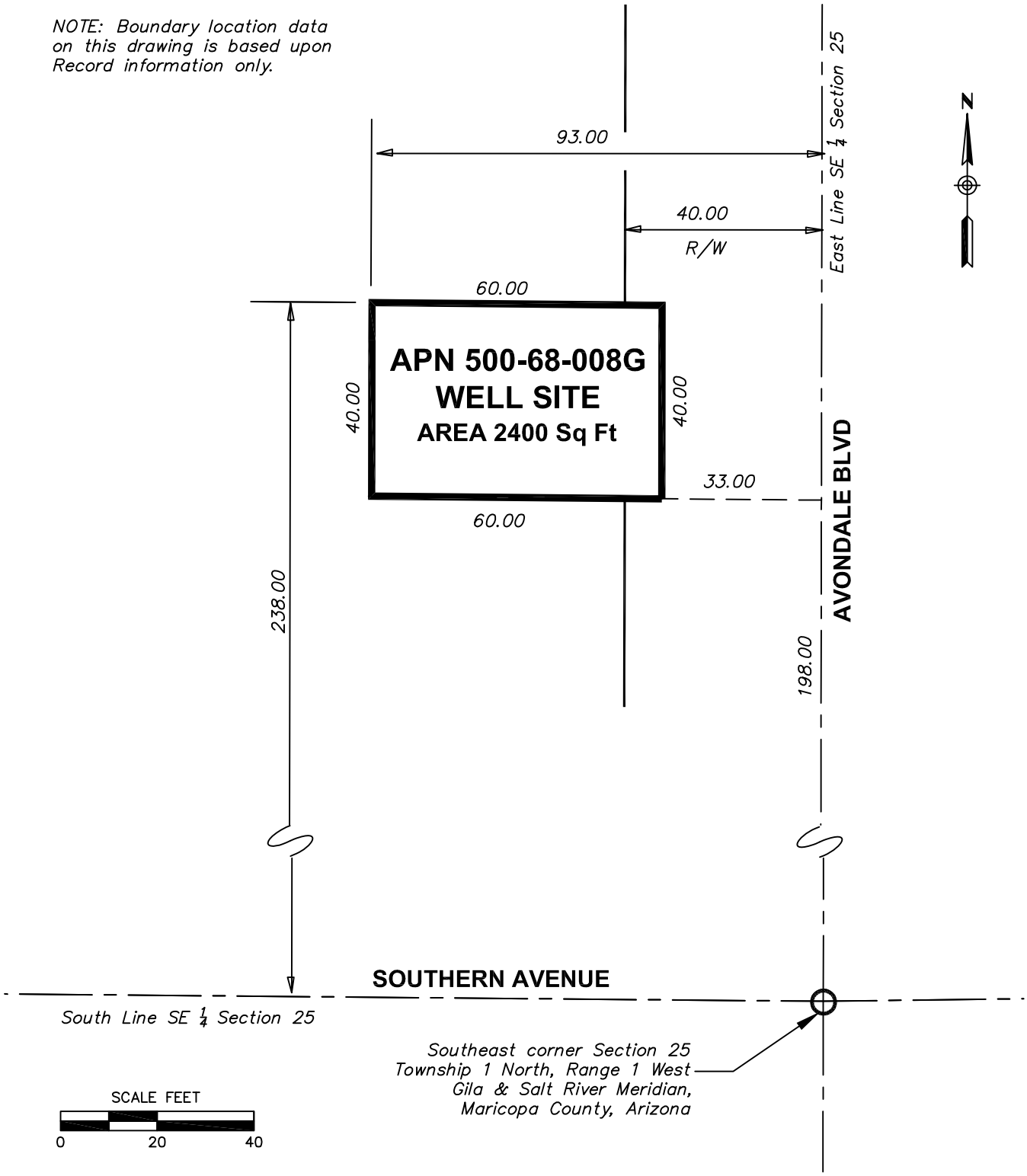
EXHIBIT A
RIGBY WATER COMPANY
PARCELS 1 THROUGH 6

Ref: Dkt 10628 Pg 994
Warranty Deed

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 1
WELL SITE
APN 500-68-008-G

The East 93 feet of the South 238 feet of the East 10 rods of the Southeast quarter of the Southeast quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian.

EXCEPT the South 198 feet.



City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 1 – WELL SITE
APN 500–68–008G

DATE: 2–2–2009
DSN:
DRN. LS
CHK:

PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

Ref: Dkt 12931 Pg 30

Agreement: 99 year Lease
And Grant of Easements

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 2
WELL SITE WITH EASEMENT
PART APN 500-87-004A

As Recorded in Docket 12931 Page 30 Official Records of Maricopa County

LEASE

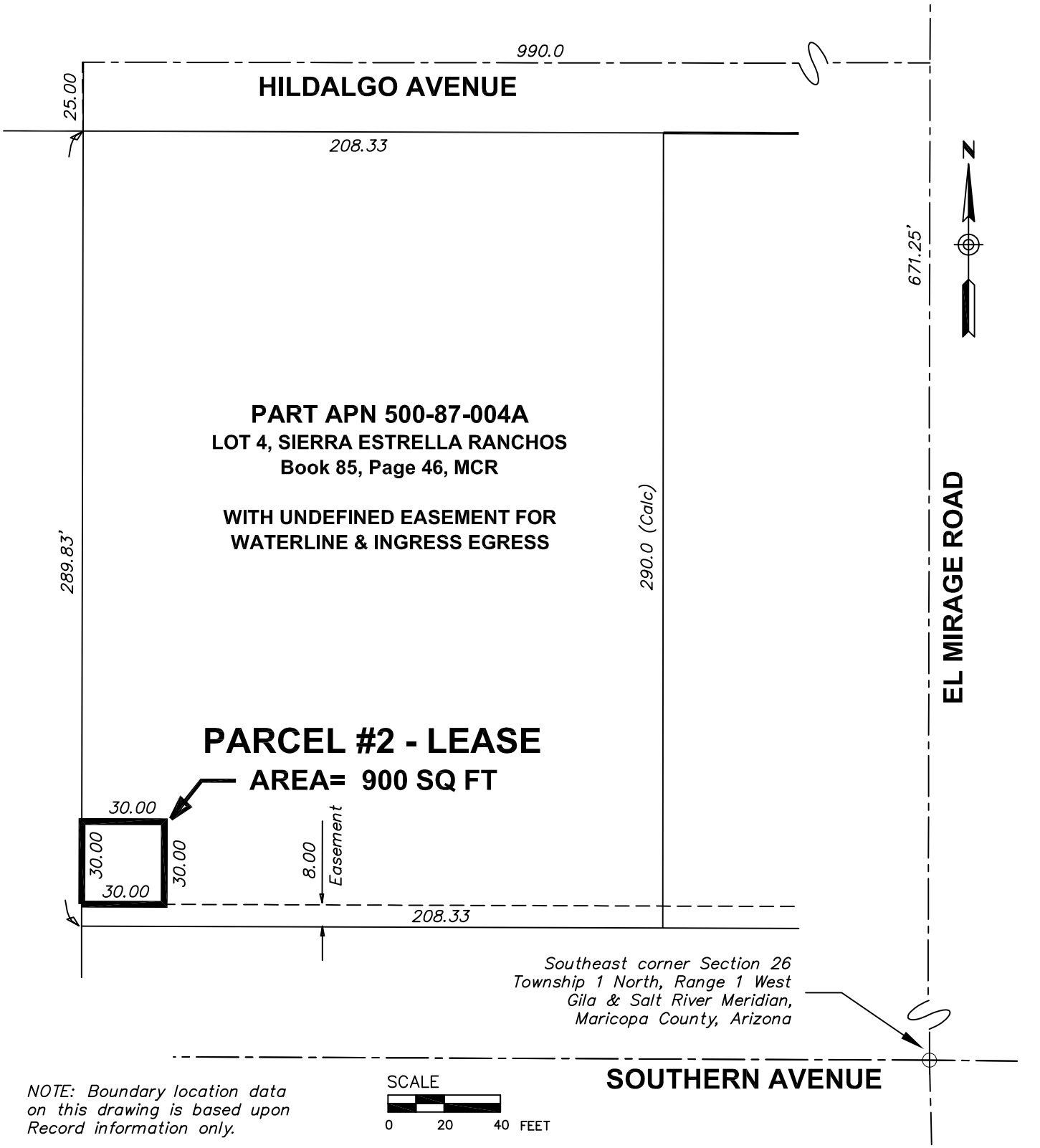
The South 38 feet of the West 30 feet of Lot#4, Sierra Estrella Ranchos, as subdivision recorded in Book 85, Page 46, Maricopa County Recorder's Office, situated in the S.E. Quarter of Section 26, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona,

Except for an easement previously granted across the South 8 feet thereof.

EASEMENTS

Easement for Water line across said Lot 4, of Sierra Estrella Ranchos from the above described property due North to Hildalgo Street

Easement for Ingress Egress across said Lot 4, of Sierra Estrella Ranchos to above described leased property.



NOTE: Boundary location data on this drawing is based upon Record information only.

City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 2 – LEASE
PART APN 500–87–004A

DATE: 2–2–2009
DSN:
DRN. LS
CHK:

PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

Ref: Dkt 1996-0847690
Grant of Easement

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 3
EASEMENT
PART APN 101-43-001

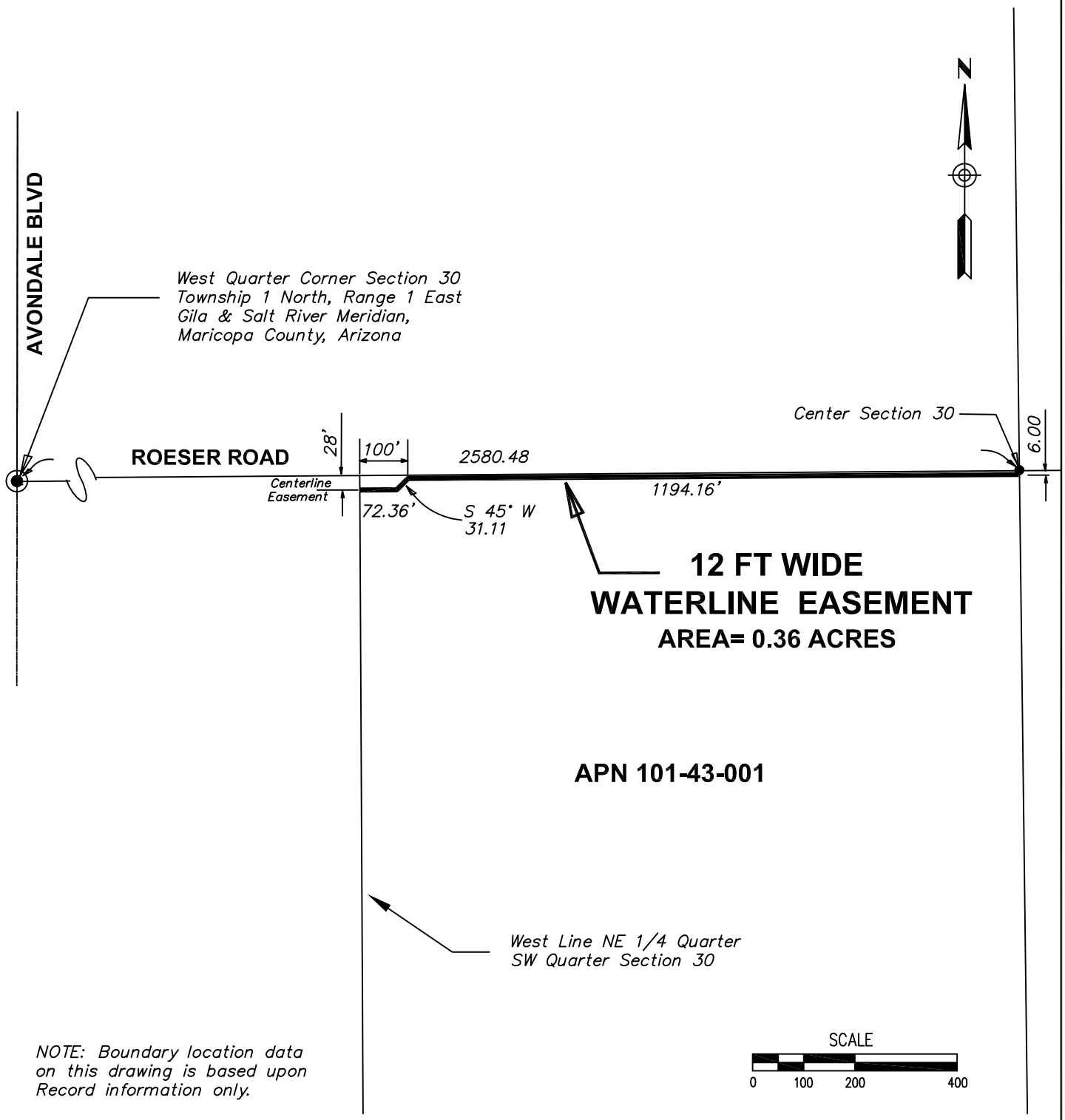
As Recorded in Docket 1996-0847690 Records of Maricopa County
WATERLINE EASEMENT

That part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona .

Said easement being 12.0 feet in width, 6 feet on either side of the following described center line:

COMMENCING at the center of said Section 30; thence SOUTH 6.00 feet to the TRUE POINT OF BEGINNING; thence WEST along a line 6.00 feet South of and parallel with the East-West midsection line, to a point 100 feet East if the West line, thence South 45 degrees West distance of 31.11 feet to a point; thence West along a line 28.00 feet South of and parallel with the East-West midsection line, to the West line of said Northeast quarter of the Southwest quarter of said Section 30 and there terminating;

together with the right of ingress and egress to permit operation and maintenance of said water line.



NOTE: Boundary location data on this drawing is based upon Record information only.

City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 3 – EASEMENT
PART APN 101–43–001

DATE: 2–5–2009
DSN:
DRN. LS
CHK:

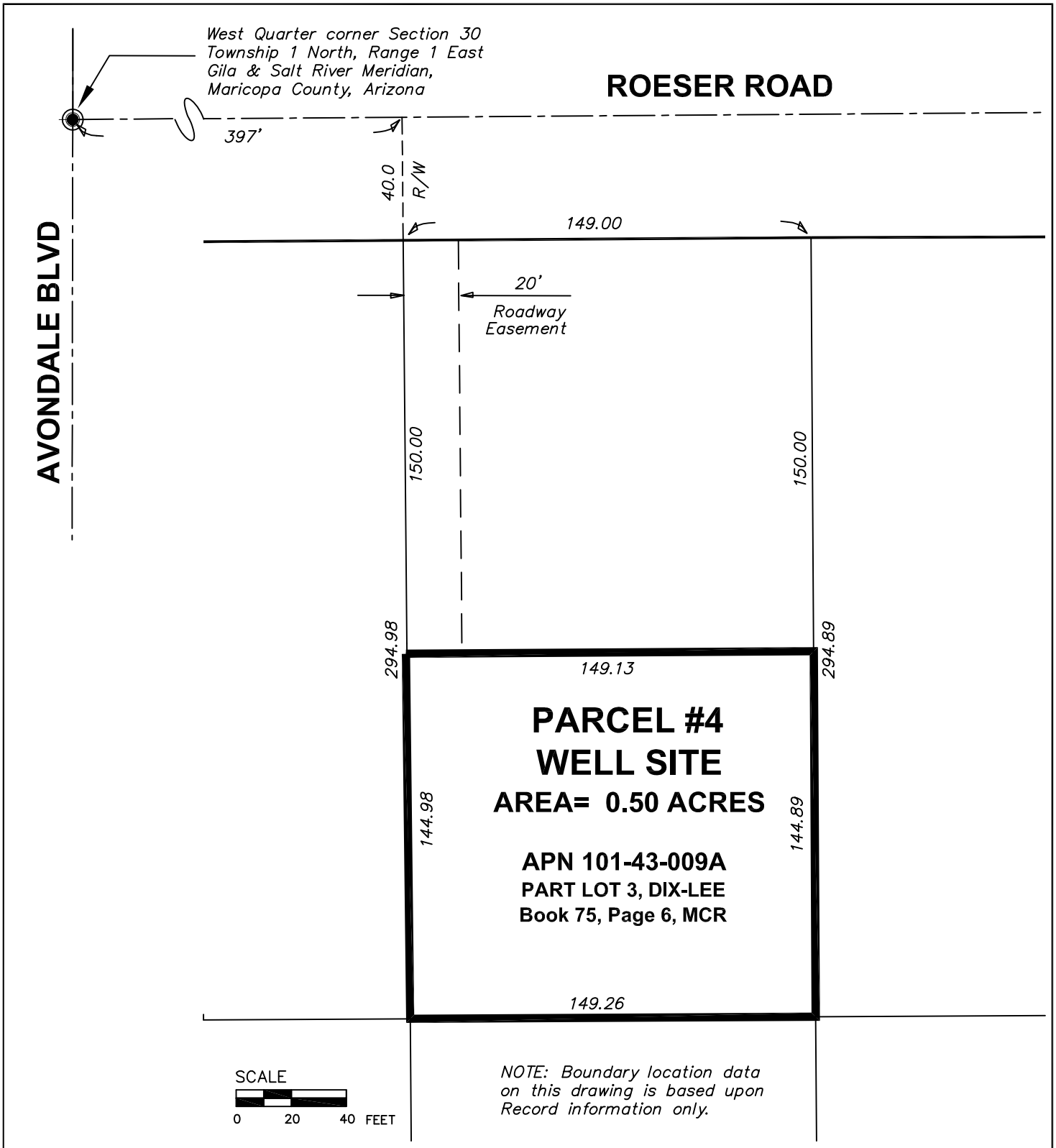
PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 4
WELL SITE
APN 101-43-009A

Lot Three (3) Dix-Lee, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 75 of Maps, Page 6

Except the North 150 feet thereof



City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 4 – Well Site
APN 101–43–009A

DATE: 2–4–2009
DSN:
DRN. LS
CHK:

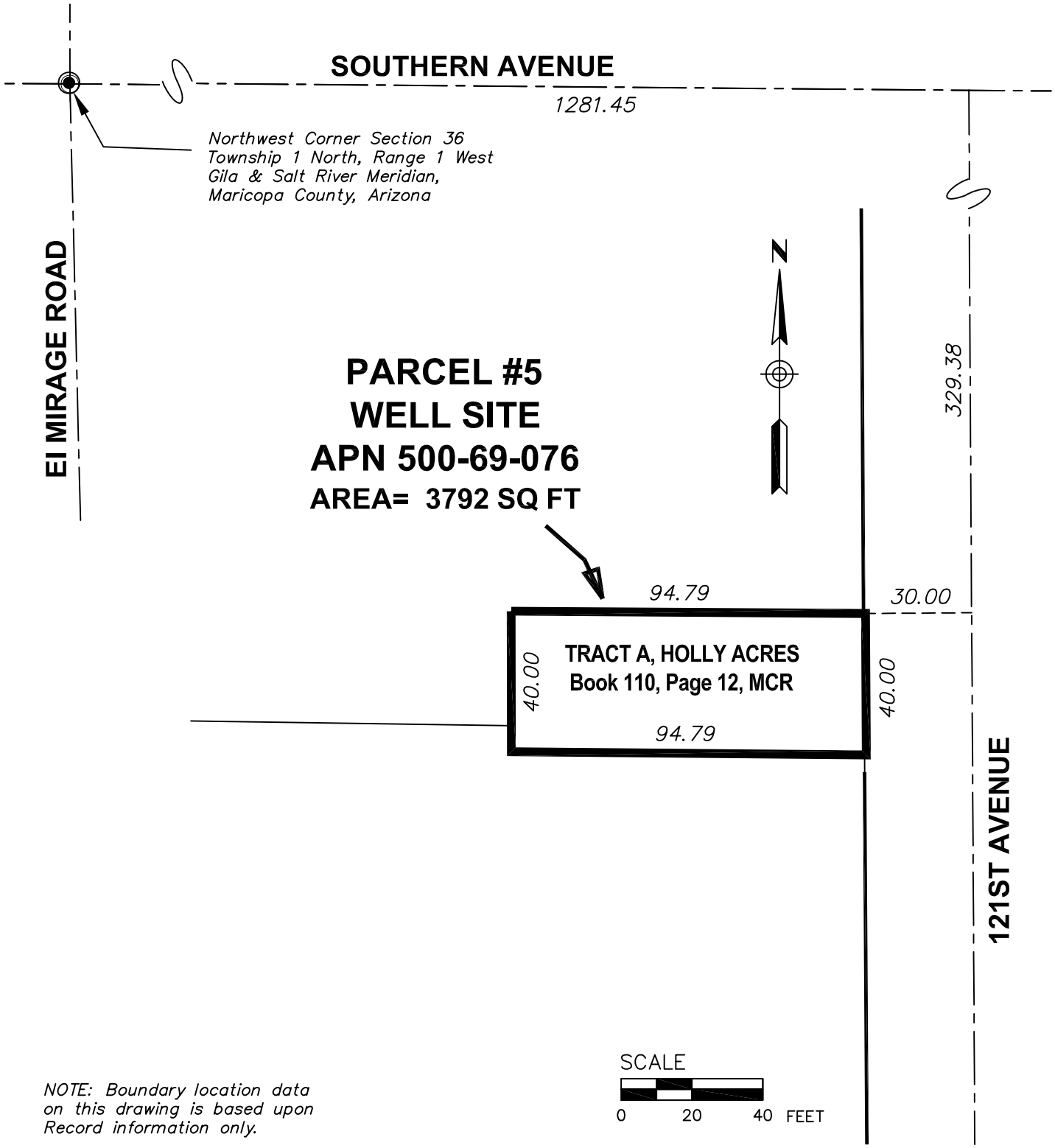
PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

Ref: Dkt 6695 pg 362
Deed Mr & Mrs Rigby

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 5 - WELL SITE
APN 500-69-076

Tract A, HOLLY ACRES, according to Book 110, of Maps, page 12, records of Maricopa County, Arizona



NOTE: Boundary location data on this drawing is based upon Record information only.

City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 5 – WELL SITE
APN 500–69–076

DATE: 2–4–2009
DSN:
DRN. LS
CHK:

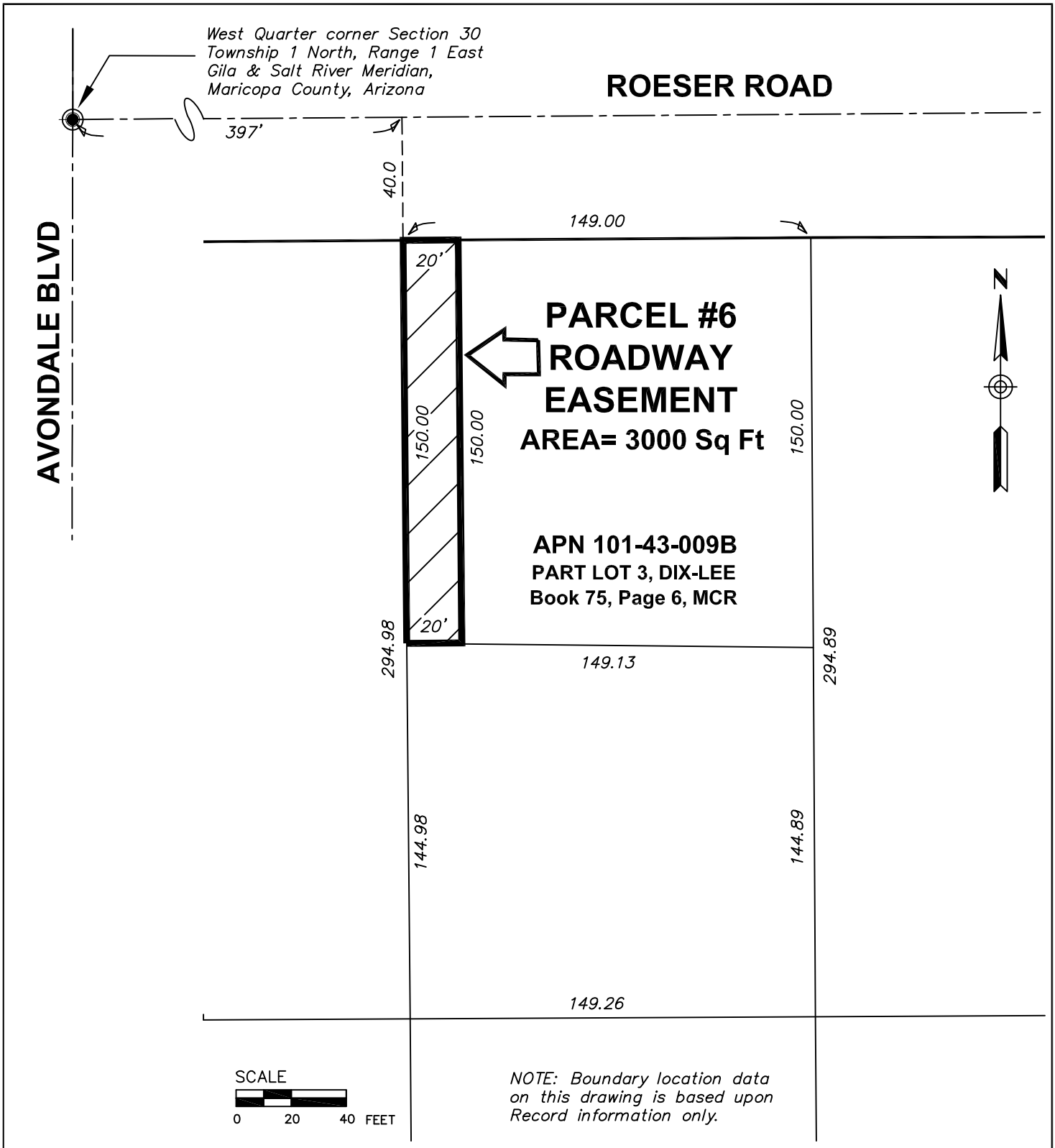
PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

Ref: Dkt 13201 pg 1164
Reservation of Easement

RIGBY WATER COMPANY
LEGAL DESCRIPTION
PARCEL 6
EASEMENT
PART APN 101-43-009-B

Easement for Roadway over the West 20 feet of the North 150 feet of Lot 3, Dix-Lee, according to Book 75 of Maps, Page 6, Records of Maricopa County, Arizona.



City of Avondale

WATER RESOURCES DEPARTMENT

EXHIBIT MAP
PARCEL # 6 – EASEMENT
PART APN 101–43–009B

DATE: 2–4–2009
DSN:
DRN. LS
CHK:

PROJECT NAME
RIGBY WATER COMPANY

PAGE
2 OF 2

CITY COUNCIL REPORT

SUBJECT:
Purchase Agreement - Facilitec, Inc. for Northwest Public Safety Facility

MEETING DATE:
September 7, 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 purchase agreement with Facilitec Incorporated for the purchase of office furnishings for the Northwest Public Safety Facility through the State of Arizona Cooperative Purchasing Program in the amount of $70,072.74.

BACKGROUND:

The construction of the Northwest Public Safety Facility is scheduled to be completed by the end of October 2010. The project included the purchase of new office furnishings that will be utilized by police personnel.

DISCUSSION:

Facilitec Incorporated's design team met with representatives from the Police and Facilities Departments to determine the office furnishing needs. The new office furnishings will include hard wall and cubicle office furniture, as well as break room, conference room, lobby, and briefing room furniture. The furniture will be provided by Facilitec Incorporated and will be purchased through the State of Arizona Cooperative Purchasing Program.

BUDGETARY IMPACT:

Funds for the purchase and installation of the systems furniture were included in the project FF&E budget line item for $88,000 and was included in the overall project budget of $3,775,530. The recommended office furnishings are available for purchase through the State of Arizona Cooperative Purchasing Program. Facilitec Incorporated is a nationally renowned vendor with high quality products and services.

RECOMMENDATION:

Staff recommends that the City Council approve a purchase agreement with Facilitec Incorporated for the purchase of furnishings for the Northwest Public Safety Facility through the State of Arizona Cooperative Purchasing Program in the amount of $70,072.74 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Purchase Agreement

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FACILITEC, INC.

THIS PURCHASE AGREEMENT (the "Agreement") is made as of August 23, 2010, between the City of Avondale, an Arizona municipal corporation ("City"), and Facilitec, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive bidding process, the State of Arizona, Arizona, entered into Contract EPS070112-10-A2, as amend by Contract Amendments 1 through 5, (collectively, the "State Contract"), for the Contractor to provide furniture, products and services. The State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase furniture, products and services under the State Contract without further public bidding, and the State Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase furniture, products and services (the "Furnishings and Services") from the Contractor under the terms and conditions of 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 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 October 22, 2011.

2. Scope of Work. Contractor shall provide the City with the Furnishings and Services under the terms and conditions of the State Contract, attached hereto as Exhibit A, and in the amounts and configurations as more particularly set forth in the Proposal, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed $70,072.74 for the Furnishings and Services as set forth in the Proposal attached hereto as Exhibit B.

4. Payments. The City shall pay the Contractor based upon materials delivered, work performed and completed to date, and upon submission and approval of invoices. All

invoices shall document and itemize all materials and 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. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among this Agreement, the Proposal, and the State Contract, the documents shall govern in the order listed herein.

10. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the State 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 Agreement 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**"

FACILITEC, INC., 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 FACILITEC, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FACILITEC, INC.

[State Contract]

See following pages.

Contract Amendment

CONTRACT: **EPS070112-10, Furniture, Products and Services**

AMENDMENT: **Five (5)**

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: Facilitec, Inc.
4501 E. McDowell
Phoenix, AZ 85008

CONTACT: Carrie Torriente
(602) 275-0101
ctorriente@facilitec-inc.com

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

Pursuant to the Contract Terms and Conditions, Section 3.3.1, Contract Term clause, this contract is extended for an additional one (1) year period through October 22, 2010.

All other Terms and Conditions remain unchanged.

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.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
10/22/09	10/22/09
AUTHORIZED SIGNATURE — DATE	AUTHORIZED SIGNATURE — DATE
PRINTED NAME AND TITLE	Christine Fruitman, Sr. Procurement Specialist PRINTED NAME AND TITLE

Contract

Solicitation # EPS070112−A2

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	4
Requisition #:	ADSM−72VJ6M	Solicitation #:	EPS070112−A2	Contract #:	EPS070112−10−A4
PO Assigned:	LeAnn Wong/ADSM−5KAM9N		Date Completed:	11/26/2008	
PM Assigned:	Doug Milford/ADSM−5KAM9N		PA Assigned:	James Scarboro/ADSM−5KAM9N	
Supplier Name:	Facilitec, Inc.		Proposal #:	ADSM−73UUZK	
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:	10/23/07	End Date:	10/22/09
Term:	2 Year(s)	FOB:	Destination
Payment Terms:	Net 30	Delivery:	60A.R.O. Days
Contract Extension Allowed		Max Extension:	3 Year(s)

Amendment Information

AMENDMENT #4

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.

AMENDMENT #3

The language in the contract file has been modified in two places: Section 2.3.2 Services on page 5 and Section 3.4.3 Delivery on page 13. As a result, the file "Contract EPS070112−10−A1 Facilitec.pdf" has been removed and the file "Contract EPS070112−10−A3 Facilitec.pdf" has been added.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 2
In accordance with 3.8.6.5 of the Contract, the Contract is hereby amended to include "Insurance Certificate Compliance.pdf", which includes the State's insurance requirements and the Vendor's insurance certificate, to demonstrate that the Vendor is currently in compliance with insurance provisions.

All other Terms and Conditions remain in effect.

AMENDMENT NO. 1

In accordance with 3.2.10 Contract Restructure After Award, the Contract is hereby restructured (reformated) to facilitate ease of use, contract administration and concurrence of the State and Vendor.

All Terms and Conditions remain in effect.

Contract Reassignment
N/A
Contractor Amendment Approval
Contract Amendment approved by Carrie Torriente/000000067 (11/26/08 11:48:47)

Solicitation Information

Title:	Furniture – Products and Services	Type:	RFP

Description:
Furniture – Products and Services

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section:

A − Instructions.pdf

B − Scope of Work − Furniture Products &Services.pdf

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.

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 Submission, Due Date and Time

In accordance with the Uniform Instructions 3.1, offers in response to this solicitation shall be submitted within the State's eProcurement system, SPIRIT (www.spirit.az.gov). Offers shall be received before the date/time listed in the solicitation's 'Date To Close' field. Offers submitted outside SPIRIT, or those that are received on or after the date/time stated in the 'Date To Close' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the SPIRIT Help Desk (spirit@azdoa.gov or 602−542−7600).

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.

Special Terms and Conditions

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.

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.

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.

Contract

Solicitation # EPS070112−A2

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. Capacity of Offeror
2. Cost
3. Conformity to Scope and Specifications
4. Conformance with Terms and Conditions

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 # EPS070112–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 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 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 # EPS070112–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.	N/A
Federal Employer Identification No.	XXXXXXXXX

Location Information	
Supplier Number:	67
Company Name:	Facilitec, Inc.
Address:	4501 E. McDowell Rd. Phoenix, AZ 85008

Signature			
Name:	Paul Dudek	Date:	6/27/07 11:35:20
Title:	Director of Business Resources		
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 # EPS070112–A2

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0425–0020 0425–0020–0050	Desks and Tables, Metal Furniture, Office, general.		FP	0		$0.00	$0.00

Contract EPS070112-10-A2

Furniture - Products and Services

IN ACCORDANCE WITH A.R.S. 41-2501, ET SEQ, AND UNDER THE AUTHORITY OF THE STATE OF ARIZONA, DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT OFFICE DIVISION, HEREBY ESTABLISHES THE FOLLOWING ARIZONA STATE CONTRACT.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

Requisition Number:	**ADSM-72VJ6M**
Solicitation Number:	**EPS070112-A2**
Solicitation Title:	**Furniture, Products and Services**
Vendor Name:	**Facilitec, Inc.**
Proposal Number:	**ADSM-73UUZK**
Contract Number:	**EPS070112-10-A2**
Type:	**Statewide**
Status:	**Complete**
Contract Start Date:	**10/23/2007**
Contract End Date:	**10/22/2009**
Max Extensions:	**3 Years**
Procurement Officer:	**Doug Milford** **(602) 542-9121** **doug.milford@azdoa.gov**
Procurement Manager:	**James Scarboro**
Procurement Administrator:	**Jean Clark**

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

Table of Contents

Contract No.: EPS070112-10-A2
Vendor: Facilitec, Inc.

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

1. PURPOSE AND OBJECTIVE 4

1.1. Products and Services 4
1.2. Management 4

2. SPECIFICATIONS 4

2.1. Scope of Products and Services: 4
2.2. Desired Product Standards 4
2.3. Specific items included: 4
2.4. Items not included: 7

3. TERMS AND CONDITIONS 9

3.1. Definition of Terms 9
3.2. Contract Interpretation 9
3.3. Contract Administration and Operation 11
3.4. Costs and Payments 12
3.5. Contract Changes 13
3.6. Risk and Liability 15
3.7. Warranties 16
3.8. State's Contractual Remedies 18
3.9. Contract Claims 19
3.10. Arbitration 19

4. PRICING 20

4.1. Products 20
4.2. Services 24

5. KEY CONTACTS 25

5.1. Contract Contact 25
5.2. Account Manager 25
5.3. Tucson Area Contact 25
5.4. Customer Service and Support 25

6. SUBCONTRACTORS 26

7. APPENDIX A - ADOA BUILDING LOCATIONS AND RULES 27

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

1. Purpose and Objective

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes, to create a contract or contracts from which the State and its Cooperative members may acquire these Products and Services.

1.1. Products and Services

The State desires to create a contract or contracts to replace Contracts EPS050047, AD030038 and AD010202 and expand the products and services beyond just what was covered under said contracts. The State desires to establish manufacturer-based contracts rather than product-specific requirements, allowing for flexibility.

1.2. Management

The State intends to consider Value-Added-Reseller, distributor, as well as manufacturer-direct proposals and may award multiple manufacturer offerings to a successful Value-Added-Reseller and/or distributor. The State prefers to obtain vendors who represent multiple manufacturers as well as vendors who represent manufacturers that produce specialized products.

2. Specifications

2.1. Scope of Products and Services:

The Furniture Products and Services under this Contract include the actual manufacturer's product or service and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, integration, and implementation, design and configuration of the manufacturer's product or service. Offerors shall make available a complete family or line of business of a manufacturer's products at a "Percent Discount off MSRP."

2.2. Desired Product Standards

The State desires products as follows:

- Meet or exceed applicable American National Standards Institute (ANSI) standards
- Meet or exceed The Business and Institutional Furniture Manufacturer's Association (BIFMA) standards
- Support Leadership in Energy and Environmental Design (LEED) construction when applicable

2.3. Specific items included:

The following Furniture products and services are specifically <u>included</u> in this procurement are:

2.3.1. Products

Offeror shall include a guarantee from the product manufacturer that the basic panels and related components being used in the workstations shall be mechanically and esthetically compatible and available for reorder purposes for a minimum of ten (10) years. Offerors are strongly encouraged to offer product samples free of charge if requested by a customer.

- **Chairs/Seating**
  - Task
  - Executive
  - Guest
  - Ergonomic
  - Folding
  - Stackable
  - Training Room
  - Other
- **Desks (non-modular)**
  - Steel
  - Wood

(c) 2003 State of Arizona Department of Administration, State Procurement Office

- Laminate
- Reception
- Credenzas
- Organization Accessories
- Other

- **Tables**
  - Conference
  - Tactics/Training
  - Other
- **Modular Furniture/Panel Systems**
  - Demountable Walls
  - Systems Furniture
  - Fabric Panels
  - Organization Accessories
  - Lighting
  - Electrical connections and internal wiring
  - Other
- **Storage/Casegoods**
  - Steel Casegoods
  - Wood Casegoods
  - File Cabinets
  - Shelves
  - Cabinets
  - Book Case
  - Office Storage
  - Other
- **Lounge Seating**
  - Chairs
  - Couches
  - Other
- **Beds**
  - Mattresses
  - Frames
  - Other
- **Classroom Furniture**
  - Desks
  - Chairs
  - Tables
  - Podiums
  - Other

2.3.2. Services

Offerors shall be able to deliver products and services for State Agencies and Purchasing Cooperative Members. A timetable for delivery shall be provided by the Vendor. Installed delivery is defined as being completely assembled, delivered, and set up at the specific designated location stated within the ordering by the Customer, as well as removal of cardboard, packing and other waste, and may be charged at a rate not to exceed the installation hourly rate. Curbside or tailgate deliveries shall not be charged for any services. Any damage caused during install shall be repaired within two weeks of install. Any replacement parts needed shall be delivered within two weeks ARO. If furniture needs to be removed for repair or replacement, loaner furniture shall be provided. Offeror shall hold any product the State is unable to take if installation is postponed due to construction delays.

2.3.2.1. Design

Design services shall include the necessary coordination with using agency representatives, measuring, calculating, and creating a full set of blue prints. The using agency will be allowed one (1) major revision in the block planning stage and one (1) major revision in the final drawing stage. Changes outside the scope of this paragraph will be priced in accordance with the hourly price offered for additional design services within this Contract. If the using agency has design work done, but does not purchase the system, design work shall be reimbursed on the hourly rate.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

For the purpose of reconfiguration type projects, an hourly rate shall be applied for the payment of Design Services. The design fee shall include only actual time spent in re-designing of the workstations (s), time spent doing the CAD drawing(s) and any changes (one change in drawings included) made to the drawing(s) by the requesting agency authorized personnel. No other charges shall be acknowledged by the State for billing. A complete breakdown of the design fee charges shall be included with the invoice submitted to the requesting agency. Failure to submit detailed invoice for payment shall authorize the requesting agency to withhold payment until clarifications made.

The following procedure shall be followed when completing design services within the scope of work of the ensuing contract for any requesting agency.

1. Agency authorized personnel shall contact the contractor with the request to design, supply and install Furniture Systems.

2. Contractor shall respond to the initial call within 48 hours with setting up a planning meeting with the requesting agency and shall provide free consultation regarding the project.

3. Based on the data provided by the agency, contractor shall compile a tentative work schedule for the completion of the job that shall include an estimated budget, delivery time and total process time for the project.

4. Requesting agency shall then revise, make corrections if applicable, and approve the tentative work schedule so that contractor can start design work.

The using agency shall have the option to determine whether design service will be performed by the contractor, or in-house. If necessary design service is performed by agency's in-house staff, the contractor shall be paid only for installation drawing(s).

Design fee for installation drawing(s) shall be priced on two (2) separate line items as it relates to new installation and/or existing design services (reconfiguration type projects). It is the contractor's responsibility to verify the field measuring data and make revisions to the preliminary designs provided by the using agency's in-house staff, on which the installation drawing(s) will be based.

2.3.2.2. Installation – Specific to Arizona Department of Administrations
The Contractor shall comply with Appendix A – ADOA Building Location and Rules

2.3.2.3. Installation and on-site assembly
The Customer may determine if installation is to be performed by the Vendor or the Customer. If the Customer has the Vendor perform the installation, pricing for said installation is not to exceed the hourly installation price stated in this Contract. Vendor shall provide at no cost to the Customer all necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the furniture regardless of who is performing the actual installation. The Vendor is responsible for any damage to either the facility of installation or the furniture itself due to the Vendor's actions and shall repair or replace any damage. Installation shall include Delivery, Uncrating, Inspection, Assembly, Placement of Furniture, removal of packing and other waste, etc.

The using agency shall have the option to determine whether installation will be performed by the contractor or done in house or performed by a third party. Installation, when required, shall be started within two (2) weeks and be completed within a reasonable amount of time after delivery. Contractor shall be responsible for assuring the accuracy of all installations (i.e. adjoining worksurfaces shall be level, adjoining panels of the same height shall be level, all componentry shall be assembled properly, all ends shall abut), and for removing all debris caused by panel system installation. Contractor is responsible for any damage and shall restore property which may be disturbed in the execution of any work to its former condition.

In case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the purchasing agency. Loading time prior to arriving at the job site, preparation time or travel time to the job site shall not be included and will not be approved for payment by any eligible user entity. Loading time at the job site and, if applicable, travel time from the breakdown site to the reconfigure

(c) 2003 State of Arizona Department of Administration, State Procurement Office

site may be billable. All billable travel time shall not include any unnecessary delays or stops such as refueling, unnecessary detours, meals, etc. Also, the contractor shall be responsible for assuring that all punch list items be corrected within fourteen (14) days after completion of installation.

2.3.2.4. Installation - Modular Furniture

Furniture being installed that is modular in nature shall have the Vendor responsible for ensuring all panels and pieces are joined correctly and assembled properly according to design specifications. If the Vendor provided design specifications for a workspace that does not meet actual furniture placement or specifications, the Vendor shall correct such differences to the Customer's satisfaction. Examples of discrepancies include but are not limited to gaps, furniture misalignment, and non-level furniture both vertical and horizontal. The Vendor is responsible for ensuring design dimensions match the installation area dimensions to ensure proper fit.

2.3.2.5. Installation Cleanup

The Vendor shall remove all trash and recyclable material at the Vendors expense. The cleanup shall include cleaning floors and walls that were soiled due to furniture installation.

2.3.2.6. Training (General)

The contractor shall provide training to state personnel that will assure proper operation and utilization of the equipment supplied. All manuals necessary for the required training shall be furnished by the contractor with each equipment order. The contractor along with the product manufacturer, shall conduct training sessions for the State contract users. Topics of the training sessions shall include, but not be limited, to the following:

1. Product components
2. Design of workstations/reconfigurations
3. Installation procedures (assembly of an actual workstation)

Training sessions shall be offered on a regular basis in Phoenix and Tucson at a minimum. The first session shall be set-up within three (3) months from contract award. Offerors shall submit a detailed course outline with their proposal regarding the planned training classes.

2.3.2.7. Existing Office Systems Services

Charges for existing product dismantling and reassembly shall only be applicable when the movement of existing systems of the product manufacturer is involved. An hourly rate shall be provided on Offer Form 1 for existing product dismantling and reassembly for normal business hours (8:00 A.M. to 5:00 P.M., Monday through Friday) and for other than normal business hours.

Hourly charges for design services shall only be assessed when the redesign of existing systems of the product manufacturer is involved or per the Terms and Conditions, Design Services.

The using agency shall have the option to determine whether existing product design services or dismantling and reassembly will be performed by the contractor, performed in house, or performed by a third party.

2.3.2.8. Maintenance/repair

In cases where maintenance or repair must be performed off-site of the Customer or will require longer than 48 hours, the Vendor shall provide loaner furniture of like quality and nature until such time the maintenance or repair can be completed.

2.4. Items not included:

The following items specifically are <u>not included</u> in this procurement:

(c) 2003 State of Arizona Department of Administration, State Procurement Office

- Rented or leased products
- Sheets, blankets or other linen
- Paintings, pictures, false plants/trees or other décor not related to functional furniture
- Appliances and Electronic equipment except for modular furniture connections and internal wiring approved by the State
- Lighting except for modular furniture lighting
- Flooring including raised flooring
- Electrical connection between panel system and building power supply
- Lab furniture
- Window coverings: blinds, drapes, etc.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

3. Terms and Conditions

3.1. Definition of Terms

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

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

3.1.2. 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.

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

3.1.4. Contractor
any person who has a Contract with the State.

3.1.5. Days
calendar days unless otherwise specified

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

3.1.7. 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.

3.1.8. 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.

3.1.9. 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.

3.1.10. 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.

3.1.11. 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.

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

3.1.13. State Fiscal Year
the period beginning with July 1 and ending June 30,

3.2. Contract Interpretation

3.2.1. Arizona Law

(c) 2003 State of Arizona Department of Administration, State Procurement Office

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.

3.2.2. 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.

3.2.3. 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:

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.

3.2.4. Non-Exclusive Contract

The Contract is for the sole convenience of the State. State shall obtain like supplies and/or services from other sources and authorize off-contract purchases as it determines necessary. Such determinations shall be made at the discretion of the State or its authorized delegate. Off-contract authorization shall be granted as provided for under the Arizona Procurement Code.

3.2.5. 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.

3.2.6. 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.

3.2.7. 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.

3.2.8. 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.

3.2.9. 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.

3.2.10. 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.

3.2.11. Contract Website

The State encourages, but does not require, the Contractor to create a website specific to the Contract that easily identifies State prices for products.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

3.3. Contract Administration and Operation

3.3.1. Contract Term

The Term of the Contract is for two (2) years from Contract. By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months not to exceed a total aggregate of five (5) years.

3.3.2. Current Products

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, 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 (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3.3.3. Product Warehousing (if required)

The Vendor shall, if desired by the Customer, be responsible for storing purchased furniture or making arrangements to store purchased furniture by a third party at the expense of the State. Costs of such storage shall not exceed the storage costs detailed in the Contract. If required by the Customers, Vendor shall establish an off-site storage area to store items of the work until a project site is available for installation. The Vendor shall be responsible for any damage to furniture or loss of furniture until final receipt of the Customer at the site of final installation.

3.3.4. 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.

3.3.5. 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 project manager requesting the performance bond may set the bond value to any amount up to the value of the project or $500,000, whichever is less. The security shall be a pass thru charge and must be quoted separately with each task quote to offer the project manager an option to accept or decline. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security, if required by the project manager, 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.

3.3.6. 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.

3.3.7. 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.

3.3.8. 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.

3.3.9. 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.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

3.3.10. 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.

3.3.11. 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 six month period of the contract term.

3.3.12. User Manual
The contractor shall provide a user manual for Panel Systems that will describe the use, operation, care, cleaning and maintenance of the systems to any using agency or eligible political subdivision requesting one.

3.3.13. 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.

3.3.14. 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.

3.3.15. 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.

3.3.16. 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.

3.4. Costs and Payments

3.4.1. Quotes
All quotes shall be done free of charge.

3.4.2. 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.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

3.4.3. Delivery

Prices shall be F.O.B. destination to the delivery location designated herein. Product prices include curbside or tailgate delivery. 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.

All services related to delivery that are performed at the destination site may be charged at the installation hourly rate including unpacking, assembly, installation, and removal of cardboard and trash. Only hours spent at the Customer's site is allowed to be charged except as noted in this section.

Unless expressly allowed by the Customer, services at the Contractor's facility shall not be charged. However, if advantageous and expressly allowed by the Customer, services performed at the Contractor's facility may be charged at the installation rate. Hourly or other charges related to travel between the Contractor's facility and the Customer's facility shall not be charged for any reason.

3.4.4. 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).

3.4.5. Applicable Taxes

3.4.5.1. Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

3.4.5.2. 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.

3.4.5.3. 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.

3.4.5.4. 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.

3.4.6. 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.

3.4.7. 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:

- Accept a decrease in price offered by the contractor;
- Cancel the Contract
- Cancel the contract and re−solicit the requirements.

3.5. Contract Changes

3.5.1. Amendments

(c) 2003 State of Arizona Department of Administration, State Procurement Office

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.

3.5.2. 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.

3.5.3. 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.

3.5.4. Price Increase

The fixed portion of the contractor's product pricing shall be interpreted as the Percent Discount stated within the Contract, which would require an amendment to modify. The Contract shall allow changes in MSRP at any time during the Contract without prior approval from the State. All updated MSRP information must be readily available as an attachment, website that displays current MSRP pricing, or an alternative method approved by the State. If the State has evidence to believe that pricing has increased more than 10% in any given year or 20% aggregate from the inception of the Contract, the State may determine the Contract is no longer advantageous and cancel the Contract at that time.

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for two (2) years. 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 requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Written request by the contractor is required forty-five (45) days in advance of any desired price change.

3.5.5. 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 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.

3.5.6. Price Reductions (Temporary)

3.5.6.1. General

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 given that the price reduction is available to all Customers allowed to purchase under the Contract, except as otherwise specified within this Contract. Price reductions that are available only to certain Customers must be expressly allowed by the Procurement Officer to be valid under this Contract.

All promotional and volume discounts must be public, readily accessible and viewable to all Customers. All discounts must be available for a minimum of two (2) weeks. To obtain discount pricing, Customers must

(c) 2003 State of Arizona Department of Administration, State Procurement Office

submit a completed purchase order during the valid time-frame of the discount. Purchase orders submitted after the discount time-frame shall not be available for said discounts.

3.5.6.2. School Discounts

The Contractor may offer promotional or volume discounts specifically to schools. These discounts do not need to be extended to all Customers under the Contract. However, the discount shall be available to all schools during the time the promotional or volume discount is being offered.

3.6. Risk and Liability

3.6.1. 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 be transferred to the State at the time of receipt. Risk of loss for nonconforming tender transfers back to the Contractor for returns at the time the product is picked up at the Customer site.

3.6.2. Indemnification

3.6.2.1. 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.

3.6.2.2. 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.'

3.6.3. 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.

3.6.4. 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. 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.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 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) 2003 State of Arizona Department of Administration, State Procurement Office

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

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.

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.

3.6.5. 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.

3.7. Warranties

All work performed and all materials and equipment furnished under the contract, excluding seating upholstery, shall be guaranteed against defects in materials and workmanship for a minimum period of five (5) years from date of purchase or for the length of manufacturers' standard guarantee, whichever is greater. Upon notification of a defective product within the warranty period, the Vendor shall immediately replace or repair the defective product free of charge. The Vendor may provide a similar product of equal or greater value and quality as the replacement product upon acceptance of the substitute by the Customer.

During the term of the contract, the contractor shall act as the servicing agent of the manufacturer as it pertains to inspection of suspected warranty claims and exchange of failed or defective parts. Local manufacturer's representative shall be involved in the complaint resolution as well. Failure to do so may result in contract cancellation.

3.7.1. Liens

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

3.7.2. 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:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the materials are used;
- Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- Conform to the written promises or affirmations of fact made by the Contractor.

3.7.3. Defective Products

In case a repair or replacement of a chair under warranty becomes necessary, the contractor shall act as a servicing agent for the manufacturer to remedy the problem. All repair/replacement work shall be coordinated by the contractor or the manufacturer's local representative as applicable. All repair work must be completed within three (3) days of initial notification. All defective products or parts/components shall be replaced or exchanged by the contractor within seven (7) days of initial notification. The contractor shall provide loaner furniture until repair or replacement can be completed. All repair/replacement work shall be completed at no cost to the State.

Contractor shall repair or replace all defective items or installation in accordance with the following schedule:

(c) 2003 State of Arizona Department of Administration, State Procurement Office

A. Contractor shall look at the problem within 5 days of notification by agency.

B. If the defect can be repaired without ordering new parts, contractor shall make the necessary repairs within 14 days of initial notification by the agency.

C. If the contractor must order new parts to repair the defect, contractor shall make the necessary repairs within 21 days of initial notification by the agency. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor.

3.7.4. 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.

3.7.5. 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.

3.7.6. Year 2000

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.

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.

3.7.7. 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.

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

3.7.8.1. 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.

3.7.8.2. 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.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

3.8. State's Contractual Remedies

3.8.1. 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.

3.8.2. Stop Work Order

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.

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.

3.8.3. Non−exclusive Remedies

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

3.8.4. 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.

3.8.5. 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.

3.8.6. Contract Termination

3.8.6.1. 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.

3.8.6.2. 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.

3.8.6.3. Suspension or Debarment

(c) 2003 State of Arizona Department of Administration, State Procurement Office

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.

3.8.6.4. 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.

3.8.6.5. Termination for Default

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.

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.

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.

3.8.6.6. 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.

3.9. 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.

3.10. 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).

(c) 2003 State of Arizona Department of Administration, State Procurement Office

4. Pricing

4.1. Products

MSRP Website: http://www.facilitec-inc.com/State of Arizona/
User: StateofAZ
Password: Summer07

4.1.1. Haworth

Manufacturer Defined Categories or Product Lines		
	% Discount off List: Product	**% Discount off List: Product + Design Service**
Standard Lead Time		
UniGroup® NW/WT *PLACES® NW/WT* *UniGroup Too* *Adaptable Components* *PLACES® FW*	$1-$884,016=71.79% $884,017-$2,062,706=75.82$ $2,062,707 or More = 80.3%	*$1-$884,016=70.79%* *$884,017-$2,062,706=74.82%* *$2,062,707 or More= 79.3%*
Rush Lead Time		
UniGroup® NW/WT *PLACES® NW/WT* *UniGroup Too* *Adaptable Components* *PLACES® FW*	*$1- $282,885=64.74%* *$282,886 or More= Negotiable*	*$1- $282,885 =63.74%* *$282,886 or More= Negotiable*
Standard Lead Time		
Vancouver™ Panel Hung *950 Series Files,* *PLACES®* *Freestanding Steel* *if® Personal Storage Towers* *if® Lateral Files*	*$1-$1,456,030=65.75%* *$1,456,031 or More= Negotiable*	*$1-$1,456,030=64.75%* *$1,456,031 or More= Negotiable*
Rush Lead Time		
Vancouver™ Panel Hung *950 Series Files,* *PLACES®* *Freestanding Steel* *if® Personal Storage Towers* *if® Lateral Files*	*$1-$148,515=59.79%* *$148,516 or More=Negotiable*	*$1-$148,515=58.70%* *$148,516 or More=Negotiable*
Standard Lead Time		
RACE®	*$1-$928,217=67.76%* *$928,218-$1,650,165=69.78* *$1,650,166 or More= Negotiable*	*$1-$928,217=66.76%* *$928,218-$1,650,165=68.78%* *$1,650,166 or More= Negotiable*
Standard Lead Time		
Accolade®/Comforto® 28 NW	*$1-$28,571=64.74%* *$28,572-$142,857=65.44%*	*$1-$28,571=63.74%* *$28,572-$142,857=64.44%*

(c) 2003 State of Arizona Department of Administration, State Procurement Office

Monaco®/System 58 *System 28 Wood*	*$142,858-$228,571=65.78%* *$228,572-$371,428=66.09%* *$371,429-$571,428=66.48%* *$571,429 or More= Negotiable*	*$142,858-$228,571=64.78%* *$228,572-$371,428=65.09%* *$371,429-$571,428=65.48%* *$571,429 or More= Negotiable*
Rush Lead Time		
Accolade®/Comforto® 28 NW *Monaco®/System 58* *System 28 Wood*	*$1-$257,201=61.22%* *$257,202 or More= Negotiable*	*$1-$257,201=60.22%* *$257,202 or More= Negotiable*
Standard Lead Time		
Improv®, System12, *Tag™* *Look*	*$1-$26,315=61.72%* *$26,316-$130,208=62.08%* *$130,209-$208,333=62.46%* *$208,334-$338,542=62.84%* *$338,543-$520,833=63.23%* *$520,833 or More= Negotiable*	*$1-$26,315=60.72%* *$26,316-$130,208=61.08%* *$130,209-$208,333=61.46%* *$208,334-$338,542=61.84%* *$338,543-$520,833=62.23%* *$520,833 or More= Negotiable*
Rush Lead Time		
Improv®, System12, *Tag™* *Look*	*$1-$238,549=58.18%* *$238,550 or More= Negotiable*	*$1-$238,549=57.18%* *$238,550 or More= Negotiable*
Standard Lead Time		
Entropy™, Profile, *Series K™* *800 Series, Ascent™,* *Berlin™, Composites™,* *Dendhur™, Essex™,* *Eton™, Europa™,* *Forenze™, Galerie™,* *Hello™, Katia™,* *Laura™, Maria™,* *October™, Prescott™,* *Tally™, Tuscany™,* *Tuxedo™, ToDo®,* *Cassis, Richmond™* *Varia™* *Orlando™, Tripoli™* *Vancouver™,* *Freestanding* *York* *Masters*	*$1-$111,235=55.16%* *$111,236-$175,824=55.52%* *$175,825-$285,715=55.97%* *$285, 716-$686,815=56.43%* *$686,816 or More= Negotiable*	*$1-$111,235=54.16%* *$111,236-$175, 824=54.52%* *$175,825-$285,715=54.97%* *$285, 716-$686,815=55.43%* *$686,816 or More= Negotiable*
Rush Lead Time		
Entropy™, Profile, *Series K™* *800 Series, Ascent™,* *Berlin™, Composites™,* *Dendhur™, Essex™,* *Eton™, Europa™,* *Forenze™, Galerie™,* *Hello™, Katia™,* *Laura™, Maria™,* *October™, Prescott™,* *Tally™, Tuscany™,* *Tuxedo™, ToDo®,* *Cassis, Richmond™*	*$1-$180,018=44.59%* *$180,109 or More= Negotiable*	*$1-$180,018=43.59%* *$180,109 or More= Negotiable*

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

Varia™ Orlando™, Tripoli™ Vancouver™, Freestanding York Masters		
Standard Lead Time		
Tactics® Kinetics®, Tempo, Zooey Chu PLACES®Wood Casegoods and Freestanding Units	*1-$37,879=60.50% $37,880-$63,776=60.90% $63,777-$90,206=61.30% $90,207-$130,208=61.70% $130,209- $263,157=62.10% $263,158-$398,936=62.49% $398,937 or More= Negotiable*	*$1-$37,879=59.50% $37,880-$63,776=59.90% $63,777-$90,20=60.30%6 $90,207-$130,208=60.70% $130,209- $263,157=61.10% $263,158-$398,936=61.49% $398,937 or More= Negotiable*
Rush Lead Time		
Tactics® Kinetics®, Tempo, Zooey Chu PLACES®Wood Casegoods and Freestanding Units	*$1-$231,588=56.93% $231,589 or More= Negotiable*	*$1-$231,588=55.93% $231,589 or More= Negotiable*
Standard Lead Time		
Compose PREMISE® NW/WT Moxie™ if®	*$1-$727,214=69.14% $727,215-$1,772,421=71.86% $1,772,422 or More= Negotiable*	*$1-$727,214=68.14% $727,215-$1,772,421=70.86% $1,772,422 or More= Negotiable*
Rush Lead Time		
Compose PREMISE® NW/WT Moxie™ if®	*1-$164, 834=57.35% $164,835 or More= Negotiable*	*$1-$164, 834=56.35% $164,835 or More= Negotiable*
Standard Lead Time		
Premise Sit-to-Stand PREMISE Casegoods NW/WT Moxie™ FS Storage X Series™ Files and Pedestals V Series™ Files and Pedestals	*$1-$1,408,848=64.60% $1,408,849 or More= Negotiable*	*$1-$1,408,848=63.60% $1,408,849 or More= Negotiable*
Rush Lead Time		
Premise Sit-to-Stand PREMISE Casegoods NW/WT Moxie™ FS Storage X Series™ Files and Pedestals V Series™ Files and Pedestals	*$1-$440,072=61.47% $440,073 or More= Negotiable*	*$1-$440,072=60.47% $440,073 or More= Negotiable*
Standard Lead Time		

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

Jump®Stuff Boogie® Board	*$1-$100,000=40.15%* *$100,001-$500,000=46.63%* *$500,001 or More= Negotiable*	*$1-$100,000=39.15* *$100,001-$500,000=45.63%* *$500,001 or More= Negotiable*
Rush Lead Time		
Jump®Stuff Boogie® Board	*$1-$100,000=40%* *$100,001 or More= Negotiable*	*$1-$100,000=39%* *$100,001 or More= Negotiable*
Standard Lead Time		
X99®	*$1-$300,000=61.70%* *$300,001 or More= Negotiable*	*$1-$300,000=60.70%* *$300,001 or More= Negotiable*
Rush Lead Time		
X99®	*$1-$125,000=60.00%* *$125,001 or More= Negotiable*	*$1-$125,000=59.00%* *$125,001 or More= Negotiable*
Standard Lead Time		
Zody	*$1-$100,000=57.50%* *$100,001-$171,053=62%* *$171,054 or More= Negotiable*	*$1-$100,000=56.5%* *$100,001-$171,053=61%* *$171,054 or More= Negotiable*
Rush Lead Time		
Zody	*$1-$100,000=54%* *$100,001 or more= Negotiable*	*$1-$100,000=53%* *$100,001 or more= Negotiable*
Standard Lead Time		
LEGS	*$1-$467,010=61.46%* *$467,011 or More= Negotiable*	*$1-$467,010=60.46%* *$467,011 or More= Negotiable*
Standard Lead Time		
LifeSPACE Modular Demountable Walls	*$1-250,000=44.6%* *$250,001 or More= Negotiable*	*$1-250,000=44.6%* *$250,001 or More= Negotiable*
Standard Lead Time		
Refreshment Centers	*$1-$169,808=41.28%* *$169,809 or More= Negotiable*	*$1-$169,808=40.28%* *$169,809 or More= Negotiable*

Rush Lead time is 10 working days.

4.1.2. Rosemount

Manufacturer Defined Categories or Product Lines		
	% Discount off List: Product	**% Discount off List: Product + Design Service**
CELERITY® SYSTEM	*55%*	*54%*
EVA 360® SYSTEM	*55%*	*54%*
VELOCITY® SYSTEM	*55%*	*54%*
EVA	*55%*	*54%*

(c) 2003 State of Arizona Department of Administration, State Procurement Office

4.2. Services

Hourly Services – Normal Business Hours		
	Urban $/hr	**Rural $/hr**
Design	*50.00 $/hr*	*60.00 $/hr*
Installation	*31.00 $/hr*	*38.00 $/hr*
Training	*35.00 $/hr*	*42.00$/hr*
Existing System Dismantling	*31.00 $/hr*	*38.00 $/hr*
Maintenance	*36.00 $/hr*	*43.00 $/hr*
Repair	*36.00 $/hr*	*43.00 $/hr*

8:00 A.M. to 5:00 P.M., Monday through Friday

Hourly Services – Other Than Normal Business Hours		
	Urban $/hr	**Rural $/hr**
Design	*55.00 $/hr*	*65.00 $/hr*
Installation	*41.00$/hr*	*47.00 $/hr*
Training	*45.00$/hr*	*51.00 $/hr*
Existing System Dismantling	*41.00 $/hr*	*47.00$/hr*
Maintenance	*46.00 $/hr*	*52.00 $/hr*
Repair	*46.00 $/hr*	*52.00 $/hr*

State recognized Holidays, weekends and any time not during normal business hours

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

5. Key Contacts

5.1. Contract Contact

Name:	Carrie Torriente
Telephone No.	602-275-0101 ext. 257
E-Mail:	CTorriente@Facilitec-inc.om
Mailing Address:	4501 East McDowell Road
City:	Phoenix
State: Arizona	Zip: 85008
Contract Responsibility:	Primary information Contact

5.2. Account Manager

Name:	Francine Zagorin
Telephone No.:	602-275-0101 # 232
E-Mail:	FZagorin@Facilitec-inc.com
Mailing Address: :	4501 East McDowell Road
City:	Phoenix
State: Arizona	Zip: 85008
Contract Responsibility:	Account Manager

5.3. Tucson Area Contact

Name:	Jim Cain
Telephone No.: :	4501 East McDowell Road
E-Mail:	JCain@Facilitec-inc.com
Mailing Address:	305 South Euclid Ave. Suite 107
City:	Tucson
State: Arizona	Zip: 85719
Contract Responsibility:	Tucson Area Contact

5.4. Customer Service and Support

Name:	Mary Smith
Telephone No.:	602-275-0101 # 256
E-Mail:	MSmith@Facilitec-inc.com
Mailing Address:	4501 East McDowell Road
City:	Phoenix
State: Arizona	Zip: 85008
Contract Responsibility:	Customer Service and Support

(c) 2003 State of Arizona Department of Administration, State Procurement Office

6. Subcontractors

Facilitec utilizes it own in-house certified installation crew on critical aspects of every install. There are times when we use temporary help to assist in some of the less technical aspects of installations such as truck unloading or trash removal.

(c) 2003 State of Arizona Department of Administration, State Procurement Office

7. Appendix A - ADOA BUILDING LOCATIONS AND RULES

Listed below please find buildings owned and managed by Arizona Department of Administration (ADOA). Any work done in these buildings **MUST** be requested and approved only through the Building and Planning Services Section or Construction Services Section of the General Services Division. **This is required by State Statute.**

Should contractors provide any work under this contract without having first received approval through ADOA Building and Planning Services Section or Construction Services Section of the General Services Division, the contract may be terminated immediately without penalty to ADOA.

Name of Building	Address
ADOA PLTO Building	100 N. 15th Avenue
Adams overflow parking lot	101 N. 12th Avenue
ADEQ PLTO Garage & Offices	1010 W. Washington
Vacant Lot	11 S. 10th Avenue
Legislative Services (Evans House)	1100 W. Washington
Hall of Fame Museum Parking lot	1100P W. Jefferson
Hall of Fame Museum	1101 W. Washington
ADEQ PLTO Building	1110 W. Washington
Vacant Lot	1119 W. Jefferson
Corporation Commission	1200 W. Washington
1200 Mechanical Bldg.	1200M. W. Washington
Corporation Commission	1200P W. Washington
1200 overflow parking lot	1218P W. Adams
Attorney General	1275 W. Washington
Attorney General Parking Lot	1275P W. Washington
State Parks	1300 W. Washington
1300 Parking Lot	1300P W. Washington
C-1 Parking Lot (Executive Tower)	130P 18th Avenue
Secretary of State	14 N. 18th Avenue
Boards and Commissions	1400 W. Washington
1300/400 Mechanical Bldg	1400M W. Washington
1400 Parking Lot	1400P W. Washington
1400/1300 overflow parking lot	1418P. W. Adams
Attorney General	15 S. 15th Avenue
ADHS PLTO Bldg	150 N. 18th Avenue
Courts	1501 W. Washington
Mines and Mineral Museum	1502 W. Washington
Courts Visitor Parking Lot	1502P W. Jefferson
ADHS PLTO Garage	151 N. 18th Avenue
Data Center	1510 W. Adams
1510/1520 Generator Bldg.	1510E W. Adams.
1510/1520 Mechanical Bldg.	1510M W. Adams

(c) 2003 State of Arizona Department of Administration, State Procurement Office

Name of Building	Address
Data Lab Parking Lot	1510P W. Adams
Health Laboratory	1520 W. Adams
Motor Pool Gas Canopy	1522 W. Jackson
Motor Pool Bldg	1522 W. Jackson
Motor Pool Carwash	1522 W. Jackson
Motor Pool Parking Lot	1522P W. Jackson
Education	1535 W. Jefferson
15th Ave Garage	1535G W. Jefferson
Education Parking Lot	1535P W. Jefferson
Surplus Property Facility	1537 W. Jackson
Surplus Storage Canopy	1537C W. Jackson
Surplus Property Parking Lot	1537P. W. Jackson
Surplus Property Storage Lot	1537S W. Jackson
Capital Center Garage	15G S. 15th Avenue
Capital Center Parking Lot	15P S. 15th Avenue
Revenue	1600 W. Monroe
Wesley Bolin Memorial Park	1600 W. Washington
Bolin Plaza Fountain & Pump Building	1600 W. Washington
Bolin Plaza Electrical Building	1600 E. W. Washington
Revenue Garage	1600G. W. Monroe
Revenue Outside Parking Lot	1600P Monroe
Bolin Parking Lot	1600P W. Washington
Corrections	1601 W. Jefferson
1601 Mechanical Bldg	1601M W. Jefferson
Corrections Parking Lot	1601P W. Jefferson
State Land	1616 W. Adams
1616 W. Adams Carport	1616P W. Adams
State Land Parking Lot	1616P W. Adams
Juvenille Corrections	1624 W. Adams
East/West Annex Parking Lot	1624P W. Adams
Arizona Anchor Site	1625 W. Adams
Corrections	1645 W. Jefferson
Parking Lot	1645P W. Jefferson
ADOT Central Warehouse	1655 W. Jackson
Agriculture	1688 W. Adams
Senate Parking Lot	1700SP W. Washington
Executive Tower	1700T W. Washington
State Health Laboratory	250 N. 17th Avenue
Revenue Overflow parking lot	1701P W. VanBuren
Joint Legislative Budget Office	1716 W. Adams
JLBC Parking Lot	1716P W. Washington
DES Headquarters	1717 W. Jefferson
DES Data Center	1720 W. Madison
ADOT Purchasing	1739 W. Jackson
Health Services	1740 W. Adams

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

Health Services Mechanical Bldg.	1740M W. Adams

Name of Building	**Address**
Executive Tower North Deck Parking Lot	1759P W. Adams
Economic Security	1789 W. Jefferson
DES West Garage	1789G W. Jefferson
C-3 Parking Lot	1801 W. Adams
MVD Office	1801 W. Jefferson
ADOA Facilities Support Center	1801 W. Madison
ADOA Facilities Support Center parking lot	1801P W. Madison
ADOA Facilities Support Center Parking Canopy	1801 PC W. Madison
Print Shop	1802 W. Jackson
Print Shop Parking Lot	1802P W. Jackson
GSD North, Foam Grounds	1805 W. Madison
General Services Parking Lot	1805P W. Madison
Power Authority Admin	1810 W. Adams
DHS Vital Records	1818 W. Adams
1818 W. Adams Parking Lot	1818P W. Adams
Corrections	1831 W. Jefferson
1831 W. Jefferson Parking Lot	1831P W. Jefferson
GSD Facilities Operations	1840 W. Jackson
GSD Facilities Operations Parking Canopy	1840C W. Jackson
GSD Facilities Operations Parking Lot	1840P W. Jackson
K Lot, Executive Tower	1840P W. Jefferson
GSD Office/TI Office	1850 W. Jackson
Pesticide Storage	1850 S W Jackson
Records Retention	1919 W. Jefferson
Records Retention Parking Lot	1919P W. Jefferson
Child Development Center	1937 W. Jefferson
Capital Police EOC	1937 D W. Jefferson
Wayland Complex, Bldg E	1937E W. Jefferson
Child Development Center Parking Lot	1937P W. Jefferson
CDC/Records Retension Parking Lot	1937P W. Jefferson
Former Jackson School Lot	1981 W. Madison
ADOT Engineering	205 S. 17th Avenue
ADOT Administration	206 S. 17th Avenue
Agricultural Lab Building	2422 W. Holly
Agricultural Lab Parking Lot	2422P W. Holly
AG Lab Trailer #1	2422T1 W. Holly
AG Lab Trailer #2	2422T2 W. Holly
State Offices Insurance, Real Estate Sun States	2910 N. 44th Street
Sunstate Garage	2910G N. 44th Street
2910 N. 44th Street Parking Lot	2910P N. 44th
Black Canyon Office Building	3815 N. Black Canyon
Black Canyon Parking Lot	3815P N. Black Canyon
Black Canyon S. Parking Canopy	3815PC1 N. Black Canyon
Black Canyon N. parking canopy	3815PC2 N. Black Canyon

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

Black Canyon NE parking canopy	3815PC3 N. Black Canyon
Black Canyon NW parking canopy	3815PC4 N. Black Canyon
Health Services Parking Lot	1740P. W. Adams
Name of Building	**Address**
Tucson Office Building (1991) North	400 W. Congress
Tucson Parking Structure	400G W. Congress
Tucson Parking Lot	400P W. Congress
Tucson Office Building (south)	402 W. Congress
Tucson Office Building (west)	416 W. Congress
Tucson Mechanical Building	416M W. Congress
Arts Commission	417 W. Roosevelt
Arts Commission Parking Lot	417P W. Roosevelt
Economic Security	519 E. Beale Street
Beal St. Parking lot (Kingman)	519 E. Beale St.
Vacant Lot	710 W. Jefferson
Industrial Commission	800 W. Washington
Industrial Commission	800GW. Washington
Vacant Lot	817 W. Washington
Executive Parking Lot (C-2)	8P S. 18th Avenue
Doubletree office Building B	9535 E. Doubletree Ranch Rd.
Doubletree office Building C	9535 E. Doubletree Ranch Rd.
Doubletree Parking Lot	9535 E. Doubletree Ranch Rd.

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

EXHIBIT B
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FACILITEC, INC.

[Proposal]

See following pages.

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			QPM# 6364-10431 POLICE DEPT. - REVISED LEAD TIME: 4-6- WEEKS TAG:35/58893		
1	1.00	4-12048RT LC2 EY QW	FIRST OFFICE 120X48 RECTANGULAR CONFERENCE TOP PULSE LIGHT CHERRY SQUARE CUTOUT OVER 2ND BASE Tagging: B102	655.00	655.00
2	1.00	F-PS-2	FIRST OFFICE 8-1/2HX4-1/8W BLACK POWER SUPPLY - 3 ELECTRICAL OUTLETS	138.50	138.50
3	1.00	4-20CB LC2	FIRST OFFICE 20" DIAMETER LAMINATE CYLINDER BASE PULSE LIGHT CHERRY Tagging: B102	400.00	400.00
4	2.00	4-21PB LC2	FIRST OFFICE 21X2-1/16X28-3/4 PANEL BASE PULSE LIGHT CHERRY Tagging: B102	109.50	219.00
5	10.00	M271-2941 ( ) ,VY- JCL ,TR- 00F	HAWORTH H.E. XL,PNEU,HA TARM,VNL CAP,W/BACK LOCK STANDARD VERSION CHR FAB - ARCHITEX SPOONFUL LICORICE SURFACE 2 BLACK Tagging: B102	770.56	7,705.60

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	36.00	FABRIC	FACILITEC, INC. ARCHITEX SPOONFUL LICORICE	29.33	1,055.88
7	1.00	4TTC-2460-V4S00G (V4S00G) ,0H- 034 ,TR- 00J ,TR- 00J	HAWORTH TABLE,T BASE,RECTANGULAR 24"D X 60"W PVC EDG,29"H,STAT,GNG LAMINATE BEIGE SURFACE 2 GRAPHITE SURFACE 3 GRAPHITE Tagging: B104	320.74	320.74
8	1.00	JFWA-36	HAWORTH X SERIES,CONTERWEIGHT,36" FILE Tagging: B104	41.06	41.06
9	5.00	JFWA-42	HAWORTH X SERIES,CONTERWEIGHT,42" FILE Tagging: B104	52.39	261.95
10	1.00	JLPS-0536-S3 (S3) ,TR- 00J ,LR- 0BP	HAWORTH X SERIES,LF,5X36,PTD FRT,SWG DRS,1 LOCK PTD FRT,TAPER PULL,SWG DRS SURFACE 1 GRAPHITE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE) Tagging: B104	672.25	672.25
11	5.00	JLPS-0542-S3 (S3) ,TR- 00J ,LR-	HAWORTH X SERIES,LF,5X42,PTD FRT,SWG DRS,1 LOCK PTD FRT,TAPER PULL,SWG DRS SURFACE 1 GRAPHITE LOCK PLUG & RING COLORS	764.29	3,821.45

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		0BP	CHROME (BRIGHT NICKEL PLATE) Tagging: B104		
12	2.00	JBCS-0542 ,TR- 00J	HAWORTH X SERIES,BOOKCASE,5X42 SURFACE 1 GRAPHITE Tagging: B104	322.14	644.28
13	2.00	4265ND1	THE MAYLINE COMPANY - OFUSA MAYLINE MAIL SORTER 16"D X 42"W, BEIGE Tagging: MLN	1,094.16	2,188.32
14	3.00	E2BN-462-B (B) ,TR- 00J ,TR- 00J	HAWORTH MONO PANEL CORE-NO SURF OPTION,SQ TOP CAP,NO-PWR,48"W X 64"H POWER BASE SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE Tagging: F_CORE B108	142.74	428.22
15	3.00	E2JF-430 ,C1- 0AH	HAWORTH SINGLE BASE INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 32"H STRIAE, GRADE A ELEMENT Tagging: 64NAO3 B108	34.42	103.26
16	3.00	E2JF-462 ,C1- 0AH	HAWORTH SINGLE BASE INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 64"H STRIAE, GRADE A ELEMENT Tagging: 64NAI7 B108	56.42	169.26

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
17	3.00	E2TF-416 ,C2-0AD ,TR-00J	HAWORTH SINGLE UPPER INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 16"H LANDSCAPE, GRADE B ESTATE SURFACE 2 GRAPHITE Tagging: 64NAO5 B108	31.03	93.09
18	3.00	E2TF-416 ,C1-0AH ,TR-00J	HAWORTH SINGLE UPPER INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 16"H STRIAE, GRADE A ELEMENT SURFACE 2 GRAPHITE Tagging: 64NAO7 B108	25.67	77.01
19	7.00	E2BP-462-B (B) ,TR-00J ,TR-00J	HAWORTH MONO PANEL CORE-NO SURF OPTION,SQ TOP CAP,W/PWR,48"W X 64"H POWER BASE SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE Tagging: F_CORE B108	186.47	1,305.29
20	7.00	E2JF-462 ,C1-0AH	HAWORTH SINGLE BASE INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 64"H STRIAE, GRADE A ELEMENT Tagging: 64PAI7 B108	56.42	394.94

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
21	7.00	E2JF-430 ,C1- 0AH	HAWORTH SINGLE BASE INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 32"H STRIAE, GRADE A ELEMENT Tagging: 64PAO3 B108	34.42	240.94
22	7.00	E2TF-416 ,C1- 0AH ,TR- 00J	HAWORTH SINGLE UPPER INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 16"H STRIAE, GRADE A ELEMENT SURFACE 2 GRAPHITE Tagging: 64PAO5 B108	25.67	179.69
23	7.00	E2TF-416 ,C2- 0AD ,TR- 00J	HAWORTH SINGLE UPPER INSERT-FOR MONO PANEL CORE,FABRIC,48"W X 16"H LANDSCAPE, GRADE B ESTATE SURFACE 2 GRAPHITE Tagging: 64PAO7 B108	31.03	217.21
24	6.00	E2MN-362-B (B) ,C1- 0AH ,C1- 0AH ,TR- 00J ,TR- 00J	HAWORTH MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 64"H POWER BASE STRIAE, GRADE A ELEMENT STRIAE, GRADE A ELEMENT SURFACE 3 GRAPHITE SURFACE 4 GRAPHITE	175.47	1,052.82

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			Tagging: B108		
25	6.00	E2MN-462-B	HAWORTH MONO PANEL,SQ TOP CAP,NO-POWER,48"W X 64"H	198.32	1,189.92
		(B)	POWER BASE		
		,C1-	STRIAE, GRADE A		
		0AH	ELEMENT		
		,C1-	STRIAE, GRADE A		
		0AH	ELEMENT		
		,TR-	SURFACE 3		
		00J	GRAPHITE		
		,TR-	SURFACE 4		
		00J	GRAPHITE		
			Tagging: B108		
26	3.00	E2MP-462-B	HAWORTH MONO PANEL,SQ TOP CAP,W/POWER,48"W X 64"H	242.04	726.12
		(B)	POWER BASE		
		,C1-	STRIAE, GRADE A		
		0AH	ELEMENT		
		,C1-	STRIAE, GRADE A		
		0AH	ELEMENT		
		,TR-	SURFACE 3		
		00J	GRAPHITE		
		,TR-	SURFACE 4		
		00J	GRAPHITE		
			Tagging: B108		
27	8.00	E2PC-62	HAWORTH 90DEG FINISH POST,PAINTED,64"H	23.70	189.60
		( )	STANDARD VERSION		
		,TR-	SURFACE 1		
		00J	GRAPHITE		

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		,TR- 00J ,TR- 00J	SURFACE 2 GRAPHITE SURFACE 3 GRAPHITE Tagging: B108		
28	2.00	E2PS-62 ( ) ,TR- 00J ,TR- 00J ,TR- 00J	HAWORTH 180DEG FINISH POST,PAINTED,64"H FULL-HEIGHT SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE SURFACE 3 GRAPHITE Tagging: B108	20.31	40.62
29	1.00	BFM-1-B (B)	HAWORTH BASE FEED MODULE,HARDWIRE POWER BASE Tagging: B108	51.06	51.06
30	2.00	PRD-3-B (B) ,TR- 00J	HAWORTH DUPLEX RECEPTACLES (BOX OF 6) POWER BASE SURFACE 1 GRAPHITE Tagging: B108	36.67	73.34
31	6.00	WT-72 ,TR- 00J ,TR- 00J	HAWORTH WALL TRACK 72" SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE Tagging: B108	36.11	216.66

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
32	6.00	WMK-62 ,TR- 00J	HAWORTH WALL MOUNT KIT 64" SURFACE 1 GRAPHITE Tagging: B108	29.90	179.40
33	12.00	HTB-4816 ( ) ,C2- 0AD	HAWORTH TACKBOARD 48" X 16" FOR ACOUSTICAL PANEL LANDSCAPE, GRADE B ESTATE Tagging: B108	60.09	721.08
34	6.00	JPAH-24-S3 (S3) ,TR- 00J ,LR- 0BP	HAWORTH X SERIES,PEDESTAL,ATTACHED,BOX/BOX/FILE 24"D,1 LOCK PTD FRT,TAPER PULL SURFACE 1 GRAPHITE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE) Tagging: B108	211.69	1,270.14
35	6.00	JPAJ-24-S3 (S3) ,TR- 00J ,LR- 0BP	HAWORTH X SERIES,PEDESTAL,ATTACHED,FILE/FILE 24"D,1 LOCK PTD FRT,TAPER PULL SURFACE 1 GRAPHITE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE) Tagging: B108	192.22	1,153.32
36	12.00	LUTS-0042-19UE (19UEP)	HAWORTH TASK LIGHT,ADAPTABLE 42" WIDE 9FT CORD,UNDR CAB,PRSMTIC LENS Tagging: B108	63.19	758.28

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
37	6.00	M231-1941	HAWORTH MB H.E.,PNEU,HA,TASK,W/VNL,HARD CSTRS,STL BASE	371.70	2,230.20
		( )	STANDARD VERSION		
		(1)	FABRIC SURFACE 1		
		,7D	CHR FAB - LUNA STARS		
		AHA	MELAMINE		
		,TR-	SURFACE 2		
		00F	BLACK		
			Tagging: B108		
38	10.00	FABRIC	FACILITEC, INC. LUNA STARS MELAMINE	44.00	440.00
39	6.00	SOLUTION 4	ESI ERGONOMIC SOLUTIONS, L.L.C -OFUSA SOLUTION 4 KEYBOARD TRAY Tagging: ESI	199.02	1,194.12
40	12.00	UEFS-1648-PML	HAWORTH UPPER STORAGE,UNIGROUP,FD STD MT,SQUARE DOOR 48"	165.87	1,990.44
		(PML)	PAINTED DOOR,ON-MOD,LOCKING		
		,TR-	SURFACE 1		
		00J	GRAPHITE		
		,TR-	SURFACE 2		
		00J	GRAPHITE		
		,LR-	LOCK PLUG & RING COLORS		
		0BP	CHROME (BRIGHT NICKEL PLATE)		
			Tagging: B108		
41	6.00	WUCR-4848-LTSAN44	HAWORTH CORNER,90DEG WRAP-AROUND WORKSURFACE 48 X 48	140.20	841.20
		(LTSAN44)	LAM,T-MOLD,STD,WRWY,NHND,24,24		
		,0H-	LAMINATE		
		0AD	CHERRY		
		,HP-	LAMINATE/T-MOLD/EDGEBAND		

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		03J	GRAPHITE Tagging: B108		
42	12.00	WURA-2448-LTSA (LTSA) ,0H- 0AD ,HP- 03J	HAWORTH RECT WORKSURFACE 24D X 48W LAM,T-MOLD,STD CORE,W/WIREWAY LAMINATE CHERRY LAMINATE/T-MOLD/EDGEBAND GRAPHITE Tagging: B108	86.60	1,039.20
43	6.00	ZEBA-0000-PL (PL)	HAWORTH BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES PAINTED,LEFT HAND Tagging: B108	4.23	25.38
44	6.00	ZEBA-0000-PR (PR)	HAWORTH BRACKET,SIDE,FOR UNIGROUP/TOO/PLACES PAINTED,RIGHT HAND Tagging: B108	4.23	25.38
45	12.00	ZEBD-1600-PP (PP)	HAWORTH CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD,16.5"D PAINTED,PAIR Tagging: B108	22.57	270.84
46	6.00	ZEBR-0000-PN (PN)	HAWORTH BRACKET,UNIGROUP/TOO/PLACES,REAR-CORNER PAINTED,NON-HANDED Tagging: B108	4.23	25.38
47	6.00	LSET-4	HAWORTH STANDARD LOCK PLUG & KEY LOCK SET (QTY 4)	0.00	0.00

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		,LX- 0BP	LOCK COLOR CHROME Tagging: B108		
48	5.00	WMK-46 ,TR- 00J	HAWORTH WALL MOUNT KIT 48" SURFACE 1 GRAPHITE Tagging: B110	23.13	115.65
49	2.00	E2EC-1 ,TR- 00J	HAWORTH UNIGROUP TOO TOP CAP END PLUG SURFACE 1 GRAPHITE	4.51	9.02
50	1.00	EC-10-B (B) ,TR- 00J	HAWORTH END CAP POWER BASE SURFACE 1 GRAPHITE	5.36	5.36
51	5.00	E2MN-346-B (B) ,C1- 0AH ,C1- 0AH ,TR- 00J ,TR- 00J	HAWORTH MONO PANEL,SQ TOP CAP,NO-POWER,36"W X 48"H POWER BASE STRIAE, GRADE A ELEMENT STRIAE, GRADE A ELEMENT SURFACE 3 GRAPHITE SURFACE 4 GRAPHITE Tagging: B110	160.80	804.00

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
52	4.00	WT-72	HAWORTH WALL TRACK 72"	36.11	144.44
		,TR- 00J ,TR- 00J	SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE		
53	9.00	FABRIC	FACILITEC, INC. ARCHITEX FOLLOW ME JOJOBA	62.50	562.50
54	12.00	SCC-24-05	HAWORTH SEATING,VERY,CONFERENCE,FABRIC SEAT,PLASTIC/POLY BACK	288.32	3,459.84
		(05) ,3X- CWH ,TR- 00F ,TR- 00F (2) ,TR- 00F	NO ARMS,STD,HRD CSTR-PLST CHR FAB - ARHCITEX FOLLOW ME JOJOBA SURFACE 2 BLACK SURFACE 3 BLACK TRIM SURFACE 4 SURFACE 4 BLACK		
			Tagging: B110		
55	2.00	TARA-3072-LTSNYH4	HAWORTH PLANES,TABLE,RECT 30X72	454.25	908.50
		(LTSNYH4) ,0H- 0AD ,HP- 03J ,TR- 00J	LM,T-,ST,Y-FLP CST,29" LAMINATE CHERRY LAMINATE/T-MOLD/EDGEBAND GRAPHITE SURFACE 3 GRAPHITE		
			Tagging: B110		

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
56	4.00	WURA-2442-LTSA (LTSA) ,0H- 0AD ,HP- 03J	HAWORTH RECT WORKSURFACE 24D X 42W LAM,T-MOLD,STD CORE,W/WIREWAY LAMINATE CHERRY LAMINATE/T-MOLD/EDGEBAND GRAPHITE Tagging: B110	67.70	270.80
57	4.00	ZEBD-1600-PP (PP)	HAWORTH CNTLVR BRKT,UNIGROUP/TOO/PLACES,STANDARD,16.5"D PAINTED,PAIR Tagging: B110	22.57	90.28
58	6.00	SCH-44-0S (0S) ,TR- 0FL (1) ,KR- 00V	HAWORTH SEATING,VERY,HIGH DENSITY,PLSTC/POLY SEAT,PLSTC/POLY BACK NO ARMS,SLED,NO GANG SURFACE 1 CANVAS - VERY SEATING CHROME SURFACE 2 CHROME CHROME Tagging: B114	80.71	484.26
59	2.00	TPPS-3636 ,0H- 034 ,TR- 00J ,TR- 00J	HAWORTH SQUARE HYBRID TABLE 36" X 36" LAMINATE BEIGE SURFACE 2 GRAPHITE SURFACE 3 GRAPHITE Tagging: B114	165.31	330.62

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
60	1.00	4TTC-2460-V4S00G	HAWORTH TABLE,T BASE,RECTANGULAR 24"D X 60"W (V4S00G) PVC EDG,29"H,STAT,GNG ,0H- LAMINATE 034 BEIGE ,TR- SURFACE 2 00J GRAPHITE ,TR- SURFACE 3 00J GRAPHITE Tagging: B118	229.07	229.07
61	4.00	JFBL-2442-1	HAWORTH BRIDGE,LAMINATE,DESK HT 24" X 42" (1) 1/3 MODESTY ,0H- LAMINATE 0AD CHERRY ,HP- LAMINATE/T-MOLD/EDGEBAND 03J GRAPHITE ,TR- SURFACE 3 00J GRAPHITE Tagging: OFFICES	159.32	637.28
62	3.00	JFDL-2472-JLS31	HAWORTH X SERIES,STANDARD DESK,24X72,LAM (JLS31) FF LFT,PTD FRT,TPR,1/3 MOD ,0H- LAMINATE 0AD CHERRY ,HP- LAMINATE/T-MOLD/EDGEBAND 03J GRAPHITE ,TR- SURFACE 3 00J GRAPHITE ,TR- SURFACE 4 00J GRAPHITE ,LR- LOCK PLUG & RING COLORS 0BP CHROME (BRIGHT NICKEL PLATE)	585.16	1,755.48

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
63	1.00	JFDL-2472-JRS3	HAWORTH X SERIES,STANDARD DESK,24X72,LAM	585.16	585.16
		(JRS31)	FF RT,PTD FRT,TPR,1/3 MOD		
		,0H-	LAMINATE		
		0AD	CHERRY		
		,HP-	LAMINATE/T-MOLD/EDGEBAND		
		03J	GRAPHITE		
		,TR-	SURFACE 3		
		00J	GRAPHITE		
		,TR-	SURFACE 4		
		00J	GRAPHITE		
		,LR-	LOCK PLUG & RING COLORS		
		0BP	CHROME (BRIGHT NICKEL PLATE)		
64	4.00	JFVL-3072	HAWORTH D-CNVRG WS,W/END PNL,LAM 30" X 72"	351.52	1,406.08
		,0H-	LAMINATE		
		0AD	CHERRY		
		,HP-	LAMINATE/T-MOLD/EDGEBAND		
		03J	GRAPHITE		
		,TR-	SURFACE 3		
		00J	GRAPHITE		
		,TR-	SURFACE 4		
		00J	GRAPHITE		
			Tagging: OFFICES		
65	4.00	JPAH-18-S3	HAWORTH X SERIES,PEDESTAL,ATTACHED,BOX/BOX/FILE 18"D,1 LOCK	201.43	805.72
		(S3)	PTD FRT,TAPER PULL		
		,TR-	SURFACE 1		
		00J	GRAPHITE		
		,LR-	LOCK PLUG & RING COLORS		
		0BP	CHROME (BRIGHT NICKEL PLATE)		
			Tagging: OFFICES		

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
66	2.00	JFCL-2472-VWS3	HAWORTH X SERIES,CREDENZA,LAMINATE,24X72	771.72	1,543.44
		(VWS3)	36"LAT-36"STG,PTD FRT,TPR		
		,0H-	LAMINATE		
		0AD	CHERRY		
		,HP-	LAMINATE/T-MOLD/EDGEBAND		
		03J	GRAPHITE		
		,TR-	SURFACE 3		
		00J	GRAPHITE		
		,LR-	LOCK PLUG & RING COLORS		
		0BP	CHROME (BRIGHT NICKEL PLATE)		
67	4.00	KUAF-1630	HAWORTH TACKBOARD,WALL-MOUNTED,UNIVERSAL 16" X 30"	53.60	214.40
		,C2-	LANDSCAPE, GRADE B		
		0AD	ESTATE		
68	4.00	KUAF-1636	HAWORTH TACKBOARD,WALL-MOUNTED,UNIVERSAL 16" X 36"	56.14	224.56
		,C2-	LANDSCAPE, GRADE B		
		0AD	ESTATE		
			Tagging: OFFICES		
69	4.00	LUTS-0054-16UEP	HAWORTH TASK LIGHT,ADAPTABLE 54" WIDE	58.11	232.44
		(16UEP)	6FT CORD,UNDR CAB,PRSMTIC LENS		
			Tagging: OFFICES		
70	4.00	M271-1941	HAWORTH H.E. XL,PNEU,HA TARM,VNL CAP,W/BACK LOCK	793.54	3,174.16
		( )	STANDARD VERSION		
		,XG-	CHR FAB BRISA		
		011	TRUFFLE		
		,TR-	SURFACE 2		
		00F	BLACK		

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			Tagging: OFFICES		
71	8.00	M600-2110 ( ) ,1P- 007 ,TR- 00F	HAWORTH 4-LEG STACKER,ARMS,POLY OUTER STANDARD VERSION CHR FAB - KARAKUL GRADE C CURL SURFACE 2 BLACK Tagging: OFFICES	154.27	1,234.16
72	4.00	SOLUTION 4	ESI ERGONOMIC SOLUTIONS, L.L.C -OFUSA SOLUTION 4 KEYBOARD TRAY Tagging: ESI	194.81	779.24
73	4.00	UUFS-1666-PWL (PWL) ,TR- 00J ,TR- 00J ,LR- 0BP	HAWORTH UNIVERSAL,OH,FLIPPER DOOR 16"H X 66"W PAINTED,WALL MT,LOCKING SURFACE 1 GRAPHITE SURFACE 2 GRAPHITE LOCK PLUG & RING COLORS CHROME (BRIGHT NICKEL PLATE) Tagging: OFFICES	269.12	1,076.48
74	4.00	UUFB-0066-P (P) ,TR- 00J	HAWORTH UNIVERSAL,OH BACK,WALL MOUNT 66W PAINTED SURFACE 1 GRAPHITE	29.90	119.60
75	2.00	LSET-6	HAWORTH STANDARD LOCK PLUG & KEY LOCK SET (QTY 6)	0.00	0.00

CONTINUED...

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

" P R O P O S A L "

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		,LX- 0BP	LOCK COLOR CHROME		
76	2.00	LSET-4 ,LX- 0BP	HAWORTH STANDARD LOCK PLUG & KEY LOCK SET (QTY 6) LOCK COLOR CHROME	0.00	0.00
77	3.00	SCS-44-0H (0H) ,TR- 0FC ,TR- 007 (1) ,KR- 00V	HAWORTH SEATING,VERY,SIDE,PLSTC/POLY SEAT,PLSTC/POLY BACK NO ARMS,4-LEG,PLST GLD SURFACE 1 EMBER - VERY SEATING SURFACE 2 FOG - VERY SEATING CHROME SURFACE 3 CHROME CHROME Tagging: INTERVIEW ROOM	165.46	496.38
78	1.00	TPPR-36 ,0H- 0AD ,TR- 00J ,TR- 00J	HAWORTH ROUND HYBRID TABLE 36" LAMINATE CHERRY SURFACE 2 GRAPHITE SURFACE 3 GRAPHITE Tagging: INTERVIEW ROOM	159.10	159.10
79	1.00	DESIGN	FACILITEC DESIGN DESIGN FEE	1,500.00	1,500.00

Authorized Signature Date

FACILITEC
WORKSPACE SOLUTIONS FOR YOUR ENVIRONMENT

4501 East McDowell Road, Phoenix, AZ 85008
SEND PAYMENT TO: P.O. Box 29094, Phoenix, AZ 85038-9094
T 602.275.0101
F 602.275.0202

PROPOSAL DATE: 06/09/10

"PROPOSAL"

SOLD TO:

CITY OF AVONDALE
11465 W. CIVIC CENTER DR SUITE 290
AVONDALE, AZ 85323-6809
ACCOUNTS PAYABLE

PROPOSAL: 58893
PROJECT: 35-66

PRINTED: 08/11/10
CUST PO: QUOTE

DAVE RAMUZ
623-478-3055

INSTALL AT:

CITY OF AVONDALE
NW PUBLIC FACILITY - POLICE DE
3000 N. DYSART
AVONDALE AZ 85323

CUSTOMER: 002570 SALESPERSON: 035 MICHELLE HEEB PAYMENT TERMS: NET 30 DAYS

ITEM #	QTY.	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	1.00	LABOR	FACILITEC, INC. LABOR TO RECEIVE, DELIVER AND INSTALL	4,200.00	4,200.00
			DEPOSIT REQUIRED $ 35,036.00		
			PRODUCT:		58,895.46
			DESIGN:		1,500.00
			INSTALLATION:		4,200.00
			SALES TAX:		5,477.28
			PROPOSAL TOTAL:		70,072.74

Authorized Signature Date

CITY COUNCIL REPORT

SUBJECT:
Emergency Purchase Agreement - Valmont Industries, Inc. for Traffic Signal Equipment for Avondale Boulevard TI Improvements

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council award an Emergency Purchase Agreement to Valmont Industries in the amount of $171,532 to purchase traffic signal poles and appurtenances for the Avondale Boulevard Traffic Interchange (TI) Improvement Project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Boulevard and I-10 TI project will widen Avondale Boulevard to three (3) travel lanes in each direction from Hilton Drive to north of the ADOT drainage channel bridge, construct dual left turn lanes and dual right turns onto eastbound I-10. As a part of this project, the bridge over the ADOT canal will be widened and retaining walls will be installed in the underpass. The existing ADOT drainage channel bridge will also be widened to accommodate the new roadway section. Other improvements include curb & gutter, sidewalks, and lighting. The City will enhance the retaining walls by adding aesthetics. The previously approved aesthetic renderings will be incorporated into the final retaining wall.

On June 21, 2010, Council approved a construction contract with CS Construction to provide construction services for the Avondale Boulevard Traffic Interchange (TI) Improvement Project.

In order to minimize the total construction duration for this project, staff recommends that the City purchase the traffic signal poles and mast arms. The City will then supply the poles and mast arms to the contractor for installation. Upon completion of the project, the City will maintain and operate the signals.

DISCUSSION:

On August 19, 2010 Solicitation EN11-005-Q was issued. On August 24, 2010 two (2) bids were received and opened. Each bid package was reviewed and both bidders met the bidding requirements. The firms submitting bids and the amount of their bids are as follows:

BIDDER	BID AMOUNT	
	85-Day Delivery (Standard Lead Time)	60-Day Delivery (Expedited)
Valmont Industries	$164,032	$171,532
Clark Electric Sales	$166,494	$174,106

On September 1, 2010, the City Manager and Procurement Office approved an Emergency Procurement, deeming it impractical to purchase the material through the formal bidding process. Due to the construction schedule, staff is recommending a delivery time of 60 days.

BUDGETARY IMPACT:

Funding in the amount of $171,532 is available in CIP Street Fund Line Item No. 304-1152-00-8420 (Avondale Blvd Bridge Widening North of I-10).

RECOMMENDATION:

Staff recommends that the City Council award an Emergency Purchase Agreement to Valmont Industries in the amount of $171,532 to purchase traffic signal poles and appurtenances for the Avondale Boulevard Traffic Interchange (TI) Improvement Project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Purchase Agreement

PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Valmont Industries, Inc., a Delaware corporation (the "Vendor").

RECITALS

A. The City issued a Request for Quotations (the "RFQ") to the two known vendors of "trombone-style" traffic signal poles and related components for the Avondale Boulevard and Interstate 10 traffic interchange project (the "Equipment").

B. The Vendor responded to the RFQ (the "Quote), attached hereto as Exhibit A and incorporated herein by reference.

C. The City Manager, has approved an emergency procurement and determined that the Vendor is one of the two known sources for this type of traffic signal structural equipment and that it would be impractical to solicit additional bids through the formal bid solicitation procedures.

D. The City and Vendor desire to enter into an agreement for the City to purchase the Equipment from Vendor.

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. This Agreement shall be effective from the date first set forth above and remain in full force and effect until November 15, 2010.

2. Purchase of Equipment. Vendor shall provide to the City the Equipment in the configurations as more particularly set forth in the Quote, attached hereto as Exhibit A.

3. Compensation. The City shall pay Vendor an aggregate price not to exceed $171,532.00 for the Equipment as set forth in the Quote, attached hereto as Exhibit A.

4. Payments. The City shall pay the Vendor based upon materials delivered, work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all materials and work completed to date. The invoice statement

shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Equipment Delivery. Delivery by Vendor shall not be later than 60 days from receipt of order by the Vendor and F.O.B., the City's place of business. If a conflict exists between the terms of this section and the Quote, the terms of this section shall govern.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor 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. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the RFQ, and the Quote, the documents shall govern in the order listed herein.

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

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Vendor**"

VALMONT INDUSTRIES, INC., a Delaware 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 NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of VALMONT INDUSTRIES, INC., a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Nebraska

My Commission Expires:

_____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
VALMONT INDUSTRIES, INC.

[Quote]

See following page.

ENGINEERING Received AUG 23 2010 DEPARTMENT

City of Avondale

CITY OF AVONDALE
PROCUREMENT DEPARTMENT
11465 W Civic Center Drive
Suite 250
Avondale, Arizona 85323-6807

RETURN THIS COPY

Company: Valmont Industries, Inc.
Address: PO Box 358 - Bldg 516
City: Valley State NE Zip: 68064

REQUEST FOR QUOTATION

QUOTATION NO.	EN11-005-Q
REQ. NO.	
USING DEPT	Engineering
DUE DATE	August 24, 2010

IMPORTANT QUOTING INSTRUCTIONS

1. Submit your quotation on this form. Fill out completely including delivery.
2. Include descriptive literature as necessary for evaluation.
3. Do not include sales tax, the percent allowed will be indicated on the purchase order.
4. Pricing to remain firm for a period of 365 days from award date.
5. If further information is required before quoting, please call Bennie Robinson at 623 333-4231.
6. Quotations shall be received by August 24, 2010.

ITEM	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	EXTENDED PRICE
1	Avondale Type "R" Trombone Pole, with 55 Foot Signal Mast Arm (SMA) and 20 Foot Luminaire Mast Arm (LMA)(Per Detail Nos. A1075, A1075-1, A1076 and A1076-1) – Powder-Coated Cocoa Brown **Including Mast Arm Bolts, Anchor Bolts and Hand Hole Covers**	4 each	(*) $29.045 $30.373	(*) $116.180 $121.492
2	Avondale Type "R" Trombone Pole, with 50 Foot Signal Mast Arm (SMA) and 20 Foot Luminaire Mast Arm (LMA)(Per Detail Nos. A1075, A1075-1, A1076 and A1076-1) – Powder-Coated Cocoa Brown **Including Mast Arm Bolts, Anchor Bolts and Hand Hole Covers**	1 each	(*) $26.796 $28.021	(*) $26.796 $28.021
3	Avondale Type "Q" Trombone Pole, with 40 Foot Signal Mast Arm (SMA) and 20 Foot Luminaire Mast Arm (LMA)(Per Detail Nos. A1075, A1075-1, A1076 and A1076-1) – Powder-Coated Cocoa Brown **Including Mast Arm Bolts, Anchor Bolts and Hand Hole Covers**	1 each	(*) $21.056 $22.019	(*) $21.056 $22.019
	Delivery within 60 days IS THIS QUOTATION F.O.B. DESTINATION YES ☒ NO ☐ If freight is to be added please indicate estimated charge $ 171.532 ALT. $164.032	Terms: Less:	NET 30 days	

THIS IS NOT A PURCHASE ORDER

CITY OF AVONDALE
PROCUREMENT DEPARTMENT
11465 W Civic Center Drive, Suite 250
Avondale, Arizona 85323-6807

x Matthew Burke
SIGNATURE OF AUTHORIZED AGENT

MATTHEW BURKE — REGIONAL MANAGER
TYPED OR PRINTED NAME — TITLE

800.345.6825 x 3748 — 8/23/10
TELEPHONE NO — DATE

(*) Valmont is providing an alternate bid using 85-day lead-time versus specified 60-day requirement.

INSTRUCTIONS AND CONDITIONS

1. Bid price shall be made F.O.B. Avondale to the designated delivery points within the City. Deliveries shall be made to 399 E Lower Buckeye Rd, Avondale, AZ 85323.
2. Quantities as shown in form are estimates only based upon available information. The City reserves the right to adjust the quantities as necessary to meet its needs.
3. Materials and equipment are for delivery not later than sixty (60) days after receipt of a City purchase order unless otherwise stated.
4. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.
5. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Payment Terms are net 30 unless otherwise specified by vendor.
7. Material and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to commercial laboratory for analysis and test as to whether the material conforms in all respects to the specifications.
8. Award will be made on an individual or overall low basis whichever is most advantageous to the City of Avondale.
9. These price quotations are confidential and will not be divulged to others except as the accounts are settled through the auditing department.
10. All pricing shall be good for one year from award date.
11. **Quotations shall be received by August 24, 2010 at 5:00 PM**.
12. Fax all quotations to Anna Hudson at 623 333-0420.

(For awards over $25,000.00)

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Contractor Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

City of Avondale, an Arizona municipal corporation.

Charles McClendon, City Manager

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement Amendment No. 2 - Elliot Pollack & Co., Inc.

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager (623)333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 2 to the Professional Services Contract with Elliott Pollack & Company, Inc. in the amount of $22,612.50 for a new contract total amount of $117,612.50 to pay for additional expert consulting services, advice and opinions, and expert testimony relating to the Rigby Water Company Acquisition and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

The City entered into a Professional Services Agreement with Elliott Pollack & Associates on December 17, 2009 in the amount of $45,000 for Phase 1 work. Phase 1 work included analysis of land use, absorption, revenue/profit, present value estimate and review of opposing reports. Phase 2 work included all work completed in preparation for trial testimony. The City Council approved Amendment No. 1 on April 19, 2010 to authorize additional Phase 1 work and add the Phase 2 work.

DISCUSSION:

Elliott Pollack & Associates, Inc. has completed all work originally identified in the Amended Agreement's Phase 1 and Phase 2 scope of work. There is a need to expand the Phase 2 scope of work to include additional preparation, response and deposition services associated with the acquisitions of Rigby Water Company greater than estimated last April. The consultant has prepared a revised scope and fee for Phase 2 work increasing their fee by $22,612.50 for a total contract amount of $117,612.50 . (See Attached Exhibit A-1) A settlement has been reached with the water company, no further expert services will be needed.

BUDGETARY IMPACT:

Funds for this work will be paid from the Capital Improvement Program, Water Fund, Line Item No. 514-1212-00-8520.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Contract with Elliott Pollack & Company, Inc. in the amount of $22,612.50 for a new contract total amount of $117,612.50 to pay for additional expert consulting services, advice and opinions, and expert testimony relating to the Rigby Water Company Acquisition and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

- Amendment 2

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ELLIOTT D. POLLACK & COMPANY, INC.

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of September 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Elliott D. Pollack & Company, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated December 17, 2009 (the "Agreement") for expert consulting services and related services of Mr. Pollack and other professionals of the Consultant to provide expert consulting, advice, analyses, opinions and reports, and to provide affidavits and serve as expert witness(es) in depositions, at trial and in any other evidentiary hearings held with regard to the Acquisition. As of April 19, 2010, a First Amendment to the Agreement was entered into between the City and Consultant for additional Phase One Services and additional Consultant time required for Phase One Services. All capitalized terms in this Second Amendment shall have the meanings set forth in the Agreement unless otherwise specified herein.

B. The City has determined that Consultant's assistance in connection with additional Phase Two Services are needed for discovery, the assistance, exhibit preparation, and other pre-trial services to provide to the City material needed for mediation and trial preparation and presentation, settlement negotiations, dispositive motions practice, information, expert analysis, and other preparation for the mediation and for trial. These additional services and assistance (the "Additional Discovery and Pre-Trial Services") and will require more time, consultant fees and costs than envisioned in the Agreement and the First Amendment.

C. The City and Consultant desire to enter into this Second Amendment in order to secure the Additional Discovery and Pre-Trial Services needed by the City for the Acquisition and to compensate the Consultant for the fees and costs of providing the Additional Discovery and Pre-Trial Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and conditions set forth in the Agreement as modified by the First Amendment and by this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree to amend the Agreement as follows:

1. Compensation. The Consultant's total compensation under the Agreement, as previously amended, and for the Additional Discovery and Pre-Trial Services shall be increased by $22,612.00 to a total aggregate price not to exceed $117,612.00 as consideration and full compensation for the Additional Discovery and Pre-Trial Services represented to be so by Consultant in paragraph 2 below and as more particularly set forth in the Amended Scope of Work and Fee Arrangement attached hereto as Exhibit A-2 and incorporated herein by reference.

2. Consultant Representation. As consideration for this Second Amendment, Consultant represents and warrants that the additional sum of $22,612.00 is full, fair and complete compensation to the Consultant for all services provided or to be provided by Consultant to the City and to and through the law firm of Gust Rosenfeld, P.L.C., acting for and on behalf of the City, under the Agreement, the First Amendment, the Second Amendment, and on any other basis involving consulting, expert witness and all other services provided by Consultant with regard to *City of Avondale v. Rigby Water Company, et al.,* Maricopa County Superior Court No. CV2009-003060.

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 First Amendment and the Agreement 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"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Charles P. McClendon, City Manager

ATTEST:

_____

Carmen Martinez, City Clerk

"Consultant"

ELLIOTT D. POLLACK & COMPANY, INC., an Arizona corporation

Richard Merritt

Richard Merritt, President

DAP:dap 1331025.1 8/27/2010

(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 August 30, 2010, by Richard Merritt, as the President of ELLIOTT D. POLLACK & COMPANY, INC., an Arizona corporation, on behalf of the company.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

January 26, 2013

ROBIN ESPOSITO
Notary Public - Arizona
Maricopa County
My Commission Expires
January 26, 2013

DAP:dap 1331025.1 8/27/2010

EXHIBIT A-2
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ELLIOTT D. POLLACK & COMPANY, INC.

[Amended Scope of Work and Fee Arrangement]

See following pages.

Amended Scope of Work and Fee Arrangement

EXHIBIT A-2
SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT

A. Phase One.

Phase One consulting and expert witness services shall remain as provided in the Agreement and the First Amendment, both as to the general description of work performed and the fees paid to Consultant.

B. Phase Two.

1. Phase Two consulting and expert witness services shall include those services for Phase Two identified in the previously amended Scope of Work, Attachment A to the Agreement as amended by Attachment A-1 to the First Amendment.

2. In addition, Consultant shall provide specific consulting and expert witness services to Legal counsel for the City, including assisting the City's legal counsel in preparation for:

   a) taking the deposition testimony of Rigby's experts;

   b) taking the deposition testimony of Rigby's owner representative(s), who are expected to testify at trial;

   c) cross-examination of Rigby's experts at trial;

   d) cross-examination of Rigby's owner representative(s), who are expected to testify at trial;

   e) preparation of exhibit materials for use in depositions and at trial, including graphical and potentially digital animated representations of residential densities claimed by Rigby experts and upon which Rigby's valuation testimony will be based for use with mediation memorandum, in mediation, and at trial.

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement Amendment No. 2 - URS Corporation - Avondale Boulevard & I-10 Traffic Interchange Improvements

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve Amendment No. 2 to the Professional Services Agreement with URS Corporation for the Avondale Boulevard and I-10 Traffic Interchange (TI) project in the amount of $49,200.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On February 9, 2009, Council approved a Professional Services Agreement (PSA) with URS Corporation in the amount of $690,537 to provide design services for the Avondale Boulevard and I-10 TI Improvement Project. This project will widen Avondale Boulevard to its ultimate condition from Hilton Drive to north of the Arizona Department of Transportation (ADOT) drainage channel bridge. Avondale Boulevard will be completely reconstructed and will include three (3) through travel lanes, dual left turn lanes, and dual right turn lanes to the eastbound on ramp. A new retaining wall, curb and gutter, sidewalks, and lighting will be installed with the project. The existing ADOT drainage channel bridge will also be widened to accommodate the new roadway section.

On April 19, 2010, Council approved Amendment No. 1 to the PSA with URS Corporation in the amount of $113,603 to provide additional design services for the Avondale Boulevard and I-10 TI Improvement Project. The scope of services for Amendment No. 1 included:

· Additional Legal Descriptions
· Roadway Design
· Bridge Widening Design
· Environment Investigation
· Utility Coordination
· Drainage Design
· Additional Potholes

DISCUSSION:

The Avondale Boulevard at I-10 Improvement Project is jointly funded by the City of Avondale and ADOT. The City petitioned and ADOT approved the construction process being managed by the City. This will ensure that the project is delivered on time and within budget.

Typically, staff reviews and approves submittals during the early stages of construction projects. This project however, contains a considerable amount of ADOT work which is unfamiliar to staff. Therefore, staff requested, received, and negotiated a proposal from URS Corporation for post design services. Amendment No. 2 in the amount of $49,200 will allow URS Corporation to review

and approve submittal items and provide feedback on any requests for information (RFI's) as directed by staff. This will result in a revised total contract amount of $853,340.

SCHEDULE:

Amendment No. 2 will lengthen the original schedule. The schedule for design and construction is listed below:

Construction
Council Award - June 21, 2010
Construction Begin - September 2010
Construction Ends - September 2011

BUDGETARY IMPACT:

Funding for Amendment No. 2 in the amount of $49,200 is available in CIP Street Fund Line Item No. 304-1152-00-8420, Avondale Blvd Bridge Widening North of I-10.

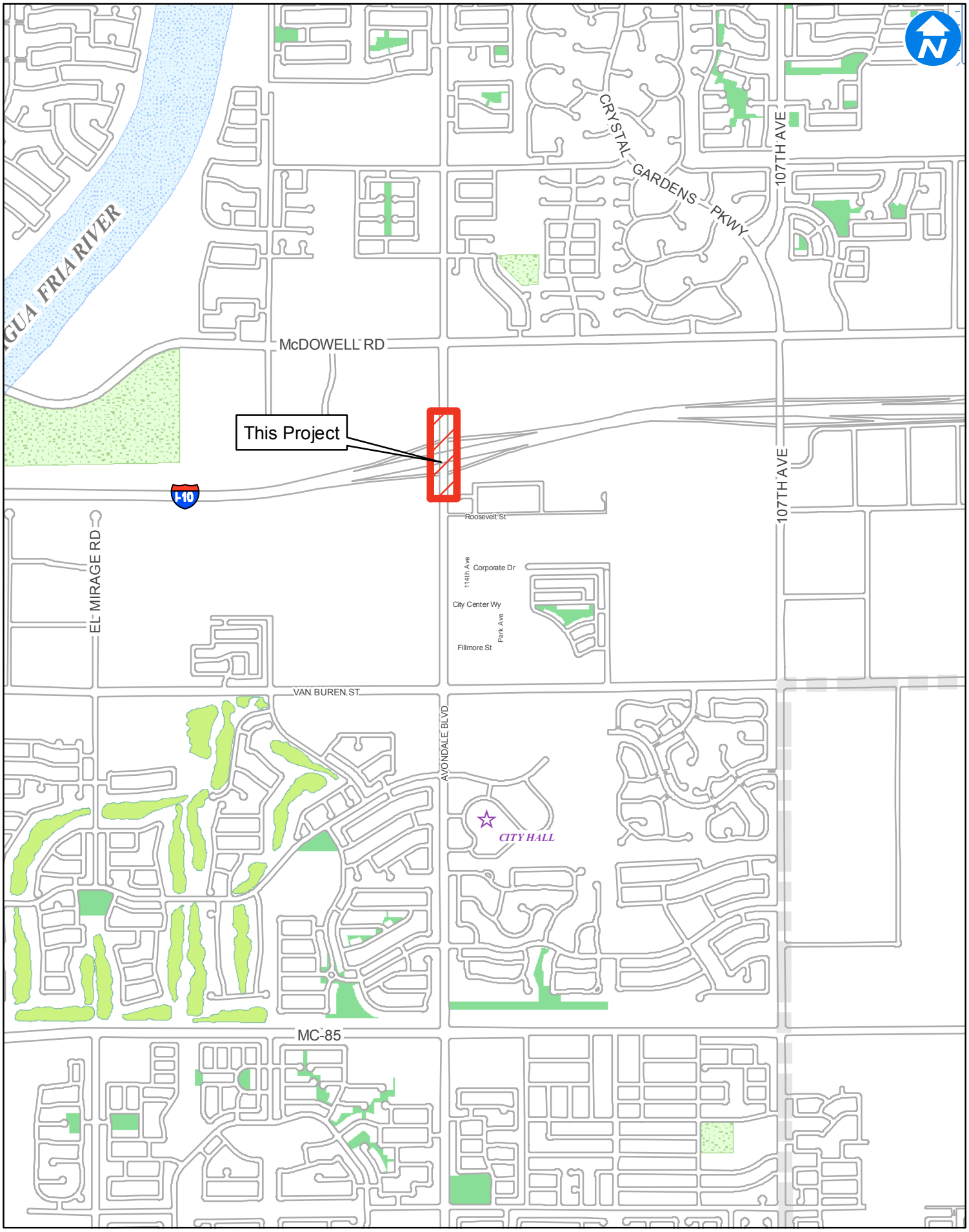
RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with URS Corporation for Avondale Boulevard and I-10 Traffic Interchange (TI) in the amount of $49,200.00 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Project Vicinity Map
- Second Amendment



Map Produced by Avondale Water Resources/GIS Division

City of Avondale
Avondale Blvd & I-10 TI Improvements

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of April 19, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and URS Corporation, a Nevada corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated February 9, 2009 (the "Initial Agreement"), for the design of the Avondale Boulevard and Interstate I-10 Traffic Interchange street and sidewalk improvements from Roosevelt Street, Avondale, Arizona proceeding north approximately 1,400 feet north under Interstate I-10, across the ADOT drainage channel and tying into the existing roadway north of the ADOT drainage channel right-of-way.

B. The Initial Agreement was amended once on April 19, 2010, to provide for additional design services (the "First Amendment"). The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement."

C. The City has determined that additional post design services by the Consultant are necessary to complete the project (the "Additional Services").

D. The City and the Consultant desire to enter into this Second Amendment to provide for the Additional Services and to increase the Consultant's compensation.

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 to amend the Agreement as follows:

1. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

2. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than $41,000.00 from $804,140.00 to $845,140.00 as consideration for

the Additional Services at the rates as more particularly set forth in the Cost Proposal attached hereto as Exhibit B and incorporated herein by reference.

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 and the Agreement 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	URS CORPORATION, a Nevada corporation
_____	By:_____
Charles P. McClendon, City Manager	
ATTEST:	Name:_____
_____	Its:_____
Carmen Martinez, City Clerk	

(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 URS CORPORATION, a Nevada 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
URS CORPORATION

[Additional Scope of Work]

See following pages.

URS

August 6, 2010

Chris Hamilton, PE
City of Avondale
Engineering Department
11465 W Civic Center Drive, Suite 120
Avondale, AZ 85323

Re: ST- 1152 Avondale Boulevard and I-10 Interchange Improvements

Contract Modification for Post-Design Services

Dear Chris:

Per your request we are submitting this contract modification request to establish a budget for post-design services. These services will consist of:

- Reviewing working drawings
- Responding to Requests for Information (RFIs)
- Attending field meetings as required
- Preparing as-built plans
- Other tasks as directed by City of Avondale

Compensation will be on a time & materials basis. Monthly invoices will be submitted showing the actual hours spent by each individual for post-design services. We are requesting an initial budget of $41,000 based on 1% of the construction cost. This is only an estimate; additional budget may be required depending on the effort required to respond to field issues at the City's direction through the end of construction.

Please feel free to contact me with any questions or comments.

Sincerely,
URS Corporation

Randy Simpson, PE
Vice President

Encl: Hourly Rates by Classification

URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
Tel: 602.371.1100
Fax: 602.371.1615

EXHIBIT B
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Cost Proposal]

See following pages.

ST- 1152 Avondale Boulevard and I-10 Interchange Improvements
Hourly Rates

Labor Multiplier: 2.60

Classification	Name	Direct Salary	Loaded Rate
Project Principal	Randy Simpson	$ 76.00	$ 197.60
Project Manager	Natalya Hyland	$ 62.52	$ 162.55
Senior Project	Dave Schaub	$ 63.52	$ 165.15
Engineer	Dan Stough	$ 51.28	$ 133.33
	Dennis Ecker	$ 57.36	$ 149.14
	Steve Thorne	$ 57.40	$ 149.24
	Russ Stuart	$ 58.48	$ 152.05
	Marc McIntosh	$ 53.32	$ 138.63
Project Engineer	Midhat Hassan	$ 36.12	$ 93.91
	Roy Hookey	$ 43.40	$ 112.84
	Scott LaSalle	$ 38.36	$ 99.74
Landscape Architect	Robert Pankonin	$ 39.92	$ 103.79
Designer/CADD	Mike Frederick	$ 35.60	$ 92.56
	Jim Morvay	$ 31.36	$ 81.54
	Alex Gonzalez	$ 32.88	$ 85.49
Clerical/Administative	Audrey Carter	$ 27.48	$ 71.45
	Jean Shelton	$ 21.00	$ 54.60

These hourly rates are valid for work performed through December 31, 2010. Billing rates will be adjusted to reflect any salary increases after that date.

I certify that the above rates are current as of August 6, 2010

Randy Simpson
Vice President

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement Amendment No. 1 - Regional Pavement Maintenance of Arizona, Inc.

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve Amendment No. 1 to a Professional Services Agreement with Regional Pavement Maintenance of Arizona not to exceed an aggregate total of $90,000.00 to perform construction, repair and maintenance services on asphalt and concrete surfaces and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

During a typical work week, the Public Works Department performs several scheduled proactive water service replacements and/or provides emergency repairs to broken water/sewer service lines and water mains. These activities sometimes require removal of large sections of asphalt and/or concrete to access the affected lines as they are usually located under the street or sidewalk areas. Once the line replacement or repair is completed, staff backfill the excavation and install a temporary asphalt or concrete patch. A permanent repair to the asphalt and/or concrete surface is scheduled for a later date, with a goal of completion no more than 10 working days subsequent to the line repair, and is contracted to a vendor specializing in street repairs.

DISCUSSION:

Dysart Unified School District #89, through a competitive process, entered into Contract No. 0506-018 with Regional Pavement Maintenance of Arizona to provide services including asphalt and concrete related services. The Dysart Contract permits its cooperative use by other governmental agencies including the City of Avondale. The City Council approved the original Professional Services Agreement on February 8, 2010 in an amount not to exceed $60,000, which will expire on November 2, 2010. This amendment will allow continuation of services to install permanent asphalt and concrete repairs following water/sewer line work on an as needed basis for the remaining contract period or until the additional $30,000 is expended.

BUDGETARY IMPACT:

The funding for the work to be performed under this amendment to the current PSA is available in the Water Operating Budget, Distribution Division, Capital Outlay line item: 501-9100-00-8510

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. 1 to a Professional Services Agreement with Regional Pavement Maintenance of Arizona not to exceed an aggregate total of $90,000.00 to perform construction, repair and maintenance services on asphalt and concrete surfaces and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Amendment 1

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of September 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Regional Pavement Maintenance of Arizona, Inc., an Arizona corporation ("Contractor").

RECITALS

A. After a competitive bidding process, the Dysart Unified School District #89 entered into Contract No. 0506-018, as amended June 24, 2009, with the Contractor to provide construction, repair and maintenance of asphalt and concrete surfaces services (the "Dysart Contract").

B. Pursuant to the Dysart Contract and Section 25-24 of the City Code, the City and Contractor entered into a Professional Services Agreement dated February 8, 2010 (the "Agreement"), for the Contractor to provide construction, repair and maintenance of asphalt and concrete surfaces services.

C. The City has determined that it is necessary to purchase additional construction, repair and maintenance of asphalt and concrete surfaces services (the "Additional Services") and to extend the term of the Agreement.

D. The City and the Contractor desire to enter into this First Amendment to provide for the Additional Services and to increase the Contractor's compensation.

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 First Amendment shall be effective as of the date first set forth above and shall remain in full force and effect until November 2, 2010.

2. Scope of Work. Contractor shall provide the Additional Services under the terms and conditions of the Dysart Contract.

3. Compensation. The Contractor's total compensation under the Agreement shall be increased by no more than $30,000.00 from $60,000.00 to $90,000.00 as consideration for the Additional Services at the rates set forth Dysart Contract and in the quantities as set forth in purchase orders issued by the City.

4. 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.

5. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

6. Conflict of Interest. This First Amendment and the Agreement 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**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"Contractor"

REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC., 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 REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

CITY COUNCIL REPORT

SUBJECT:
Professional Services Agreement - Legend Technical Services

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director (623)333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve an agreement with Legend Technical Services, Inc., for Laboratory Analysis Services by adjoining to the City of Tempe's contract for an amount not to exceed $185,000.00 per year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale Public Works Department Water Quality Division and Water Reclamation Facility are responsible for compliance with the Safe Drinking Water Act and Clean Water Act, respectively. Compliance with each of these federal laws is ensured through the continuous sampling and analysis of the water and wastewater produced by each respective operation. Both the work groups employ the use of laboratories certified by the Arizona Department of Health Services (ADHS) to conduct analysis of samples collected from the point of entry into the distribution system, within the water distribution infrastructure, within the wastewater collection system and at the Charles M. Wolf Water Resource Center. The quality of these analytical laboratory services must meet federally defined requirements.

DISCUSSION:

Legend Technical Services, Inc. (Legend Tech) is an ADHS certified laboratory operating within all the federally and state-mandated requirements. The Public Works Department has previously contracted with Legend Tech via a piggy back agreement with the City of Tempe's contract. Legend has historically provided reliable service, and we have been satisfied with the quality of their work.

The City of Tempe's previous laboratory services contract expired July 30, 2010. Tempe re-advertised and collected bids for a new Laboratory Analysis Services contract in conformance with the City of Tempe's and the City of Avondale's procurement requirements. Due to Legend Technical Services' quality of service and competitive pricing, they were awarded the contract once more. To allow other Cities to take advantage of the contract pricing provided by Legend Tech, the City of Tempe contract allows for cooperative purchasing agreements. The current contract term is July 2, 2010 through July 7, 2011 with contract renewal terms that allow the City to renew for supplemental terms of up to a maximum of four (4) years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

BUDGETARY IMPACT:

Funds are available in line item 503-9230-00-6120, Water Reclamation Facility Laboratory Fees, and 501-9115-00-6120 Water Quality Laboratory Fees for these services

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Legend Technical Services, Inc., for Laboratory Analysis Services by adjoining to the City of Tempe's contract for an amount not to exceed $185,000.00 per fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Professional Services Agreement - Legend

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of September 7, 2010, between the City of Avondale, an Arizona municipal corporation (the "City") and Legend Technical Services of Arizona, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tempe entered into Contract No. WUD10-126-04, dated July 2, 2010 (the "Tempe Contract") for the Contractor to provide water/wastewater laboratory services. The Tempe Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted to purchase water/wastewater laboratory services under the Tempe Contract without further public bidding, and the Tempe Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase from the Contractor water/wastewater laboratory services under the terms of the Tempe Contract for a lower cost than would otherwise be available (the "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 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 July 1, 2011 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Tempe Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three additional one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Tempe Contract has been extended pursuant to its renewal options. Renewal of this Agreement shall occur upon the City's written notice to the Contractor given not later than 30 days prior to the end of the then - current term. Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the City with the Services under the terms and conditions of the Tempe Contract, attached hereto as Exhibit A.

3. Compensation. The City shall pay Contractor an annual aggregate amount not to exceed $185,000.00 for the Services at the rates as set forth in the Tempe Contract and in the quantities as set forth in purchase orders issued by the City.

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 Tempe 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**"

LEGEND TECHNICAL SERVICES OF ARIZONA, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

1322829.2

(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 LEGEND TECHNICAL SERVICES OF ARIZONA, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
LEGEND TECHNICAL SERVICES OF ARIZONA, INC.

[Tempe Contract]

See following pages.

Contract Award Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: WUD10-126-04

Staff Summary # 201007010fsts02

Legend Technical Services of Arizona, Inc
Attn: Robert Vertefeuille
17631 N 25th Ave
Phoenix Az 85023

Contract Period 07/02/2010 to 07/01/2011

Phone: 602.324.6100 Ext 129

Vendor Number: 67937

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Water Wastewater Laboratory Services** per the terms, conditions, specifications and requirements of **RFP 10-126**. The contract shall remain in effect through **07/01/2011** unless extended, renewed or canceled per terms and conditions of **WUD10-126-04.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price

Please See Price Sheet Attached to the Contract

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **WUD10-126-04.** This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Water Utility Department, Attn: Miyoung Kim**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

Ted Stallings, CPPB
Procurement Officer
(480) 350-8617

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: LEGEND Technical Services of Arizona, Inc.

Company Mailing Address: 17631 N. 25th Avenue

City: Phoenix State: Arizona Zip: 85023

Contact Person: Robert Vertefeuille Title: Director of Operations

Phone No.: 602-324-6100 x129 FAX: 602-324-6101 E-mail: rvertefeuille@legend-group.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.: 07592900-C

Federal I.D. No.: 86-0841718

City & State Where Sales Tax is Paid: Phoenix, AZ

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: N/A

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Robert Vertefeuille

Title of Authorized Individual (TYPE OF PRINT IN INK) Director of Operations

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Robert M. Vertefeuille 3/29/10

Signature of Authorized Offeror **Date**

Form 201-B (RFP)

(H:/RFP 3-2008)

RFP 10-126 - Water Wastewater Laboratory Services

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A	**Drinking Water**			
1	**Microbiology**			
	Total coliform			
	Multiple Tube	$28.00	SM 9221B	Legend-AZ
	Membrane Filter	$18.00	SM 9222B	Legend-AZ
	Colilert	$12.00	SM 9223B	Legend-AZ
	Colisure	No Bid	No Bid	No Bid
	Presence-Absence	No Bid	No Bid	No Bid
	Heterotrophic Plate Count	$20.00	SM 9215B	Legend-AZ
	Escherichia Coli	$28.00	SM 9221F	Legend-AZ
	Fecal coliform	$28.00	SM 9221E	Legend-AZ
	Viruses*	$425.00	SM 9510	Legend-AZ
	Giardia and Cryptosporidium*	$375.00	SM 9711B	Legend-AZ
	** Pump rental for viruses, Giardia, Cryptosporidium: $100/3 days. $35/add'l. day.*			
2	**Sample prep for metals**			
	(explain reason(s) for prep and cost)	$12.00	EPA 200.7/200.8	Legend-AZ
	** Digestion required only for waters with turbidity > 1 NTU.*			
3	**Inorganic Chemical and Physical Characteristics**			
	Alkalinity	$12.00	SM 2320B	Legend-AZ
	Asbestos	$115.00	EPA 100.1	Fiberquant
	Bromate	$120.00	EPA 317.0, 300.1	Underwriter's Labs
	Bromide	$30.00	EPA 300.0	Underwriter's Labs
	Chloride	$13.00	EPA 300.0	Legend-AZ
	Chlorine	$12.00	HACH 8167	Legend-AZ
	Chlorine Dioxide	$30.00	SM 4500 CL G	Underwriter's Labs
	Chlorite	$35.00	EPA 300.0	Underwriter's Labs
	Color	$28.00	SM 2120B	Legend-AZ
	Corrosivity	$50.00	Calculation	Legend-AZ
	Cyanide	$40.00	SM 4500 CN E	Legend-AZ
	Cyanide, Amenable	$40.00	SM 4500 CN G	Legend-AZ
	Fluoride	$13.00	EPA 300.0	Legend-AZ
	Hardness	$18.00	EPA 200.7 (Calc.)	Legend-AZ
	Methylene Blue Active Substances	$100.00	EPA 425.1	ESC
	Nitrate	$27.00*	Calculation*	Legend-AZ
	Nitrite	$12.00	SM 4500 NO2 B	Legend-AZ

	Ortho-Phosphate	$13.00	EPA 300.0	Legend-AZ
	Ozone	No Bid	No Bid	No Bid
	pH	$8.00	SM 4500 HB	Legend-AZ
	TDS	$12.00	SM 2540C	Legend-AZ
	Specific Conductance	$10.00	SM 2510B	Legend-AZ
	Sulfate	$13.00	EPA 300.0	Legend-AZ
	TOC	$40.00	SM 5310 C	Legend-AZ
	Turbidity	$10.00	EPA 180.1	Legend-AZ
	UV254	$50.00	SM 2910B	Legend-AZ
		* Calculation requires analysis of NO2+NO3 ($15) and NO2 ($12).		
4	**Metals**			
	Metals (ICP)	$9.00	EPA 200.7	Legend-AZ
	Metals (ICP-MS)	$12.00	EPA 200.8	Legend-AZ
	Metals (GFAA) (list metals and price)	No Bid	No Bid	No Bid
	Mercury	$28.00	EPA 245.1	Legend-AZ
5	**Organic Chemicals**			
	Total Trihalomethanes	$60.00	EPA 524.2	Legend-AZ
	Volatile Organics	$130.00	EPA 524.2	Legend-AZ
	Chlorinated Pesticides	$150.00	EPA 505	Legend-MN
	PCB	$150.00	EPA 505	Legend-MN
	Herbicides	$175.00	EPA 515.3	Underwriter's Labs
	EDB/ DBCP	$85.00	EPA 504.1	Underwriter's Labs
	Nitrogen and Phosphorus Pesticides	$285.00	EPA 525.2	Underwriter's Labs
	Base/Neutrals and Acids	$285.00	EPA 525.2	Underwriter's Labs
	Carbamates	$120.00	EPA 531.2	Legend-AZ
	Dioxins and Furans	$425.00	EPA 1613	Pace Analytical
	Glyphosate	$120.00	EPA 547	Legend-AZ
	Endothall	$140.00	EPA 548	Underwriter's Labs
	Diquat and Paraquat	$140.00	EPA 549	Underwriter's Labs
	PAH	$285.00	EPA 525.2	Underwriter's Labs
	DBPs and Chlorinated Solvents	No Bid	No Bid	No Bid
	HAAs	$160.00	EPA 552.2	Legend-MN
	Phthalate Esters and Adipates	$285.00	EPA 525.2	Underwriter's Labs
	Benzidines and Nitrogen Pesticides	No Bid	No Bid	No Bid
	Carbonyl Compounds	No Bid	No Bid	No Bid
	Chlorinated Acids	$175.00	EPA 515.3	Underwriter's Labs

RFP 10-126 - Water Wastewater Laboratory Services

6	**Radiochemistry**			
	Gross Alpha	$60.00	EPA 600/00-02	Radiation Safety
	Gross Beta	$60.00	EPA 900.0	Radiation Safety
	Radium 226	$90.00	EPA 903.1	Radiation Safety
	Radium 228	$130.00	EPA 904	Radiation Safety
	Total Radium	$220.00	EPA 903.0/904	Radiation Safety
	Cesium	$175.00	EPA 901.1	Radiation Safety
	Iodine	$175.00	EPA 901.1	Radiation Safety
	Strontium	$170.00	EPA 905	Radiation Safety
	Tritium	$85.00	EPA 906.0	Radiation Safety
	Uranium	$170.00/$12.00	EPA 00-07/200.8	Rad. Safe./Legend-AZ
	Gamma Emitting Isotopes	$175.00	EPA 901.1	Radiation Safety
7	**Biological**			
	Microscopic Particulate Analysis	$300.00	EPA 910/9-92-029	Legend-AZ
8	**Other Drinking Water Methods**			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate	$60.00	EPA 300.0	Legend-AZ
	Radon 222	$70.00	EPA 7500-Rn	Radiation Safety
9	**UCMR 2 Assessment Monitoring**			
	527	$225.00	EPA 527	Underwriter's Labs
	529	$225.00	EPA 529	Underwriter's Labs
	Perchlorate	$120.00	EPA 314.0	Underwriter's Labs
10	**UCMR 2 Screening survey**			
	535	$350.00	EPA 535	Underwriter's Labs
	525.2	$285.00	EPA 525.2	Underwriter's Labs
	521	$325.00	EPA 521	Underwriter's Labs
B	**Wastewater**			
1	**Microbiology**			
	Fecal Coliform			
	Multi Tube Fermentation	$28.00	SM 9221E	Legend-AZ
	Membrane Filter	$15.00	SM 9222D	Legend-AZ
	Total Coliform			
	Multi Tube Fermentation	$28.00	SM 9221B	Legend-AZ
	Membrane Filter	$17.00	SM 9222B	Legend-AZ

RFP 10-126 - Water Wastewater Laboratory Services

Fecal Streptococcus			
Multi Tube Fermentation	$28.00	SM 9230B	Legend-AZ
Membrane Filter	No Bid	No Bid	No Bid
Escherichia coli by Colilert MPN	$28.00	SM 9223B	Legend-AZ
Escherichia coli (not for NPDES) in conjunction with SM 9221B and 9221 E	$28.00	SM 9221F	Legend-AZ
Viruses*	$425.00	SM 9510	Legend-AZ
Enteric Viruses*	$425.00	SM 9510	Legend-AZ
Giardia and Cryptosporidium*	$375.00	SM 9711B	Legend-AZ
Ascaris lumbricoides	$150.00	SM 10550	Legend-AZ
Common tapeworm	$150.00	SM 10550	Legend-AZ
Entamoeba histolytica*	$300.00	SM 9711C	Legend-AZ

** Pump rental for viruses, Giardia, Cryptosporidium: $100/3 days. $35/add'l. day.*

2 **Inorganic Chemicals, Nutrients and Demand**

Acidity	No Bid	No Bid	No Bid
Alkalinity	$12.00	SM 2320B	Legend-AZ
Ammonia	$20.00	EPA 350.1	Legend-AZ
BOD	$36.00	SM 5210B	Legend-AZ
Bromide	$20.00	EPA 300.0	Legend-AZ
COD	$28.00	EPA 410.4	Legend-AZ
Chloride	$13.00	SM 4500 CL B	Legend-AZ
Chlorine	$12.00	HACH 8167	Legend-AZ
Chromium Hexavalent	$32.00	SM 3500 CR D	Legend-AZ
Color	$28.00	SM 2120B	Legend-AZ
Cyanide (amenable)	$40.00	SM 4500 CN G	Legend-AZ
Cyanide, (available)	$40.00	SM 4500 CN C	Legend-AZ
Cyanide (total)	$40.00	SM 4500 CN E	Legend-AZ
Fluoride	$13.00	SM 4500 FC	Legend-AZ
Hardness	$18.00	EPA 200.7 (Calc.)	Legend-AZ
TKN	$32.00	EPA 351.2	Legend-AZ
MBAS	$100.00	EPA 425.1	ESC
Nitrate	$27.00*	Calculation*	Legend-AZ
Nitrite	$12.00	SM 4500 NO2B	Legend-AZ
Oil and Grease	$80.00	EPA 1664A	Legend-AZ
TOC	$40.00	SM 5310C	Legend-AZ
Ortho-Phosphate	$13.00	EPA 300.0	Legend-AZ
Oxygen, dissolved	$15.00	EPA 360.1	Legend-AZ
pH	$8.00	SM 4500 HB	Legend-AZ
Phenols	$60.00	EPA 420.1	Turner Labs

RFP 10-126 - Water Wastewater Laboratory Services

	Phosphorus (total)	$25.00	EPA 365.3	Legend-AZ
	Residue (total)	$12.00	EPA 160.3	Legend-AZ
	TDS	$12.00	SM 2540C	Legend-AZ
	TSS	$12.00	SM 2540D	Legend-AZ
	Settleable Solids	$12.00	SM 2540F	Legend-AZ
	Residue, Volatile	$32.00	EPA 160.4	Legend-AZ
	Silica	$9.00	EPA 200.7	Legend-AZ
	Sodium Azide	No Bid	No Bid	No Bid
	Specific Conductance	$10.00	SM 2510B	Legend-AZ
	Sulfate	$13.00	EPA 300.0	Legend-AZ
	Sulfide	$20.00	HACH 8131	Legend-AZ
	Sulfite	$45.00	EPA 377.1	Legend-AZ
	Turbidity	$10.00	EPA 180.1	Legend-AZ
		* Calculation requires analysis of NO2+NO3 ($15) and NO2 ($12).		
3	**Metals**			
	Metals (ICP)	$9.00	EPA 200.7	Legend-AZ
	Metals (ICP-MS)	$12.00	EPA 200.8	Legend-AZ
	Metals (GFAA) (list metals and price)	No Bid	No Bid	No Bid
	Gold	$50.00	EPA 200.7/200.8	Legend-AZ
	Iridium	$50.00	EPA 200.7/200.8	Legend-AZ
	Mercury	$28.00	EPA 245.1	Legend-AZ
	Osmium	$50.00	EPA 200.7/200.8	Legend-AZ
	Palladium	$50.00	EPA 200.7/200.8	Legend-AZ
	Platinum	$50.00	EPA 200.7/200.8	Legend-AZ
	Rhodium	$50.00	EPA 200.7/200.8	Legend-AZ
	Ruthenium	$50.00	EPA 200.7/200.8	Legend-AZ
	Titanium	$9.00	EPA 200.7	Legend-AZ
4	**Aquatic Toxicity Bioassay**			
	Toxicity, Acute	$1,200.00	EPA 2002.0, 2000	ENSR/AECOM
	Toxicity, Chronic	$3,950.00	EPA 1002.0, 1000.0, 1003.0	ENSR/AECOM
5	**Organic Chemical**			
	Volatile organics GC/MS	$140.00	EPA 624	Legend-AZ
	Acrolein and Acrylonitrile	$90.00	EPA 624	Legend-AZ
	Phenols	$165.00	EPA 625	Legend-MN
	Benzidines	$165.00	EPA 625	Legend-MN
	Phthalate Esters	$165.00	EPA 625	Legend-MN

RFP 10-126 - Water Wastewater Laboratory Services

	Nitrosamines	$165.00	EPA 625	Legend-MN
	Organochlorine Pesticides and PCBs	$160.00	EPA 608	Legend-MN
	Nitroaromatics and Isophorone	$165.00	EPA 625	Legend-MN
	PAH	$165.00	EPA 625	Legend-MN
	Haloethers	$165.00	EPA 625	Legend-MN
	Chlorinated Hydrocarbons	$140.00	EPA 8260B	Legend-AZ
	2,3,7,8,TCDD (Dioxin)	$550.00	EPA 1613	Pace Analytical
	Tetra through Octa Chlorinated Dioxins and Furans	$900.00	EPA 1613	Pace Analytical
	Triazine Pesticides	$140.00	EPA 608 (Mod)	Legend-MN
	Base/Neutral and Acids (625 or 1625)	$300.00	EPA 625	Legend-MN
	Carbamates and Urea Pesticides	$140.00	EPA 531.2	Legend-AZ
	TPH	$80.00	EPA 1664A	Legend-AZ
	Ethylene Glycol	$100.00	EPA 8015B (Mod)	Legend-MN
	Organophosphorus Pesticides	$185.00	EPA 1657	Legend-MN
6	**Radio Chemistry**			
	Gross Alpha	$60.00	EPA 600/00-02	Radiation Safety
	Gross Beta	$60.00	EPA 900.0	Radiation Safety
	Total Radium	$220.00	EPA 903.0/904	Radiation Safety
	Radium 226	$90.00	EPA 903.1	Radiation Safety
7	**Other Wastewater Tests**			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate	$60.00	EPA 300.0	Legend-AZ
	1657	$185.00	EPA 1657	Legend-MN
	PCB's only	$140.00	EPA 608	Legend-MN
C.	**Hazardous Waste**			
1	**Microbiology**			
	Total Coliforms			
	Multiple Tube Fermentation	$68.00	SM 9221B	Legend-AZ
	Membrane Filter	No Bid	No Bid	No Bid
2	**Hazardous Waste Characteristics**			
	Corrosivity			
	pH determination	$8.00	EPA 9045D	Legend-AZ
	Corrosive to steel	No Bid	No Bid	No Bid
	Dermal	No Bid	No Bid	No Bid
	Ignitability	$30.00	EPA 1010A	Legend-AZ
	Reactivity	No Bid	No Bid	No Bid

RFP 10-126 - Water Wastewater Laboratory Services

3	**Sample Extraction Procedures**		
	Extraction procedure toxicity 1310A	No Bid	No Bid	No Bid
	TCLP 1311*	$80.00*	EPA 1311	Legend-AZ, -MN
	1320	No Bid	No Bid	No Bid
	1330A	No Bid	No Bid	No Bid
	SPLP 1312	No Bid	No Bid	No Bid
	Specific conductance	$10.00	EPA 9050A	Legend-AZ
	** Metals and semi-volatiles only. Herbicides: $100/sample; VOCs: $140/sample.*			
4	**Sample Prep for Metals**			
	(explain reason(s) for prep and cost)*	$12.00	EPA 3010A, 3050B	Legend-AZ
	** Digestion required by method prior to analysis.*			
5	**Inorganic Chemical**			
	Metals (ICP)	$9.00	EPA 6010B	Legend-AZ
	Metals (ICP-MS)	$12.00	EPA 6020B	Legend-AZ
	Metals (GFAA) (list metals and price)	No Bid	No Bid	No Bid
	Chromium Hexavalent	$50.00	SM 3500 CR D	Legend-AZ
	Mercury	$28.00	EPA 7470/1A	Legend-AZ
	White Phosphorus	No Bid	No Bid	No Bid
6	**Sample Preparation and Extraction**	Included in the price of the analysis		
7	**Sample Cleanup**			
	(explain reason(s) and cost)	No Bid	No Bid	No Bid
8	**Organics Chemicals (includes extraction)**			
	EDB and DBCP	No Bid	No Bid	No Bid
	Nonhalogenated Volatile Organics	$100.00	EPA 8015B	ESC
	Volatile Organics	$160.00	EPA 8260B	Legend-AZ
	Organochlorine Pesticides	$180.00	EPA 8081A	Legend-MN
	PCB's	$120.00	EPA 8082	Legend-MN
	PCB's in oil	$120.00	EPA 8082	Legend-MN
	PAH	$170.00	EPA 8270C	Legend-MN
	Semivolatile	$300.00	EPA 8270C	Legend-MN
9	**Miscellaneous**			
	Cyanide	$40.00	EPA 9014	Legend-AZ
	TOX	$90.00	EPA 9020B	ESC

RFP 10-126 - Water Wastewater Laboratory Services

	Sulfides	$28.00	HACH 8131	Legend-AZ
	Sulfate	$20.00	EPA 300.0 (MOD)	Legend-AZ
	pH	$8.00	EPA 9045D	Legend-AZ
	Specific Conductance	$10.00	EPA 9050A	Legend-AZ
	TOC	$60.00	SM 2540G	Legend-AZ
	Phenolics	$170.00	EPA 8270C	Legend-MN
	Oil and Grease	No Bid	No Bid	No Bid
	Nitrate	$20.00	EPA 300.0 (MOD)	Legend-AZ
	Nitrite	$20.00	EPA 300.0 (MOD)	Legend-AZ
	Chloride	$20.00	EPA 300.0 (MOD)	Legend-AZ
	Bromide	$30.00	EPA 300.0 (MOD)	Legend-AZ
	Fluoride	$20.00	EPA 300.0 (MOD)	Legend-AZ
	Paint filter	$12.00	EPA 9095A	Legend-AZ
	Ortho Phosphate	$20.00	EPA 300.0 (MOD)	Legend-AZ
10	**Asbestos**			
	Fiber Counting	No Bid	No Bid	No Bid
	Bulk Asbestos	$25.00	EPA 9002	Legend-MN
11	**Radiochemical**			
	Gross Alpha and Beta	$120.00	EPA 600/00-02, 900.0	Radiation Safety
	Alpha-Emitting Radium Isotopes	$360.00	EPA 903	Radiation Safety
	Radium-228	$400.00	EPA 904	Radiation Safety
12	**Other**			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate	$100.00	EPA 300.0 (MOD)	Legend-AZ
D	**Air and Stack Parameters**			
1	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	No Bid	Normal 5 day TAT	No Bid
		No Bid	3 day Rush	No Bid
		No Bid	24 hour Rush	No Bid
E	**Miscellaneous - Other Related Services not Listed Above**			
	Algae Identification	$100.00	Microscopy	Legend-AZ
	Flash Point	$30.00	EPA 1010A	Legend-AZ
	W/W 503 sludge *(* Fecal coliform only)*	$68.00*	Sm 9221E	Legend-AZ
	MIB/Geosmin	$375.00	SM 6040D	Legend-AZ
	NDMA	$300.00	EPA 625	Legend-AZ
	Endocrine disruptors	$390.00	UL Method L200	Underwriter's Labs

RFP 10-126 - Water Wastewater Laboratory Services

Bacterial Identification	$75/hour	Microscopy	Legend-AZ
Detergent Suitability	$100.00	SM 9020B	Legend-AZ
Water Suitability	$200.00	SM 9020	Legend-AZ
Iron Bacteria	$75.00	SM 9240B	Legend-AZ
Legionella pneumophila	$105.00	SM 9260J	Legend-AZ
Pseudomonas aeruginosa	$35.00	SM 9213F	Legend-AZ
Sulfate-reducing Bacteria	$95.00	SM 9240D	Legend-AZ
Bacillus anthracis (Anthrax)	$125.00	CDC Pres. ID	Legend-AZ
Culturable Fungi (Count and ID)	$45.00	Microscopy	Legend-AZ
Naegleria fowleri	$500.00	ELISA	Legend-AZ

RFP 10-126 - Water Wastewater Laboratory Services

Discount off list price for supplies and services not referenced on price sheets. This includes the following:

Uniform charge and surcharge pricing for:

- Routine analyses for all parameters listed in the program tables.
- Rush analyses – 24 hour, 48 hour, 72 hours, and 7 day.
- Weekend and holiday analyses
- Emergency analyses

Complete list price sheets will be required within 10 workings days upon notification of award.

List price sheets may be submitted on CD/DVD or Internet web-site.

Please add additional pages for multiple discounts.

Discounts

20% discount off all list prices for analyses performed by LEGEND-AZ or -MN

RUSH Surcharges: 24-hour - 100%; 48 hour - 75%; 72-hour - 50%, 7-day - 10%.

Surcharge: 100%.

Surcharge: 300%; $300 minimum invoice.

RFP 10-126 - Water Wastewater Laboratory Services

REQUEST FOR PROPOSAL CITY OF TEMPE

REQUEST FOR PROPOSAL : 10-126

RFP ISSUE DATE: 3/15/2010
Commodity Code(s): 109-06; 092-23; 036-23

PROCUREMENT DESCRIPTION: Water Wastewater Laboratory Services

PROPOSAL DUE DATE/TIME: **Tuesday, April 13, 2010, 3:00 P.M. Local Time**

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Friday, April 2, 2010, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings , CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480.350.8617
Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page **www.tempe.gov/purchasing**) and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, ___ additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

MG
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: _____

Company Mailing Address: _____

City: _____ State:_____ Zip:_____

Contact Person: _____ Title: _____

Phone No.: _____FAX:_____E-mail:_____

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: _____ or

Arizona Use Tax No.:_____

Federal I.D. No.: _____

City & State Where Sales Tax is Paid: _____, _____

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:_____

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) _____

Title of Authorized Individual (TYPE OF PRINT IN INK)_____

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offeror **Date**

Form 201-B (RFP)

(H:/RFP 3-2008)

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).

   B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.

   C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal offer or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A. "City" means the municipal corporation of the City of Tempe, Arizona.

B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.

G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.
It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

A. Determine in greater detail such Offeror's qualifications;

B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:

   A. The submission of the vendor's proposal offer response did not involve collusion or other anti-competitive practices.

   B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and convenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.

F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/SAVE/save-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    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. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

    A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

        ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience**: The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail 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 the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the 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 Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. 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 acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for pubic inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **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.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **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.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

    The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal offer in response to this Request for Proposal to be valid and irrevocable for 120 days after the proposal opening time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.

7. **Pricing:**

   A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed

   B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.

   C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.

8. **Price Adjustment:**

   A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

D. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

9. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

10. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.

11. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

12. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole 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 with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident 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 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

F. 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.

G. Waiver. The policies, including workers' compensation, 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 or services of the Contractor.

H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe 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 Contract.

13. **Contractor's Pollution Liability:** Contractor's pollution liability coverage with project-specific limits of $1,000,000 per loss and a $2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of the Contractor as specified In the contract's scope of work and which shall include:

    i. Bodily injury sickness, disease, death, mental anguish or shock;

    ii. Property damage, including physical injury, to or destruction of property Including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and

    iii. Defense costs, including charges and expenses for investigation and claims adjustment.

14. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

15. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

    Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.

16. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six -(6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

17. **Sub-Contractor(s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

18. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.

Scope of Work

The Cities of Tempe, Glendale and Scottsdale are issuing this Request for Proposal to establish contracts for analytical testing of water, wastewater, solid wastes, and special projects for: nutrients, biologicals, metals, non-metals, organics, and radiochemicals with qualified licensed environmental laboratories. The term of any resulting contract shall be for one (1) year with an opportunity to renew for an additional four (4) years as provided for within the Special Terms and Conditions Section of this Request for Proposal (RFP). Renewals shall be executed when contractor has provided high quality service with demonstrated cost containment efforts.

The cities of Tempe, Glendale and Scottsdale in this RFP will be known as the "City or Cities".

Multiple awards may be made to ensure that any ensuing contracts allow the city to fulfill current and future requirements.

Minimum Requirements:

In order to be considered for a contract award, the information provided by contractor to this RFP shall establish that the bidder meets the following minimum requirements:

- Firm must have current Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure.
- Firm must have acceptable water pollution (WP), water supply (WS), and/or EPA QC proficiency results.
- Firm must have a Quality Assurance/Quality Control Plan.

RFP Communications/Inquiries

Upon release of this RFP, all communications shall be directed in writing via Email to the Procurement Officer listed below. No other agency official or employee is empowered to speak for the City with respect to this procurement. Unauthorized contact with any employee of any department within the City of Tempe may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding on the City.

Following the Proposal submittal deadline, proposers shall only contact the Procurement Officer.

Mr. Ted Stallings
CPPB, Procurement Officer
Tempe Procurement Office

ted_stallings@tempe.gov

Mailing Address
P.O. Box 5002
Tempe, Arizona 85280
or
Street Address
20 E. Sixth Street
2nd Floor
Tempe, Arizona 85281

Project/Job Commencement

Awarded contractor shall not commence work on any part of the project without first receiving a Contract Award Notice from the City's Procurement Office.

Specifications

Background

The Safe Drinking Water Act (SDWA), Hazardous waste (RCRA), National Pollutant Discharge Elimination System (NPDES) permits, Aquifer Protection Permit (APP) and Industrial Pretreatment Program (IPP) require the City of Tempe to perform a multitude of analytical tests to insure compliance with Federal, State, and Local regulations. The complexity of testing, specialized equipment requirements and sampling requirements are continually increasing.

Analyses required must conform to all NPDES, APP, RCRA, SDWA, Clean Water Act (CWA), Clean Air Act (CAA), or other State and/or Federal mandated requirements. Laboratories performing such tests must meet and adhere to Arizona Department of Health Services (ADHS) Laboratory Licensure requirements as defined under Chapter 4.3 of Title 36 of the Arizona Revised Statutes.

Services to be provided

The Contractor shall conduct environmental testing and analysis as requested by the City for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Hazardous waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program and special projects. Additionally, the EPA requires the City to participate in Unregulated Contaminant Monitoring Rule 2. The Contractor shall, to the satisfaction of the Water Utilities Department and Procurement Office, provide the following services as specified below:

Sample Containers

The Contractor shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. Reagent grade preservatives shall be added to the appropriate sampling container by the laboratory prior to field sampling. Sample containers shall be pre-labeled identifying the analyses types requested and preservatives used. The sample label information provided by the City will correspond to information contained in the chain of custody forms and shall include: the Contractor name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. The contractor shall supply any necessary trip blanks. The contractor shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

Chain of Custody

The Contractor shall provide chain of custody forms and chain of custody seals for bottles and coolers. The City of Tempe will provide its own chain of custody forms for all pretreatment, storm water, groundwater, hazardous waste, and other samples generated by the Environmental Services Section. One chain of custody form shall accompany each sample set sent to the laboratory. A copy of the completed chain of custody for each sample set shall be included at the end of each individual analyses report. The Contractor and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

Transportation

The Contractor shall provide for delivery of sample sets and pickup of field samples to and from the City. Field samples shall be picked up as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of the City's request. Fecal coliform samples shall be picked up within two (2) hours of the City's request. The Contractor shall deliver sample bottles no later than forty-eight (48) hours after the City's request. The Contractor shall provide all necessary shipping containers.

Sample Control

Any sample or trip blank received by the laboratory in unacceptable condition, or rendered unacceptable for analyses while in the possession of the laboratory, shall be reported to the appropriate City Project Manager or their designee within forty-eight (48) hours of loss of sample.

The City reserves the right to recover cost of re-sampling due to Contractor error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to the Contractor at the rate of the City's cost plus standard overhead cost or $100, whichever is greater. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

Laboratory Services and Analytical Requirements

All analyses must use current and future federal and Arizona Department of Health Services approved test methods for 1) drinking water, 2) hazardous waste, 3) wastewater, and 4) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical methods). The Contractor must meet detection limits required by Local, State, and Federal regulations. The Contractor shall submit a copy of their Quality Assurance/Quality Control (QA/QC) manual along with the bid. The City reserves the right to request and be given copies of subcontractor(s)s QA/QC manuals within three working days. The Contractor and subcontractor manual(s) must provide, at a minimum, details on the Contractor's and subcontractor's procedures concerning:

- sample preservation, holding times, and sample containers used
- chain of custody procedures sample receipt and tracking
- review and reporting of results
- laboratory record keeping procedures
- organizational chart of laboratory management
- maintenance and calibration of instruments
- use of standard reference materials in analysis
- internal QC program
- corrective action of QC problems
- determination of method detection limits (Refer to 40 CFR 136, Appendix B, as revised)
- Minimum Reporting Levels (MRL)
- sample bottle preparation and QC testing program
- resumes of key laboratory personnel
- list of parameters for which they hold ADHS license and certification
- describe use of and procedures for data flags/qualifiers

Quality control tests and checks for precision, accuracy and control of method will be conducted on a ten percent (10%) basis, or per batch if less than ten (10) samples are submitted. The Contractor and any subcontractors shall use City of Tempe samples designated for QC for duplicate, trip blank, and matrix spike purposes. The lab shall provide as part of the quality control all calibration curves and check sample data.

A full description of any anticipated or realized problem areas shall be communicated to the City's Project Manager or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. Analytical or sample problems encountered subsequent to the analysis of any sample shall also be immediately communicated via telephone or fax to the City’s Project Manager or designee, followed by written communication with the sample results. Results indicating exceedance of SDWA MCL's and/or triggers and/or NPDES/APP/Reuse Permit limits shall be immediately communicated via telephone or fax to the City Project Manager or designee, followed by written communication with the sample results. All verbal and written notification about results that are not final shall include designation as "preliminary" and documentation of QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by the City shall not be invoiced and paid under this Agreement.

Holding Times

The laboratory shall notify the appropriate City Project Manager or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The decision on analysis of such samples will be made upon notification. The City reserves the right to recover cost of re-sampling due to the Contractor failing to meet sample holding times, provided that the Contractor has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where the Contractor will only be liable if the Contractor was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to the Contractor at the rate of the City's cost plus standard overhead cost or $100, whichever is greater. The current (7/05) overhead rate is $54.19 per hour.

Written Reporting of Analysis Results

Hardcopy and electronic copy final reports for drinking water sample results shall be submitted to the appropriate City Project Manager or their designee within twenty (20) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for lakes, stormwater, wastewater, and hazardous waste sample results shall be submitted to the appropriate City Project Manager or their designee within fifteen (15) working days of laboratory receipt of each sample.

Hardcopy and electronic copy final reports for air sample results shall be submitted to the appropriate City Project Manager or their designee within five (5) working days of laboratory receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

The Contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blanks, MS/MSD, reagent blank and trip blank results for each applicable constitute requested.

Each individual analysis report shall include the following:

a. Cover letter, including all laboratory information ie. Laboratory name, address, phone number, contact person, etc.

b. Case Narrative, Explaining any corrective actions, any subcontractors, and/or any problems that may have occurred.

c. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of analysis, analyst, and analysis method.

d. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.

e. Chain of custody as submitted, plus subcontractors chain of custody if applicable.

f. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms in addition to the Contractor's standard reporting form.

The Contractor shall be responsible and liable for a written communication of any miscalculation or error in analytical results to the appropriate City Project Manager or their designee. The Contractor shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. All reissued reports shall be labeled "revised" and include an explanation of the revision in the cover letter or case narrative. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results.

The City has the right to enforce penalties for late sample results. A three percent (3%) per day penalty per report may be charged to the Contractor for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. The Contractor will be held liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against the City of Tempe by the State or Federal government due to late submittal of analysis results that are the due to the Contractor exceeding the above specified delivery times shall be paid by the Contractor.

Electronic Transfer of Reporting Results

All laboratory results shall be issued electronically to the City of Tempe with the hard copy reports. The submittal of electronic data is not intended to be meant as a relief for the requirement of hard copy reports.

The data will be supplied in the choice of formats desired by the City of Tempe Environmental Services Section samples for analysis. This format shall include but is not limited to the following: Excel 5.0, Excel 7.0, ASCII Text Delimited, Access 2000, and Access 7.0.

Verification that electronic data is not duplicated shall be completed by the laboratory. Either an electronic or hard copy list of sample reports issue shall be maintained for review by the City. This report shall include the City of Tempe Chain of Custody ID Number (Tempe lD), the laboratory accession number (Accession lD), and date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated. The applicable charge out rate will be used to calculate this charge. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the Contract Laboratory.

Record Keeping and Retention

The Contractor shall maintain documentation of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall provide a copy of any requested report within two (2) business days if requested by the City.

If the laboratory can no longer maintain the data, the City reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.

Because of the potential for litigation involved with these samples, the Contractor shall retain all samples for at least 45 days after the postmarked date of final analysis report. These samples are still subject to chain of custody procedures until final disposal. The City reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the City.

The Contractor shall maintain the integrity of the City samples at all times.

Project Manager

All correspondence dealing with issues related to work completed under this contract shall be directed to the appropriate City Project Manager or their designee.

These names and addresses of the City Project Managers will be announced at the time of contract award.

The Contractor shall provide a laboratory project manager to act as liaison to the City. This person must be designated and shall be responsible for all City work under this contract. The Project Manager shall be considered one of the Key Personnel as per the Special Terms and Conditions of this IFB.

Contractor Capability and Capacity

During the term of this Contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. The Contractor and any and all subcontractors shall provide for access by City and State personnel and their authorized representatives to audit the lab to ensure the accuracy and precision of laboratory results related to the work performed.

State of Arizona Certification/Environmental Protection Agency Approvals

The Contractor and any and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA. The Contractor shall submit copies of such licenses and those of its sub-contractors with bid responses.

The Contractor shall provide copies of certification to the City upon execution of the contract and any renewal thereof. Contractor shall provide to the City notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

EPA/ADHS Quality Assurance/Quality Control

The Contractor and any and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. The most current proficiency results shall be submitted along with the bid. Additionally, the contractor shall provide copies of the last two (2) audit reports by ADHS or EPA and associated responses and resolution.

Proficiency Samples

The City may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

The lab will be required to submit a QA/QC report on any deficiencies and the corrective action associated with the proficiency samples on an individual sampling period basis.

The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in cancellation of the contract.

The City shall, at different times, split samples with another lab.

Disposal

The contractor shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

Invoicing

Invoice Number, Accession Number, Date of Invoice, Customer Number, City's ID, Project Name, Authorization Name, Project Number, Date Samples Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total, and Remit Amount.

Individual hard copy laboratory reports shall include a separate invoice. This invoice shall include the following information:

Payment

The Cities of Glendale and Tempe will issue payment via City Procurement Card.
The City of Scottsdale will issue payment via check.

Pre-award Audit and Interview

Prior to award, the City may choose to audit the Contractor's laboratory. The Contractor shall provide access by the City to audit the laboratory to ensure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the City may hold an informal interview with laboratory staff members regarding policies and procedures. If a substantial problem, inconsistencies with stated equipment, procedures, or policies, or lack of infrastructure to meet the City's work load are found during this audit, the audit team may find the contractor non-responsive.

Multiple Analytical Methods

If an analyte can be tested by more than one method, include in the price list separate line items showing the price and reporting limit. For example:

- Metals can be analyzed by 200.7, 200.8, and 200.9
- Uranium can be analyzed by 200.8 and radiochemistry methods

Compliance with Laws

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract, and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but so not require and amendment.

Sub-Contractor

A subcontractor is defined as a laboratory with a different ADHS license

Contractor will be fully responsible for all acts and omissions of any sub-contractor and of persons directly or indirectly employed by any sub-contractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of City to pay or see to the payment of any money due any sub-contractor, except as may be required by law.

Contractor will be fully responsible for all late reports and fees as a result of the sub-contractor laboratory inability to submit reports on time.

City of Tempe reserves the right to approve all sub-contractor(s). Contractors are responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured in addition to the City of Tempe on all required insurance documents.

Safety Standards

Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all City of Tempe, Maricopa County, State of Arizona and Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated there under.

Proposal Checklist For Submittals and Submittal Guidelines

_____ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).

_____ Eight (8) complete hard copies of the proposal.

_____ One (1) complete DVD/CD copy of the proposal.

_____ Proposal Questionnaire has been completed and included.

_____ Questionnaire exhibit (s) Copy of each exhibit must be included in Complete original, copies and DVD/CD

- Firm's Quality Assurance/Quality Control Plan.
- Identify subcontractors and identify analytical tests for each.
- Firm's and identified sub-contractor(s) Arizona Department of Health Services (ADHS) or Environmental Protection Agency (EPA) Licensure.
- Firm's and identified sub-contractor(s) 2008 to present proficiency results inclusive of a copy of corrective action letter sent to ADHS in response to any performance deficiencies for the referenced timeframe.
- Firm's last two (2) audit reports by ADHS or EPA and associated responses and resolution.
- Firm's standard invoice form.

_____ Price Information completed and included. Must be submitted in **Microsoft Excel format.**

_____ Any addendum(s) have been included

Submittal Guidelines

Each Proposer shall submit one (1) tabbed, original signed and completed Proposal response and eight (8) complete hard copies of the proposal and one (1) CD's containing the complete Proposal response copies for evaluation purposes. The City requests that Proposal page count be kept to a minimum and that only information that is pertinent to this RFP be included. Each of hard copies and CD copies must be indexed or tabbed in the manner prescribed below.

1. Vendor's Proposal Offer" (Form 201-B) and Addendums
2. Proposal Questionnaire
3. Questionnaire exhibit(s)
4. Price Information completed and included. Must be submitted in **Microsoft excel format.**
5. Any addendum(s) have been included

Evaluation Criteria

Proposal responses will be evaluated through a two phase process.

Phase one - Evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Phase two - After proposal responses have been scored, the evaluation committee will determine if any firms should be removed for non-susceptibility based on their overall score within the competitive range established via the initial scoring process. Those firms retained may be invited for negotiations, site visits, and Best and Final offers.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

The information and answers provided by firms to the Proposal questionnaire and the Proposal Checklist will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work the City may rely on additional resources beyond the information provided by the firm as part of this submittal process.

	Award Criteria	Weight	X	Rating	=	Value
1.	Firm's Profile and Qualifications ▪ Designated Contract Manager experience and expertise. ▪ Experience providing water wastewater laboratory services. ▪ Contractor (and subcontractors, if used) experience and expertise. ▪ Etc.	5	X	_____	=	_____
2.	References ▪ Ability of references to demonstrate a level of competence in services offered under the RFP. ▪ Etc.	4	X	_____	=	_____
3.	Ability to meet the City's Needs and Response times ▪ Environmental laboratory capabilities ▪ Turn around times ▪ Etc.	4	X	_____	=	_____
4.	Pricing ▪ Unit Pricing	4	X	_____	=	_____
5.	Overall response of RFP. ▪ Did the vendor's proposal provide all the necessary information requested in the RFP professional manner. ▪ Did the proposal cause doubt regarding its ability to complete the necessary services/tasks. ▪ Was the proposal easy to understand and did it provide answers to questions or create more questions ▪ Acceptance and Compliance of RFP Terms and Conditions. ▪ Etc.	3	X	_____	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding . . .	7
	6
Good	5
	4
Average . . .	3
	2
Poor	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Addendum to Solicitation

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 ● www.tempe.gov/purchasing

This addendum will modify and/or clarify:	Solicitation No.:	10-126
and is	Addendum No.	1
	Procurement Description:	Water Wastewater Laboratory Services

The bid due date is hereby changed from Tuesday, April 13, 2010 to **Friday, April 23, 2010**. The proposal opening time remains unchaged at 3:00 P.M. (MST).

A second addendum will be issued shortly that will clarfy the questions submitted to date.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NAME OF COMPANY	BY NAME (please print) TITLE
ADDRESS (or PO Box)	TELEPHONE
CITY STATE ZIP	AUTHORIZED SIGNATURE

Addendum to Solicitation

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 ● www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: 10-126

and is Addendum No. 2

Procurement Description: Water Wastewater Laboratory Services

The following represents all questions and corresponding answers (in bold) received to date:

1.	Payment, Page 29, Does the City use MC, Visa or some other payment card? If other than MC or Visa please provide a description and/or process to facilitate providing this service. **The City's of Glendale and Tempe use MC. Contractor shall e-mail annual invoice(s) weekly or bi-weekly to the City. Contract may not charge the City Procurement Card assigned to the contract no earlier than five (5) business days after invoice(s) was e-mailed to the City. Credits will be issue to the same Procurement Card within the same billing cycle Contractor is advised by the City of a billing error or the Contractor finds a billing error. Contractor is required to notify the City of any billing errors prior to issuing credit.**
2.	Pricing, Page 18 7b and c, Please describle "system proposal". Is this applicable to laboratory testing or, as an explample. More generally used for procurement of engineering services? **Paragraphs B and C relate more to system level purchases and are not applicable to this RFP.**
3.	Questionnaire, Item 4, Submit seven (7) or eight (8) copies of firm's and identified sub-contractor(s)ADHS or EPA Licensure." **Please submit eight (8) copies.**
4.	RFP Price Sheet, Will a proposer be able to submit by line item, section A, B, C,D and or/E (Drinking Water, Wastewater, Hazwaste, Air and Stack Parameters and Miscellaneous) or any combination of sections from one up to and including all sections? **Proposer may bid by line item.**
5.	RFP Price Sheet, Section A, Organic Chemicals. Please list the compounds included for each of the following requested groups of organic chemicals or does the City default to the Safe Drinking Water Act list of regulated compunds? **The City adhears to the Safe Drinking Water Act defaults.**
6.	RFP Price Sheet, Section A, number 9 and 10. Tempe, Glendale and Scotsdale have either completed UCMR 2 testing by contract award. Therefore none of the Cities will be olbigated to do this testing during the term of contract. Shouldn't this group of tests be removed from the RFP? **The City requests that firm's provide pricing for number 9 and number 10.**

7.	RFP Price Sheet, The fee pages are set for 8 ½ by 14, can they be reissued in an 8 ½ by 11 format? **The City will not reissue the price sheets in 8 ½ by 11. Firm's may choose to submit RFP pricing on 8 ½ by 11 size page, however all information must submited and easly read.**
8.	Is the City's risk management staff available prior to the RFP submittal date to speak directly with the proposer's staff in order to more expediently exchange views regarding terms and conditions? **No**
9.	Will there be a period after award for terms and conditions to be negotiated between the City and Contractor? **Terms and Conditions will be negotiated prior to award of contract.**
10.	Based on this RFP being a binding contract between contractor and the cities of Tempe, Glendale and Scottsdale, contractor would like to request that the City negotiate a final agreement with more reasonable terms and conditions for each party. **The RFP will be the contract/governing document of any resulting contract(s), with exception to the Terms and Conditions that are negotiated.**
11.	Is the City planning on issuing another contract in addition to the RFP? If so, will it override any conflicting terms and conditions of the RFP? **The City has no intention of issuing a separate contract and will use the RFP and firms' offer to represent the formal contract.**
12.	Will the final contract documents limit the services that can be procured to lab services? **Services are limited to those outlined in RFP and those related services offered by the contractor and approved by the City.**
13.	Will the City consider revising the payment provisions to reflect more definitive payment terms? **The City will endeavor to pay net 30. Please submit payment terms your firm desires.**
14.	Will contractor have the ability to charge interest on late payments? **The City does not pay late fee's, as the funds used are taxpayer dollars.**
15.	Will the City give contractor an opportunity to negotiate certain contractual terms and conditions such as a limitation of liability, a waiver of consequential damages, or the legal standard of care applicable to the services? **Firms' may take exception to terms and conditions. However, any exceptions taken will be evaluated for appropriateness and may cause the offer to be downgraded in evaluation points based on the nature of clarification.**

16.	Will the City consider revising the indemnification obligations to a negligence standard such that contractor is not legally liable for the acts of the City, and that subcontracts must have a similar provision requiring a subcontractor to indemnify the City and contractor? **Firms' may take exception to terms and conditions. However, any exceptions taken will be evaluated for appropriateness and may cause the offer to be downgraded in evaluation points based on the nature of clarification.**
17.	Will the City consider revising the insurance provisions to reflect the contractor will flow down these obligations to any subcontracts rather than adding subcontractors to our insurance policies? **Firms' may take exception to terms and conditions. However, any exceptions taken will be evaluated for appropriateness and may cause the offer to be downgraded in evaluation points based on the nature of clarification.**

Please note that exceptions to the Terms and Conditions of the RFP will effect over all score of firm

*****Please be sure to sign and return this addendum with the submitted proposal package.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NAME OF COMPANY	BY NAME (please print) TITLE
ADDRESS (or PO Box)	TELEPHONE
CITY STATE ZIP	AUTHORIZED SIGNATURE

CITY COUNCIL REPORT

SUBJECT:
Construction Contract Award - Renovation Solutions Group, Inc. - Western Ave Business Renovation Program

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council approval is sought to enter into a contract with Renovation Solutions Group, Inc. in the amount of $108,487 to complete improvements to the exterior of Western Avenue businesses. The work consists primarily of construction and installation of general renovations and correction of City Code violations to buildings located on Western Avenue between Dysart Road and Central Avenue. The purpose of the Project is to improve the visual appearance of buildings along Western Avenue while preserving their unique and original Old Town main street character.

BACKGROUND:

The Neighborhood and Family Services Department in conjunction with the Finance Department conducted an Invitation For Bids (IFB) process through which Renovation Solutions Group was determined be the lowest qualified bidder. The Business Renovation Program will be funded with 2009/2010 CDBG funds. Through the program, the City of Avondale is providing grants to owners of 7 businesses along Western Avenue to make improvements to exteriors of their building and to correct code violations. Renovations may include exterior painting, business signs, awnings, windows, doors, canopies, exterior lighting, handicapped accessibility, canopy repair and installation, architectural enhancements, architectural and design fees, repairs to exterior walls, and corrections of code violations.

The program began in early 2009 with outreach to all businesses along the Western Avenue target area. Interested business owners met with City staff to discuss their project. Businesses also worked with the Maricopa Community College Small Business Development Center (SBDC) staff to prepare business plans in order to qualify for the program. Other program requirements include being current on taxes, having a City of Avondale business license, and compliance with City codes. Circle West Architects was contracted to design the improvements for each building and supervise construction. The designs were reviewed with Council on May 3, 2010. The business renovation grants will be forgiven over a five year period contingent upon continued maintenance of the building. A lien will be placed on the property to secure the 5-year term of the grant.

DISCUSSION:

Staff has worked with Circle West Architects and owners of properties on Western Avenue to prepare design concepts for exterior renovations to be funded by the federal CDBG program. These improvements will support recent public and private investments made along Western Avenue including the streetscaping improvements and narrowing of Western Ave, the Sam Garcia Library and Sterling Plaza West development.

BID PROCESS:

There have been two Invitations for Bid (IFB) for this project. The first IFB Requests-for-Bid notices were originally published in the West Valley View and the West Valley Business on February 23 and March 2, 2010, and the Arizona Business Gazette on February 25th, 2010. Neighborhood and Family Service Department held a pre-bid meeting on March 3, 2010, with a bid deadline and bid opening of March 25th, 2010. On March 25th there were no bids submitted.

Consequently, the second IFB Requests-for-Bid notices were again published in the West Valley View on May 28th and June 4, 2010, and the Arizona Business Gazette on June 3, 2010. A pre-bid meeting was held on June 14, 2010. An addendum was added providing lead paint survey results, moving the bid opening date to August 5th, 2010. At that time, the bid package was reviewed and three (3) bidders met the bidding requirements. The three (3) firms meeting the bid requirements and the amount of their bids are as follows:

Cholla Managing Group	$177,899
Edge Construction	$199,563
Renovation Solutions Group	$108,487

See the attached Bid Tabulation Sheet for a detailed, bid item breakdown of each submitted bid.

With a bid of $108,487.34, Renovation Solutions Group, Inc. was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Renovation Solutions Group to be competent and qualified for this project. Renovation Solutions Group has successfully completed similar work for other local government agencies.

The project is scheduled to be completed within ninety days of issuance of the Notice to Proceed. The contract is on file with the City Clerk.

BUDGETARY IMPACT:

A total of $176,704 of 2009-2010 Community Development Block Grant (CDBG) funding has been allocated for this project.

RECOMMENDATION:

Staff recommends that the City Council approve the contract with Renovation Solutions Group, Inc. for the amount of $108,487.

ATTACHMENTS:

Click to download

- Bid Tabulation, Western Ave Renovation Project

CITY OF AVONDALE BID TABULATION
NFS 10-049.2 - Western Avenue Renovation Project
BID OPENING DATE: August 5, 2010

Item No.	Description of Materials and/or Services	Qty	Unit	Cholla Managing Group Total Price	Edge Construction Total Price	Renovation Solutions Group Total Price	ARCIS Builders Total Price
1	General Conditions	1	EA	$3,595.00	$22,848.00	$4,017.00	$17,760.00
2	Demolition	1	EA	$3,925.00	$3,330.00	$1,854.00	$13,825.00
3	Doors & Windows	1	EA	$19,379.50	$8,875.00	$4,377.50	$15,000.00
4	Painting	1	EA	$9,550.01	$28,025.00	$6,411.75	$4,600.00
5	Signage	1	EA	$15,631.78	$14,467.00	$15,809.32	$15,528.00
6	Awnings	1	EA	$37,201.20	$36,081.00	$16,850.80	$21,335.00
7	Lighting	1	EA	$7,431.45	$13,328.00	$9,343.13	$10,000.00
8	Structural	1	EA	$0.00	$0.00	$721.00	$250.00
9	Miscellaneous	1	EA	$14,520.00	$9,974.00	$13,534.20	$300.00
10	Indirect Costs (GC Fee, Sales Tax, Insurance, General Conditions)	1	EA	$35,672.69	$21,922.14	$17,152.85	$28,958.00
11	Contingency (20%)	1	EA	$29,192.32	$39,912.53	$18,014.31	$25,511.20
12	Estimated Permit Fees	1	EA	$1,800.00	$800.00	$401.50	$2,400.00
	SUBTOTAL			$177,898.95	$199,562.67	$108,487.36	$155,467.20
	TAXES (As Applicable)						
	TOTAL SUBMITTED BY BIDDER			$177,898.95	$199,562.67	$108,487.36	$155,467.20

SUMBITTAL REQUIREMENTS INCLUDED	Cholla Managing Group	Edge Construction	Renovation Solutions Group	ARCIS Builders
Complete IFB	Yes	Yes	Yes	No
Offer Sheet	Yes	Yes	Yes	Yes
Price Sheet(s)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Licenses	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes
Federal Requirements	Yes	Yes	Yes	No
Acknowledgment Addendum 1	Yes	Yes	Yes	No
Acknowledgment Addendum 2	Yes	Yes	Yes	No

CITY COUNCIL REPORT

SUBJECT:
Resolution 2927-910 - First Amendment to Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Christopher Lopez

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing the first amendment to the Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five and authorize the Mayor or City Manager and City Clerk to execute the necessary documents

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by a voter initiative to support a voluntary system of early care and education. The objective is to provide an array of programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making funding and strategy recommendations to the First Things First Board.

DISCUSSION:

The scope of work for the grant was negotiated to address the priority areas of the Regional Council and to enhance services provided out of the Care 1st Center. These include three areas of service provision: parenting education, early literacy services, and emergency food boxes for families with young children. The services will be provided to residents of Southwest Maricopa County. Proposed amendments to the agreement include:

- Contract renewal for a total award amount of $209,352 for FY 2010 - 2011
- Responsible to adhere to First Things First's updated Standards of Practice
- Removal of contract requirement to provide family education services to the Town of Gila Bend for the provision of parenting skills education and resource coordination and $75,000 in funding awared in the previous year's agreement.

See the attached Contract Renewal Notification document.

BUDGETARY IMPACT:

There is no match funding required and no impact on the General Fund.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the first amendment to the Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2927-910

RESOLUTION NO. 2927-910

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE GRANT AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO ENHANCEMENT OF SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The First Amendment to the Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council relating to enhancement of services at the City of Avondale Family Resource Center (the "First Amendment") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the First Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2927-910

[First Amendment]

See following pages.

FIRST AMENDMENT
TO
GRANT AGREEMENT
GRA-RC007-10-0008-01
BETWEEN
ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD
a/k/a
FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL
AND
THE CITY OF AVONDALE

THIS FIRST AMENDMENT TO GRANT AGREEMENT NO. GRA-RC007-10-0008-01 (this "First Amendment") is entered into as of September 7, 2010, between the Arizona Early Childhood Development and Health Board (the "Board") a/k/a/ First Things First Southwest Maricopa Regional Partnership Council, an Arizona governmental agency (hereinafter, collectively, "FTF" or "GRANTOR") and the City of Avondale, an Arizona municipal corporation (the "GRANTEE").

RECITALS

A. GRANTOR and GRANTEE entered into Grant Agreement No. GRA-RC007-10-0008-01 effective as of July 1, 2009, to cooperatively provide the Development Services at the Family Resource Center and to arrange for the provision of same to Gila Bend (the "Agreement"). Capitalized terms in this First Amendment shall have the same meaning as set forth in the Agreement unless otherwise specified herein.

B. GRANTOR and GRANTEE have determined that it is necessary to extend the term of the Agreement, modify the scope of the Development Services under the Agreement (the "Modified Services") and to adjust the compensation of the GRANTEE for the Modified Services.

C. GRANTOR provided GRANTEE with the Contract Renewal Notification, attached hereto as Exhibit 1 and incorporated herein by reference, and the Parties desire to amend the Agreement to extend the term of the Agreement, modify the description of the Development Services under the Agreement and to adjust the manner of financing for the GRANTEE's provision of the Modified 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 Parties hereby agree as follows:

1. Term of Agreement. The Agreement shall be renewed for a renewal award period, effective as of July 1, 2010 through June 30, 2011 (the "Renewal Award Period").

2. Modified Services. The Parties acknowledge that the Development Services shall not be provided to Gila Bend under the Agreement during the Renewal Award Period. The Agreement is hereby amended by deleting Section III(B) thereof in its entirety.

3. Manner of Financing. Section IV(A) of the Agreement is hereby amended to read as follows:

IV. Manner of Financing.

The GRANTOR shall:

A. Provide up to $209,352.00 to GRANTEE for the Development Services provided under Section III.

4. Updated Standards of Practice. In accordance with the Contract Renewal Notification, attached hereto as Exhibit 1, GRANTEE is responsible for compliance with all Updated Standards of Practice, attached hereto as Exhibit 2 and incorporated herein by reference.

5. 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.

6. Non-Default. By executing this First Amendment, the GRANTOR affirmatively asserts that the GRANTEE is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

"**GRANTEE**"

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**GRANTOR**"

ARIZONA EARLY CHILDHOOD AND HEALTH BOARD

a/k/a First Things First Southwest Maricopa Regional Partnership Council, an Arizona governmental agency

By:_____

Name:_____

Title:_____

1310459.1

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD a/k/a/ First Things First Southwest Maricopa Regional Partnership Council, an Arizona governmental agency, on behalf of the agency.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT 1
TO
FIRST AMENDMENT
TO
GRANT AGREEMENT
GRA-RC007-10-0008-01
BETWEEN
ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD
a/k/a
FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL
AND
THE CITY OF AVONDALE

[Contract Renewal Notification]

See following page.

FIRST THINGS FIRST *The right system for bright futures*	**CONTRACT RENEWAL NOTIFICATION**		Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5000 (602) 265-0009 fax
	Renewal Award Notification Year 2	Page 1 of 1	
	Grant Agreement/Contract Award # GRA-RC007-10-0008-01 **Renewal Award #** GRA-RC007-10-0008-01 – Y2		

CONTRACTOR:
City of Avondale
11465 W. Civic Center Dr.
Avondale, AZ 85323

PURPOSE OF AMENDMENT:

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal award period is July 1, 2010 through June 30, 2011.

2. Total award amount for the contract period is $209,352.00

3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.

4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment. Signature_____ Name_____ Title_____ Date_____	The above referenced amendment is hereby executed effective July 1, 2010 once signed and dated below: _____ Jeanne Weeks Senior Grants and Contracts Procurement Specialist _____ Date

EXHIBIT 2
TO
FIRST AMENDMENT
TO
GRANT AGREEMENT
GRA-RC007-10-0008-01
BETWEEN
ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD
a/k/a
FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL
AND
THE CITY OF AVONDALE

[Updated Standards of Practice]

See following pages.

FIRST THINGS FIRST
Parent Education Community-Based Training
Standards of Practice

Community-based family education programs work to enable families to build on their own strengths and capacities to promote the healthy development of children. Successful family education programs facilitate the acquisition of parenting and problem-solving skills necessary to build a healthy family. Effective parenting education develops nurturing and attachment to support children's social-emotional development, knowledge of parenting and of child development, parental resilience, and social connections and awareness of support mechanisms available for parents. Research suggests that improving fundamental parenting practices reduces the likelihood of problem behaviors in children. Parent-child relationships can be enhanced through parent training and family strengthening programs. While these programs come in different forms, they have a common goal of increasing the level of family functioning and promoting healthy child development. Programs are embedded in their communities and contribute to the community building process. Parents should be able to access educational information in their community on a variety of child development topics. Information about where and when parenting education programs are available needs to be easily accessible by all interested persons.

Research indicates that programs that involve both parents and children demonstrate a positive impact upon outcomes. Effective program models may run simultaneous parent-only and child-only sessions followed by family sessions with opportunities to practice new skills. The critical element is that families have opportunities to practice skills with on-site staff guidance.

Based upon Building Bright Futures, regional needs and assets reports, and preliminary information from the Family and Community Survey, we know that Arizona's parents and families with young children need information on child development; to develop parenting skills; and have access to resources. For those who do not qualify or choose to participate in a home visitation program, community-based family education programs serve as another opportunity for Arizona's parents and families to access education, information and resources.

While each First Things First funded community-based family education program may be uniquely designed, they all have a valuable role to play in meeting the complex needs of families and communities across the State of Arizona. First Things First focuses on programs and services that provide children with the best opportunities for school and life success. Funding decisions are based upon a robust process of review to ensure programs are supported by research, value the family and use approaches considered to be best practice which are responsive to the needs identified in a specific Region. First Things First funded programs shall supplement, not supplant, other state expenditures and federal monies received for early childhood development and health programs.

It is expected that community based family education programs funded by First Things First will be offered at no-cost, on a voluntary basis. Using a family-centered and strengths-based approach these programs will offer families:

A series of classes that provide information and support in each of the core areas: child development, parenting skills, and resource and referral.

- All domains of child development (cognitive, communication, physical, social/emotional and adaptive), age appropriate expectations, developmental milestones and when to have concerns.
- Appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading, language experiences, and communication)
- Resource and Referral Information-Identify supports and services available to families with young children (e.g. nutrition; obesity; breastfeeding; physical activity; immunizations; oral health; insurance enrollment; participation in consistent medical/dental homes; participation in prenatal care; safety; where to access developmental screening and intervention; vision and hearing screening)

Programs may also help families:

- Identify their natural supports such as peer support.
- Access opportunities to participate in family literacy activities.

Programs will:

1. Provide services to families that are based upon a culture of trust and respect.
    A. Create a family-centered environment.
        - Staff are from the community and have extensive knowledge of community resources
        - Structure activities compatible with the family's availability and accessibility
        - Demonstrate genuine interest in and concern for families

    B. Clearly define program objectives with the families upon enrollment: understanding what the program will accomplish helps families become fully engaged in program services.

    C. Create opportunities for formal and informal feedback and act upon it; ensure that input shapes decision-making.

    D. Encourage open, honest communication.

    E. Maintain confidentiality; be respectful of family members and protective of their legal rights.

2. Support the growth and development of all family members; encourage families to be resources for themselves and others.
    A. Encourage family members to build upon their strengths.
    B. Reflect the commitment to effectively serve the identified target population with an emphasis on fathers and grandparent caregivers, through publicity/outreach, literature and staff training.
    C. Help families identify and acknowledge informal networks of support and community resources.
    D. Create opportunities to enhance parent-child and peer relationships.

3. Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.
    A. Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
    B. Strengthen parent and staff skills to advocate for themselves within institutions and agencies.
    C. Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
    D. To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices and preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children." http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15 ; http://www.naeyc.org/positionstatements/linguistic

4. Programs are flexible and continually responsive to emerging family and community issues.
    A. Be accessible for families.
    B. Ensure manageable classroom size and appropriate staffing patterns. Calculate classroom size and staffing patterns based upon:
        - Space, square footage; for adult-only sessions, there will be a maximum of 25 participants; and
        - Number of sessions held for families throughout a calendar week; and
        - Program model. For example, for groups that involve both adults and children, staffing patterns must demonstrate appropriate staff to family ratios (e.g. lead instructor and two teachers for eight families with two year olds – while adults receive information from lead instructor, teachers provide care for the two year olds and are available to assist with facilitation of parent-child activities).
    C. Engage families as partners to ensure that the program is beneficial. Families have regular input and feedback in programmatic planning to meet their needs.
    D. Develop a collaborative, coordinated response to community needs.

5. Community-based programs provide ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally.
    A. Assess staff skills and abilities. Staff must be able to engage families while keeping a professional rapport.
    B. Provide ongoing staff development/training on the First Things First Parent Education Community Based Training Standards of Practice principles.
    C. Supervisors should work with staff to prepare professional development plans.

6. The Parent Education Community Based Training Standards of Practice are modeled in all activities including planning, governance, and administration.
    A. The length of employment and experience/education are reflective of high quality staff. Parent and family educators are required to have a minimum of a Bachelors degree in early childhood development, education, family studies, social work, nursing or a closely related field.
    B. Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
    C. Establish supervision as a collaborative process with mechanisms that support staff in difficult situations and provides ongoing opportunities for discussion between staff members and supervisors to reflect and debrief. Supervision will also include observation. It is important that supervisors spend time with parent educators in the

field to have a sense of how the service is being delivered. This will help supervisors and staff to identify coaching and mentoring opportunities.

D. All staff work as a team, modeling respectful relationships.

E. Build a team of staff who is consistent with program goals and whose top priority is the well-being of families and children.

F. Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

    1. Activities, as identified by First Things First, include pre- and post-testing, self-assessment and opportunities for feedback; and

    2. Identify outreach, engagement and retention practices; and

    3. Programs must demonstrate mechanisms to assess program effectiveness and to implement quality improvements. Programs must participate in data collection and reporting of performance measures to First Things First.

FIRST THINGS FIRST
Food Security
Standards of Practice

The American Academy of Pediatrics recognizes that proper nutrition begins at the supermarket with the foods parents buy and continues in the home as parents prepare and serve meals. Giving children a healthy start with good eating habits promotes his or her lifelong health. A variety of foods provides the nutrients that young children need to build strong bodies and stay healthy. Food also supplies the energy that children need to grow normally, play, learn, and explore the world around them. The American Academy of Pediatrics encourages families to think of their nutritional decisions as *health* decisions. Ideally, all young children and families would have access to healthy food and educational information, but recent studies indicate otherwise. For example, in Arizona as many as 1 in 5 children suffer from hunger, and with the continued economic downturn food pantries have seen demand for food boxes continue to rise.

The problem of childhood hunger is not simply a moral issue. Scientific evidence suggests that hungry children are less likely to become productive citizens. According to the Center on Hunger and Poverty, inadequate nutrition is a major cause of impaired cognitive development, and is associated with increased educational failure, elevated occurrence of health problems, higher levels of aggression, hyperactivity, and anxiety among impoverished children. Therefore, it is important to support young children and their families in the area of nutrition and healthy eating; especially for those experiencing food insecurity.

To support families facing food insecurity, and prevent potential long-term negative effects of under-nutrition in young children, the American Academy of Pediatrics has created a general outline of daily feeding schedules for infants, toddlers, and preschoolers. Food Security Programs who provide food boxes funded through First Things First should work to support families with young children when they lack access to sufficient, safe and nutritious food in order to meet the dietary needs of both young children and parents who care for them.

All Food Security Programs must:

- Coordinate, collaborate and communicate with community partners such as universities, local farmers, schools, food banks, State agencies, Tribal entities, faith based community, and private businesses to ensure that families have information about available food assistance providers in the surrounding area.
- Provide information on comprehensive social services and supports available to families.
- Develop a partnership with WIC (Women, Infant and Children) to help ensure that families who may be eligible could also receive WIC services.

Programs may also help families with:

- Financial literacy education to support families toward independence and breaking the constant state of crisis in which families may find themselves. The Food Security Programs need to utilize a positive, family centered, and evidence-based financial literacy curriculum.
- Other resources including diapers, books, clothing and other appropriate items for children birth through five years of age.

Suggested Daily Feeding Schedule for Infants

Food should only be given if the infant is developmentally ready, as recommended by a health provider. Indicators of readiness may include: infants are able to sit up, they open their mouths when they see a spoon coming towards them, they can move the food from the spoon and swallow without pushing it back out of their mouths, they make chewing motions, they have doubled their birth weight, and they have the ability to reject food (turning head and keeping mouth tightly closed).

Following is a general outline suggested by the American Academy of Pediatrics (measures included in the tables below were converted from metric by the Gila River Indian Community's Nutrition office):

Food Group	1-3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	9 Months	10 Months	11 Months	12 Months
Breastmilk	Provides the best nutrition throughout the first year of life. Feed according to baby's hunger cues.									
Formula	18-32 ounces	30-32 ounces	30-32 ounces	30-32 ounces	29-31 ounces	26-31 Ounces	24-30 ounces	22-30 Ounces	20-28 ounces	18-24 ounces
Infant Cereal				4-6 Tbsp.	4-6 Tbsp.	4-6 Tbsp.	¼ -½ Cup	¼ -½ Cup	½ -¾ Cup	½ -¾ Cup
Vegetables				1-5 Tbsp. strained	1-5 Tbsp. strained	¼ -½ Cup strained or mashed	8-10 Tbsp. strained or mashed	½ -¾ strained or mashed	½ -¾ Cup Chopped	½ -¾ Cup Chopped
Fruits				1-5 Tbsp. strained	1-5 Tbsp. strained	¼ -½ Cup strained or mashed	¼ -½ Cup strained or mashed	½ Cup Chopped	½ Cup Chopped	½ Cup Chopped
Crackers, Teething Biscuits, Dry Toast						1 cracker 1 biscuit	1 cracker 1 biscuit	1 cracker 1 biscuit	1 cracker 1 biscuit	2 cracker 2 biscuit
Meat, Poultry, Fish Tofu, Cottage Cheese, Cheese						1-3 Tbsp strained	1-4 Tbsp strained or ground	2-4 Tbsp ground	2-4 Tbsp ground	1 ounce o ¼ cup ground
Egg Yolk (hard cooked)						1 Tbsp mashed	1 Tbsp mashed	2 Tbsp Mashed	1 Egg Yolk	1 Whole egg
Potatoes, Rice, Pasta,						2-4 Tbsp.	2-4 Tbsp.	2-4 Tbsp.	¼ Cup	¼ -½ Cup

Mashed Beans										

Suggested Dietary Needs for Young Children ages 1 through 5

Following is a general outline suggested by the American Academy of Pediatrics:

Food Group	Number of Servings Each Day	Ages 1-2 years	Ages 3-5 years	Example Food Item
Bread, Cereal, Rice, Pasta	6-11	¼ cup dry cereal ½ slice of bread ¼ cup rice ¼ cup pasta	⅓cup dry cereal ½ slice bread ⅓ cup rice or past ¼ cup cooked cere ½ 6" tortilla	Dry Cereal, Whole Grain Bread, Rice or pasta, cooked cereal, 6" tortilla
Vegetables	3-5	1-2 Tbsp.	3-5 Tbsp.	Fresh or frozen, raw, or cooked
Fruits	2-4	¼ -½ apple orange, banana ¼ cup fresh fruit ¼ cup fruit juice	½ apple, orange, banana ½ cup fresh fruit ½ cup fruit juice	Apple, orange or banana, fresh fruit, fruit juice
Milk, Yogurt &Cheese	3 or more. No more than 20 ounces per day	½ cup milk ½ yogurt ¼ cup ice cream 1 oz. cheese	¾ cup milk ¾ cup yogurt ½ cup frozen yogu ice cream 1½ oz. cheese	whole milk, yogurt, frozen yogurt or ice cream, cheese
Meat, Poultry, Fish, Dry Beans, Eggs & Peanut Butter	2-3	¼ cup meat 1oz fish 1oz dry beans 1 egg None-peanut butter	½ cup beans or pe 1 egg 1oz. tuna 2 Tbsp. Peanut bu	Cooked or dried beans or peas, eggs, lean meat (tuna), peanut butter

Infant Food Box: Birth to 12months of age:

Following is a general outline for a 3 day food box for infants only:

Food Group	1-3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	9 Months	10 Months	11 Months	12 Months
Formula	powder formula 1 can →									
Infant Cereal				1 box →						
Vegetables				4 canned or Fresh Vegetables →						
Fruits				4 canned or Fresh Fruits →						
Crackers, Teething Biscuits, Dry Toast						1 box →				
Meat, Poultry, Fish, Tofu, Cottage Cheese, Cheese						½ lb cheese 2 cans of tuna →				
Egg Yolk (hard cooked)						3 eggs →				
Potatoes, Rice, Pasta, Mashed Beans						½ lb. →				

Early Childhood Food Box: 1 through 5 years of age

Food boxes for young children include food for family of 4 with at least one child under 6 years old.

Following is a general outline for a 3 day food box:

Food Group	Options for food items in a food box Ages 1-5 years
Bread, Cereal, Rice, Pasta	Bread one loaf 1 -3 lb bag of rice 2 packs of pasta 1-2 boxes of whole grain cereal 1 pack of yellow corn tortillas
Vegetables	1-2 jars of spaghetti sauce 7 cans of assorted vegetables
Fruits	6 cans of assorted fruits Fresh fruits, 1 quart fruit juice
Milk, Yogurt &Cheese	1 gallon of milk, 40 ounces of yogurt 1 lb of cheese
Meat, Poultry, Fish, Dry Beans, Eggs & Peanut Butter	2 lbs cooked or dried beans or peas 12 eggs 1 jar of peanut butter

Source: "Children's Health Topics: Nutrition Family Community Resources." American Academy of Pediatrics. 2010.

Center on Hunger and Poverty.

FIRST THINGS FIRST

Early Language and Literacy Programs in Home and Community Settings

Standards of Practice

Early childhood stakeholders, families, and communities recognize that when early language and literacy development is optimized, it can be the foundation for a child's later academic success in school. "The years from birth through age five are a critical time for children's development and learning. Early childhood educators understand that at home and in early childhood education settings, young children learn important skills that can provide them with the cornerstones needed for the development of later academic skills..." (Literacy, 2009)

Literacy acquisition encompasses the four domains of language (reading, writing, speaking and listening) and numeracy. Early literacy or precursor literacy skills include the following variables that are consistently shown to predict later literacy achievement:

- alphabet knowledge: knowledge of the names and sounds associated with printed letters
- phonological awareness: the ability to detect, manipulate, or analyze the auditory aspects of spoken language (including the ability to distinguish or segment words, syllables, or phonemes), independent of meaning
- rapid automatic naming of letters or digits: the ability to rapidly name a sequence of random letters or digits
- rapid automatic naming of objects or colors: the ability to rapidly name a sequence of repeating random sets of pictures of objects (e.g., "car," "tree," "house," "man") or colors
- writing or writing name: the ability to write letters in isolation on request or to write one's own name
- phonological memory: the ability to remember spoken information for a short period of time
- concepts about print: knowledge of print conventions (e.g., left–right, front–back) and concepts (book cover, author, text)
- print knowledge: a combination of elements of alphabet knowledge, concepts about print, and early decoding
- reading readiness: usually a combination of alphabet knowledge, concepts of print, vocabulary, memory, and PA
- oral language: the ability to produce or comprehend spoken language, including vocabulary and grammar
- visual processing: the ability to match or discriminate visually presented *symbols*

Programs that support young children's early language and literacy development are a part of the family support system in Arizona. An array of early language and literacy programs and service delivery methods may be implemented to meet the needs of families with young children. Research indicates that family literacy programs which provide learning opportunities for both the young child and his or her parents positively impact young children and their families. (Literacy N. C., 2009) According to Adult Education and Family Literacy Act (AEFLA) standards, the term "family literacy services" means programming that is of sufficient intensity in terms of hours, and of sufficient duration, to make sustainable changes in a family and that integrates all of the following core components:

- ✓ Interactive literacy activities between parents and their children, and
- ✓ Training for parents regarding how to be the primary teacher for their children and full partners in the education of their children, and
- ✓ Parent literacy training that leads to economic self-sufficiency, and
- ✓ An age-appropriate education to prepare children for success in school and life experiences.

Family literacy programs are built on four core principles; 1) the value of education for success in life, 2) the central role of the parent in a child's development, 3) the identification of individual strengths, and 4) the value of experiential learning.

While each First Things First funded early language and literacy program may be uniquely designed, they all have a valuable role to play in meeting the complex needs of families and communities across the State of Arizona. First Things First focuses on programs and services that provide children with the best opportunities for school and life success. Funding decisions are based upon a robust process of review to ensure programs are supported by research, value the family, use approaches considered to be best practice and are responsive to the specific needs identified in each region. First Things First funded programs shall supplement, not supplant, other state expenditures on, and federal monies received for early childhood development and health programs.

It is expected that early language and literacy programs funded by First Things First will be offered at no-cost, on a voluntary basis**. Programs and service can be delivered through home visitation or community based training.** Please, also refer to the First Things First Home Visitation and/or Parent Education Community Based Training Standards of Practice documents.

Using a family-centered and strengths-based approach these programs will:

1. Provide a Focus on Literacy
    A. Inform and educate parents and families on typical early language and emergent literacy development for children ages birth through five.
    B. Literacy coaching and instruction should be woven into the activities of all program components; presented and practiced in contexts that are meaningful to families' lives and needs. If providing literacy services in a community based setting, it is critical that

parents and families are taught to bridge classroom experiences to home environments with their own young children.

C. Training for parents regarding how to be the primary teacher for their children and full partners in the education of their children.

- Actively engage parents in learning how everyday experiences can nurture the literacy development of their children.
- Support parents in maintaining a literacy-rich home environment.
- Assist parents to learn how to advocate for their children within a variety of settings, including school, child care and human service agencies.

2. Use a research-based curriculum and activities to promote learning in contexts which are relevant to the lives of participants.

3. Provide Sufficient Intensity and Duration of Services

- For example, typical frequency and duration of family literacy programs is a minimum of 6 sessions at 2 hours per session.

Programs may also:

- Align with Arizona's Early Learning Standards/Guidelines.
  Family literacy programs across the nation also take into consideration alignment with their state's Early Learning Guidelines which describe the expectations about what children should know (understand) and do (competency and skills) across the different domains of learning. In Arizona, the Department of Education developed Early Learning Standards to provide a framework for the planning of quality learning experiences for all children 3 to 5 years of age. The document can be found here:
  http://www.ade.state.az.us/earlychildhood/downloads/EarlyLearningStandards.pdf
  First Things First is developing Early Learning Developmental Guidelines for infants and toddlers.

- Provide parent literacy training that leads to economic self-sufficiency.
  - Assist adults in raising their literacy levels.
  - Assist adults in gaining the knowledge and skills needed for employment and self-sufficiency.
  - Assist adults who are parents in gaining educational skills they need to be full partners in the educational development of their children.
  - Assist adults in completing their secondary school education or its equivalent (e.g., English language classes, Adult Basic Education, Adult Secondary Education, preparation for the General Education Development (GED) examination, and workplace literacy)

- In community settings, instruction should include a combination of individual and group activities, and encourage cooperative learning.
- Assessment, both formal and informal, should occur on an ongoing basis in order to provide adult learners with feedback about progress they have made toward goals.
- Participants must be actively engaged in the decision-making process with regard to their education.
- Program staff must support adult learners in being self-directed, with understanding that adult education builds upon the knowledge, experiences and roles of participating adults.

All First Things First funded Home Based Early Language and Literacy Programs <u>must also follow</u> the First Things First Home Visitation Standards of Practice.

All First Things First funded Community Based Early Language and Literacy Programs <u>must also follow</u> the First Things First Parent Education Community Based Training Standards of Practice.

March 23, 2010

First Things First
The Arizona Parent Kit
Standards of Practice

The Arizona Parent Kit is modeled after a successful program in California. The First 5 California Children and Families Commission developed the kit in 2000 in response to the widespread need for parenting education. California currently distributes more than 500,000 kits to parents of newborns each year through statewide efforts.
The purpose of the kit is to help parents understand that healthy parenting practices during early childhood are critical for children's positive development and to provide information and resources that prepare parents to make informed decisions about the care and development of their young children.

The Virginia G. Piper Charitable Trust piloted the kit project in Maricopa County in June 2005 with St. Joseph's Hospital and Medical Center and Banner Desert Medical Center to test their effectiveness for enhancing parental behaviors. Beginning in September 2006, hospitals throughout the County began distributing the kits beyond the initial pilot hospitals. For the first time in Maricopa County, all newborns headed home from the hospital accompanied with quality information and resources – the Arizona Parent Kit – to help parents navigate the critical first months and years. Based upon Piper's successful implementation and the evidence of positive impact on outcomes for young children and their families, First Things First; the Arizona Early Childhood Development and Health Board approved funding of a strategy that expanded distribution of this kit statewide. FTF will implement this strategy in partnership with the Piper Trust through June 30, 2011.

Provided free to all new parents who give birth at participating statewide birthing hospitals or centers, the boxed set of educational materials – available in both English and Spanish – connects parents to state and national resources as well as offers tips, checklists and informative video presentations that equip parents to create a healthy, safe and loving home.

Based upon FTF's Building Bright Futures statewide report, regional needs and assets reports, and preliminary information from the family and community survey; we know that parents and families with young children need information on child development, to develop parenting skills and have access to resources. The Arizona Parent Kit is one method of delivering education, information and resources on child development and health.

The Arizona Parent Kit:

- ✓ Fills in the 'gap' of parent education and support across the entire state.
- ✓ It provides parents and families with information and resources in order for them to support their own child's development.
- ✓ This is a promising program with an evidence-base. Past evaluations demonstrate an 87% usage rate of those distributed and demonstrated impact upon parental behavior such as increases in incidence and duration of breast

feeding, increased correct use of car seats, putting infants to sleep on their back to minimize risk of SIDS, increased amount of time adults played with their babies, and produced more appropriate ways of dealing with infant behavior.

- ✓ Of families reporting using a primary language other than English, 77% spoke Spanish. Greater knowledge gains were found for Spanish Speakers.
- ✓ The information in the kit can be used across the state as the baseline of child development and health information for all Arizonans to refer to.

Each kit contains the following:

• **Arizona Parents Guide** – Developed by the University of California, Berkeley and an advisory committee of Arizona's child advocates, the guide combines statewide resources and information with practical parenting advice.

• **6 Videos/DVDs** – "The First Years Last Forever", "Safe from the Start", "Your Healthy Baby", "Quality Child Care", "Discipline" and "Ready to Learn" produced by Hollywood actor/director Rob Reiner; founder and chairman of Parents Action for Children (formerly the I Am Your Child Foundation), a national organization that promotes policies and programs that foster healthy early childhood development and supports state and local early childhood initiatives. The videos feature celebrity hosts including Jamie Lee Curtis, Maria Shriver and Gloria Estefan, these 23- to 29-minute programs tackle early issues of parenting in a conversational, easy-to-understand format.

• **Infant Board Book** – A picture book featuring colorful pictures of babies encourages parents to begin reading to their children at an early age.

Use of the Arizona Parent Kit in Home Visiting Programs

NOTE: In order to maintain the fidelity of this strategy, First Things First will limit the distribution of this kit through identified hospitals, birthing and regional medical centers for the initial implementation. No additional materials or items may be added to the kit. By design, no training is required to use the contents of the kit – simply open and explore.

1. Practitioners and staff should be familiar with the kit's contents prior to incorporating into their regular practice. Through the RFGA process, the scope of work can dictate how programs will monitor and document this activity or ask for applicants to provide a plan. E.G. practitioners and staff view each video and read the guide independently, in small study groups or during staff meetings. These activities should be documented.

2. While assessing the families status, practitioners can ask the following questions:
   - Where did you deliver the baby? (name of hospital, regional medical, birthing center or other)
   - Were you offered a kit? If yes – have you taken a look at any of the contents? Let's take a look at what's inside – explore the contents with the family to familiarize them.

If no – inform FTF staff i.e. RPC Coordinator, Manager or Policy Specialist. In addition to the statewide media campaign, we should encourage families to take the kit home upon discharge. Practitioners may loan a kit to a family.

3. Throughout the assessment process, practitioners may identify topics or emergent areas of need for a family. Encourage parents/adult primary caregivers to view a particular video or section of the guide. During a home visit, practitioners may choose to highlight a particular excerpt and have the family reflect thoughts and feelings. Based upon this information and reflection, practitioners may suggest activities that can be easily incorporated into the family's daily schedule or routine to best support their child's development.

4. Practitioners can also use the videos and guide to inform their work with families e.g. refer to the guide for other local resources, supports or services.

FIRST THINGS FIRST
Family Resource Centers
Standards of Practice

Based upon Building Bright Futures, regional needs and assets reports, and preliminary information from the Family and Community Survey, we know that Arizona's parents and families with young children need information on child development; to develop parenting skills; and have access to resources. Having "accurate information about raising young children and appropriate expectations for their behavior" has been cited by the Doris Duke Strengthening Families Initiative as one of five key protective factors that improve child outcomes and reduce the incidence of child abuse and neglect (Center for the Study of Social Policy, 2008). All families, regardless of background, can benefit from information or education related to child development and health, as well as access to resources, supports and services. At some point during the course of parenting, all families have questions and seek information. Some families may be searching for nearby family child care providers, while others may be concerned about their child's learning. Families also may be trying to cope with the everyday issues of parenting like toilet training and feeding a picky eater.

While there is no one single support strategy or solution to providing information to families (Daro, 2006), an integral component of an effective family support infrastructure ensures that information is available in a variety of forms and addresses the varying concerns families may have. Information provided must do the following:

- Connect programs across communities
- Be available in a variety of forms
- Be culturally appropriate
- Build on family strengths and knowledge
- Provide accurate information
- Offer opportunities for sharing among and between families through various family and social networks

Although information or education can come in different forms, a common goal is to increase the level of family functioning and promote optimal child development. Family Resource Centers embedded in local communities can provide families with young children access to information and/or education on a variety of child development and health topics. Information about where and when parenting education programs are available needs to be easily accessible by all interested persons. These centers can also contribute to the community building process as they serve as a central location for engaging local community organizations and local government in the identification and resolution of community concerns.

While each First Things First funded Family Resource Center may be uniquely designed, they all have a valuable role to play in meeting the complex needs of families and communities across the State of Arizona. First Things First focuses on programs and services that provide children with the best opportunities for school and life success. Funding decisions are based upon a robust process of review to ensure programs are supported by research, value the family and use approaches considered to be best practice, which are responsive to the needs identified in a specific Region. First Things First funded programs shall supplement, not supplant, other state expenditures on, and federal monies received for early childhood development and health programs.

It is expected that family resource centers funded by First Things First will use a family-centered and strengths-based approach to:

1. Provide resource and referral information to identify supports and services available to families with young children (e.g. quality early care and education programs; family literacy activities; nutrition; obesity; breastfeeding; physical activity; immunizations; oral health; health insurance enrollment assistance; how to access and participate in consistent medical/dental homes; prenatal care; safety; and where to access regular developmental, vision and hearing screenings). ***NOTE: When providing direct health insurance enrollment assistance, programs must follow the First Things First Health Insurance Outreach and Application Assistance Standards of Practice.***
2. Provide each family with access to information and support in each of the core areas: child development and parenting skills.
    - All domains of child development (cognitive, communication, physical, social/emotional and adaptive)
    - Appropriate child-adult interactions and development of parenting skills (i.e. physical touch, showing affection, spending time together, positive discipline, parental monitoring, early reading and language experiences and communication)

    Family Resource Centers may also offer parent education classes at their location. ***NOTE: When providing parent education community based training, programs must follow the First Things First Parent Education Community Based Training Standards of Practice.***

Family Resource Centers will:

1. Provide services to families that are based upon a culture of trust and respect
    A. Create a safe family-centered environment.
        a. Staff are from the community and have extensive knowledge of community resources
        b. Structure activities that are compatible with the family's availability and accessibility

c. Demonstrate genuine interest in and concern for families

d. Services are provided in the family's primary language

e. Clearly define program objectives with the families when they participate: understanding what the program will accomplish helps families become fully engaged in program services.

B. Create opportunities for formal and informal feedback and act upon it; ensure that input shapes decision-making.

C. Encourage open, honest communication.

D. Maintain confidentiality, being respectful of family members and protective of their legal rights.

2. Support the growth and development of <u>all</u> family members; encourage families to be resources for themselves and others.

   A. Encourage family members to build upon their strengths.

   B. Reflect the commitment to effectively serve the identified target population with an emphasis on fathers and grandparent caregivers, through publicity/outreach, literature and staff training.

   C. Help families identify and acknowledge informal networks of support and community resources.

   D. Create opportunities to enhance parent-child and peer relationships.

3. Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

   A. Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.

   B. Strengthen parent and staff skills to advocate for themselves within institutions and agencies.

   C. Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.

   D. To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices and preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory,

collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children." http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15 ; http://www.naeyc.org/positionstatements/linguistic

4. Programs are flexible and continually responsive to emerging family and community issues.
    A. Be accessible for all families of children ages birth through five in the local community. Family Resource Centers will be located in areas where families routinely congregate (e.g. churches, schools, early care and education centers, libraries, community centers) to provide parenting education, early literacy development, social support opportunities, and/or access to local community resources.
    B. Locations and environments within the location are safe and welcoming for families with young children.
    C. The site will be accessible for persons with disabilities and will be compliant with the American's with Disabilities Act.
    D. Engage families and other community members as partners to ensure that the program is beneficial. Families and community members have regular input and feedback in programmatic planning to meet their needs.
    E. Develop a collaborative, coordinated response to community needs.

5. Family Resource Centers provide ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally.
    A. Assess staff skills and abilities. Staff must be able to engage families while keeping a professional rapport.
    B. Provide ongoing staff development/training on the First Things First Family Resource Centers Standards of Practice principles.
    C. Supervisors should work with staff to prepare professional development plans.

6. All First Things First Family Resource Centers Standards of Practice are modeled in all activities including planning, governance, and administration.

    A. The length of employment and experience/education are reflective of high quality staff. Staff is required to have a minimum of a high school diploma with knowledge of the surrounding community and the available resources. Supervisors must also meet or exceed this educational and knowledge requirement and, in addition, must also have at least two years of program management experience.

    B. Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.

    C. Establish supervision as a collaborative process with mechanisms that support staff in difficult situations and provides regular discussion to reflect and debrief. Supervision will also include observation. It is important that supervisors spend time with staff as they provide services to families to have a sense of how the service is being delivered. This will help supervisors and staff to identify coaching and mentoring opportunities.

    D. All staff work as a team, modeling respectful relationships.

    E. Build a team of staff who is consistent with program goals and whose top priority is the well-being of families and children.

    F. Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

        1. Activities, as identified by First Things First, include pre and post testing, self-assessment and opportunities for feedback

        2. Identify outreach, engagement and retention practices

        3. Programs must demonstrate mechanisms to assess program effectiveness and to implement quality improvements. Programs must participate in data collection and reporting of performance measures to First Things First.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2928-910 - Intergovernmental Agreement - Joint Avondale/Goodyear Fire Training Facility

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623)333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the Mayor and City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Goodyear for operation and use of a joint fire training facility.

BACKGROUND:

On June 20, 2005 the Council approved an IGA and Memorandum of Understanding with the City of Goodyear relating to the development, operation and use of a joint fire training facility to be located at the southeast corner of Lower Buckeye and 4th Street. Avondale was to provide the land and site development and Goodyear would provide a multi-story training tower. Operation and use of the facility would be coordinated by the Avondale and Goodyear Fire Department training staffs.

DISCUSSION:

The original IGA established a term of five years with an additional five year term at the option of the parties. A large portion of the original agreement related to the design and construction of the site which has since been completed. Both fire departments feel that the continued use of the site will be very beneficial in supporting ongoing in-service training and the site has also been used by other city departments in supporting their training needs. It was also felt that the IGA needed to be modified to focus specifically on the operation and use of the facility and that language relating to the initial development of the site was no longer necessary.

The language relating to initial development of the site has been removed and some minor formatting modifications have been made to the original IGA. Additional language required by changes in state statutes has also been added. The fire department training staffs have worked very well together over the past five years in coordinating use of the facility and there have been no material modifications to the operation and use portions of the proposed agreement. After a significant amount of effort a modular classroom facility has been added to the site (relocated from the old public works yard) and will be available for use by mid-September which will be a significant enhancement to the site. A new five year term has been included in the agreement with an additional five year term at the option of the parties.

BUDGETARY IMPACT:

Funds for Avondale's portion of the ongoing operation and maintenance of the joint training facility are included in the fire department operating budget and costs have averaged less than $10,000 per year.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a Resolution approving an Intergovernmental Agreement with the City of Goodyear for operation and use of a joint fire training facility.

ATTACHMENTS:

Click to download

- Resolution 2928-910

RESOLUTION NO. 2928-910

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR, ARIZONA, RELATING TO THE JOINT FIRE TRAINING FACILITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the City of Goodyear, Arizona, relating to the joint fire training facility (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2928-910

(Intergovernmental Agreement)

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND
THE CITY OF AVONDALE
FOR
JOINT TRAINING FACILITY USE

THIS INTERGOVERNMENTAL AGREEMENT FOR JOINT TRAINING FACILITY USE (this "Agreement") is entered into as of _____, 2010, between the City of Goodyear, an Arizona municipal corporation ("Goodyear") and the City of Avondale, an Arizona municipal corporation ("Avondale"). Goodyear and Avondale are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Goodyear and Avondale are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-951;

WHEREAS, the Parties agree that it is in the best interest of their respective citizens and fire personnel to jointly operate a fire training facility; and

WHEREAS, the Parties desire to continue to operate and maintain a joint training facility.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the Parties hereby agree as follows:

ARTICLE I
Additional Definitions

1.1 When used herein, the following terms shall have the meanings stated below:

1.1.1 "AAA" shall mean the American Arbitration Association.

1.1.2 "Agreement" shall mean this Intergovernmental Agreement, as amended or supplemented from time to time by mutual written agreement of the Parties.

1.1.3 "Facility" shall mean the Training Building, the Training Tower, the Property and all other infrastructure, utilities, structures, props, fixtures, furnishings, associated equipment, and other improvements and amenities associated with the operation of the fire training facility.

1.1.4 "Training Building" shall mean the temporary building, which is located on the Property and which is primarily used for the operation of the fire training facility as a classroom and for storage.

1.1.5 "Training Tower" shall mean the temporary training prop that can be disassembled and reassembled at a different location, and which is primarily used for practicing rescue techniques and structural fire suppression operations under controlled live-fire conditions using only Class A combustible materials such as wood pallets, wood cut-off material, straw, and tar paper.

1.1.6 "Property" shall mean the real property within the City of Avondale on which the fire training facility is located.

1.1.7 "Rules" shall mean the AAA's Commercial Arbitration Rules.

ARTICLE 2
Joint Facility Property

2.1 Ownership of the Facility; Interests of Parties.

2.1.1 Ownership of the Facility. Goodyear shall retain ownership of the Training Tower. Avondale shall retain ownership of the Property and the Training Building. No course or actions by Goodyear will entitle Goodyear to any ownership, title, or interest in any of the real property or improvements associated with the Facility except for the Training Tower, or except as otherwise provided in writing and executed by the Parties.

2.1.2 Grant of Perpetual Easements. Avondale hereby grants to Goodyear, its employees, agents, guests, customers, invitees, and licensees, a perpetual easement in, on, over, and across the Facility, for the joint use and occupancy thereof with Avondale, its employees, agents, guests, customers, invitees, and licensees, in accordance with and subject to the terms of the Agreement.

ARTICLE 3
Joint Facility Use

3.1 Use and Scheduling of the Facility. The Parties shall have equal shared use of the Facility. The assigned training officers of the Parties' fire departments shall be responsible for jointly coordinating the sharing and scheduling of the Facility to maximize its use by either Party as needed for fire-rescue training.

3.2 Joint Users Team. A Joint Users Team shall be created and co-chaired by the training officers of both fire departments. It shall be made up of three additional members of each fire department, representing a cross-section of Facility users, will be appointed to the Joint Users Team by the respective fire chiefs or their designee(s).

3.3 Scheduling, Cooperation. The Joint Users Team will work towards consensus and agree to cooperate in the scheduling of the use of the Facility as provided above. The Parties' continuing cooperation hereunder shall include the obligation to meet on a regular basis to address the establishment and implementation of such scheduled uses and all future uses. The Parties agree to revise, update and modify the agreed-upon schedule of uses and programs for the Facility from time to time, as necessary, and to provide notice of same to each other and to each Parties' constituents. In the event the Joint Users Team cannot achieve consensus on scheduling and cooperation issues as provided above, the Parties' fire chiefs will take such executive action as necessary for resolution and continuation of this Agreement.

3.4 Supervision of Training Activities. All fire-rescue training conducted at the Facility shall be supervised by an instructor holding a minimum certification of Fire Instructor I as specified by the NFPA 1401 Standard for Fire Instructor Professional Qualifications.

3.5 Live–Fire Training. All live-fire training conducted at the Facility and in the Training Tower shall be conducted in strict compliance with the NFPA 1403 Standard for Live Fire Training Evolutions.

3.6 Facility Use for Non-Fire-Rescue Training. Any scheduling and/or use of the Facility for emergency services training beyond the usual scope of fire-rescue training shall require advance approval by the Joint Users Team.

ARTICLE 4
Operation, Maintenance, and Repair

4.1 Facility Inspection, Repairs, and Planned Maintenance Needs. The Parties shall equally share all costs necessary for approved preventative maintenance, required maintenance, and repairs to the Facility.

4.1.1 The Joint Users Team will meet no less than quarterly, and more often as needed, to review planned maintenance, conduct inspections of the Facilities and develop preventative maintenance plans, as well as identify any maintenance needs, repairs, and associated costs.

4.1.2 All maintenance and repairs will be approved by and coordinated through the Joint Users Team.

4.1.3 All approved work associated with any and all repairs and maintenance needs for the Facility shall be completed and/or coordinated by Avondale, through its usual and customary procurement process.

4.1.4 Avondale shall be responsible for billing Goodyear for 50% of the costs incurred for any and all approved repairs and maintenance of the Facility, which costs Goodyear shall pay Avondale within 30 days of receipt of the invoice.

4.2 Custodial Services. The Parties shall equally share all costs necessary for custodial services needed for the Facility, including, but not limited to, filter cleaning and replacement, with respect to the interior portions of the Facility.

4.3 Utilities. The Parties shall equally share all costs necessary for all utility services for the Facility including, but not limited to, electrical, gas, water, and phone services.

ARTICLE 5
Indemnification and Insurance

5.1 Indemnification. To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, and its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including, but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, or omissions of the indemnifying Party, its agents, officers, officials, employees, and volunteers in the use of the Facility.

5.2 Insurance.

5.2.1 Coverage. Each Party shall provide and maintain in full force while this Agreement is in effect:

(a) Public liability and property damage insurance from a reliable insurance company authorized to transact business in Arizona in the amount of not less than $1,000,000 per occurrence for bodily injury or death; or

(b) An adequately funded self-insurance program for such liability and damage claims which complies with all applicable laws, rules and regulations. Each Party shall, in its sole discretion, make its own decision as to whether it will maintain said insurance through an insurance company or, alternatively, whether it will maintain said self-insurance program. Each Party shall, upon request of the other Party, provide the other Party with appropriate certificates of insurance or certificates of self-insurance.

5.2.2 Notice of Claims. Notice of any possible injury, loss or damage which may involve the other Party must be given immediately by the Party aware of such an occurrence to the other Party.

ARTICLE 6
Conflict Resolution/Decision Making

6.1 General. The Parties desire to resolve any dispute between them as quickly, inexpensively, and efficiently as possible, avoiding the expense and delay of court proceedings. This applies to every potential dispute between the Parties. Consequently, the Parties agree to the following sequence of procedures to resolve such disputes:

6.1.1 Negotiation. When either Party feels a dispute has arisen, the Party shall notify the other Party in writing of the nature and details of the dispute. Within 15 days, a meeting shall be held between the Parties' Fire Chiefs, or their designees, to begin a good faith attempt to negotiate a resolution. During this procedure the Parties shall communicate directly with each other in an effort to reach an agreement which serves the interests of both Parties.

6.1.2 Committee. If negotiation as provided in Section 6.1.1 does not resolve the dispute, the Parties shall submit the matter to a two-person committee composed of Avondale's City Attorney (or his/her designee) and Goodyear's City Attorney (or his/her designee). The role of this two-person committee shall be to facilitate further negotiation between the Parties and, if possible, to resolve the dispute upon mutual consent of the Parties.

6.1.3 Arbitration. If the dispute is not resolved pursuant to the procedures set forth in Section 6.1.1 or 6.1.2 above, then the Parties shall submit the matter to binding arbitration in accordance with the following:

(a) Jurisdiction. The Parties hereby agree, as permitted by ARIZ. REV. STAT. § 12-1518, that claims, disputes and other matters in question hereunder which cannot be resolved pursuant to the procedures set forth in Sections 6.1.1 or 6.1.2 above (including those subject to mandatory arbitration pursuant to rules adopted under ARIZ. REV. STAT. § 12-133) shall be subject to arbitration as set forth below; provided, however, that the arbitrators shall have no power to change any of the provisions of this Agreement in any respect nor shall they have any power to make an award of reformation, and the jurisdiction of the arbitrators is hereby expressly limited accordingly.

(b) Request. Either Party may serve the other with a written request for arbitration, which notice shall also specify the name and address of one person designated to act as arbitrator on behalf of that Party. Within 15 days after the service of such request, the other Party shall give to the first Party written notice specifying the name and address of the person designated to act as arbitrator on its behalf. If the other Party fails to so notify the first Party within the time above specified, then the appointment of the second arbitrator shall be made by the AAA pursuant to the Rules then in effect. The arbitrators chosen shall meet within 10 days after the second arbitrator is appointed and shall appoint a third arbitrator who shall be a competent, impartial person, and in the event of their being unable to agree upon such appointment within the foregoing 10-day period, the third arbitrator shall be selected by the Parties themselves if they can agree thereon within a further period of 15 days. If the Parties do not so agree, then either Party on behalf of both may request the AAA to appoint such third arbitrator. The person appointed shall be the third arbitrator.

(c) Rules. The arbitration shall be conducted in Maricopa County, Arizona, and in accordance with the Rules.

(d) Decision. The arbitrators shall render their decision, upon the concurrence of at least two of their number, within 30 days after the appointment of the third arbitrator. Their decision shall be in writing and counterpart copies shall be delivered to each Party. A decision in which any two of the arbitrators acting hereunder concur may be appealed

directly to the Superior Court of Maricopa County within 30 days of the date of the decision. Unless so appealed, such decision shall in all cases be final, binding and conclusive upon the Parties and judgment upon the decision may be entered by any court having jurisdiction thereof.

(e) Fees. Unless otherwise required by the decision of the arbitrators, each Party shall pay the fees and expenses of the original arbitrator appointed by such Party or in whose stead, as above provided, such arbitrator was appointed, and the fees of the third arbitrator, if any, shall be borne equally by the Parties. Each Party shall bear the expense of its own counsel, experts, and preparation and presentation of proof, in connection with all proceedings prior to the entry of a decision by the arbitrators.

ARTICLE 7
Miscellaneous

7.1 Term. The term of this Agreement shall be five years (commencing on the date hereof), subject to the Parties' right to extend the term hereof for an additional term of five years, unless it is sooner terminated (a) in accordance with Section 7.2 below, or (b) by mutual written consent of the Parties. Each Party shall provide the other with written notice of its election to extend the initial term at least six months prior to the expiration thereof.

7.2 Termination.

7.2.1 Termination. This Agreement may be terminated by either Party in its sole discretion by providing 60 day notice to the other Party. Each Party shall have no liability or reimbursement obligation for any improvements or repairs made to the Facility.

7.2.3 Cancellation. Each Party reserves all rights that is may have to cancel this Agreement for possible conflicts of interest under ARIZ REV STAT. § 38-511 as amended.

7.2.4 Disposal of Property. Upon termination of this Agreement:

(a) The property belonging to each Party shall remain the property of such Party.

(b) Goodyear shall be responsible for removing, at its own cost and within 60 days after termination of this Agreement, the Training Tower and all other property belonging to Goodyear.

(c) Any costs associated with the removal of the Training Building or any other property belonging to Avondale, if removed by Avondale, shall be borne by Avondale alone.

(d) The easement granted in Subsection 2.1.2 shall terminate without further action of either party.

7.3 Assignment. Neither Party may assign, sublet, mortgage or encumber any right or interest under this Agreement without the prior written consent of the other Party, which consent may be withheld by the other Party in its absolute and sole discretion.

7.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

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

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Andrew J. McGuire, Esq.

If to Goodyear: City of Goodyear
PO Box 5100
Goodyear, Arizona 85338
Attn: Fire Chief

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

7.5 Approvals. With respect to any provision of this Agreement requiring the consent or approval of either Party as to any matter, unless specifically provided to the contrary in the particular provision requiring such consent or approval, that consent or approval shall not be unreasonably withheld or unreasonably delayed by the Party whose consent or approval is required.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7.7 Attorney's Fees. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.

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

7.9 Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreement.

7.10 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

7.11 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

7.12 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

7.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14 Recordation of Agreement: Effective Date. This Agreement shall be filed with the Maricopa County Recorder upon its execution. This Agreement shall be effective as of the date first set forth above or, if later, the date of filing of this Agreement as provided in this Section.

7.15 Time of Essence. Time is of the essence with respect to the performance of each and every term, condition, and obligation of this Agreement.

7.16 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

7.17 Legal Worker Requirements. As mandated by ARIZ. REV. STAT. § 41-4401, each Party is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with ARIZ. REV. STAT. §23-214-A, which requires that "every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program." A contractor is not in material breach of this provision if it complies with the employment verification provisions prescribed by Section 274a and 274b of the federal

Immigration Nationality Act and the e-verify requirements of ARIZ. REV. STAT. §23-214-A. As required by ARIZ. REV. STAT. § 41-4401, each Party offers the following to the other:

7.17.1 It warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARIZ. REV. STAT. §23-214-A.

7.17.2 A breach of that warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement.

7.17.3 Each Party retains the legal right to inspect the paper of the other to ensure that it is complying with the warranty specified in Section 7.17.1.

7.18 Sudan and Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in either Sudan or Iran.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

"**Avondale**"	"**Goodyear**"
City of Avondale, an Arizona municipal corporation	City of Goodyear, an Arizona municipal corporation
_____	_____
Marie Lopez Rogers, Mayor	James M. Cavanaugh, Mayor
Date: _____	Date:_____
ATTEST:	
_____	_____
Carmen Martinez, City Clerk	Lynn Mulhall, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Andrew McGuire Avondale City Attorney	Roric Massey Goodyear City Attorney

CITY COUNCIL REPORT

SUBJECT:
Resolution 2929-910 - Intergovernmental Agreement with ADOT for the Construction of an Interim Traffic Operations Center

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Sue McDermott, P.E., Director of Development Services and Engineering, 623-333-4211

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the construction of an interim Traffic Operation Center (TOC); authorize the transfer of $225,000 from 304-1275-00-8420, Western - Central to 4th Avenue Mill and Overlay, to a newly created line item; and authorize execution of the documents.

BACKGROUND:

On September 26, 2008, the City entered into an IGA with the State of Arizona acting by and through the Arizona Department of Transportation (ADOT) for administering a reimbursable grant in the amount of $500,000 for the design of a TOC and Strategic Plan for updating and implementing the City's ITS Master Plan.

On June 15, 2009, Council approved a Professional Services Agreement with Lee Engineering to provide design services for the Traffic Operations Center and Strategic ITS Plan. The purpose of which was to provide for the design of the City's Traffic Operations Center including location, equipment, structural needs, staffing needs, security, server and IT needs, an update to the City of Avondale ITS Master Plan, and a Strategic Plan for implementing and prioritizing the City's Master Plan. The design of the Avondale TOC is currently underway. All final documents including the System Engineering Analysis and Design Concept Report, ITS Strategic Plan, and PS&E for the interim TOC have been submitted.

Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds and investment in certain projects, including but not limited to, roads, bridges, mass transit, energy efficient buildings, flood control, clean water and other infrastructure projects. The City was allocated $2.2 million dollars of ARRA funding, the majority of which was used for pavement rehabilitation on Dysart Road between Van Buren Street and Indian School Road. Since the project came in under budget, the Federal Highways Administration (FHWA) has authorized the remaining funds in the amount of $328,224 to construct the interim TOC. The City had budgeted $225,000 for the Western Avenue, Central to 4th Avenue Mill Overlay project which is proposed to be used for the City's share to construct the interim TOC.

DISCUSSION:

The IGA with the State is a mandatory requirement in order to receive federal funds through the ARRA process. In addition, the IGA identifies and defines the State's and the City's respective responsibilities for the Project. The IGA proposes the following terms of agreement:

The State, acting through ADOT, shall:
a. Be the authorized agent for the City.
b. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.
c. Perform work and prepare documents required by the FHWA to qualify the project for and to receive ARRA funds.
d. The State will enter into a contract with a firm to whom the award is made for the construction of the Project; administer the contract for the Project and make all payments to the contractor.

The City shall:
a. Upon execution of this Agreement, designate the State as authorized agent for the City for the TOC project.
b. Prepare and provide the design documents required for construction of the Project and provide comments to the State as appropriate.
c. Provide the State with the City's share of the project cost in the amount of $151,776.
d. Grant the State permission to enter City lands as required to conduct all construction and pre-construction activities.
e. Be responsible for any and all costs attributable to any engineering change orders requested by the City not covered by ARRA/Recovery Act Funds. The City will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.
f. Provide for cost and proper maintenance of the Project, including all of the Project components.
g. Pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs.
h. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.
i. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.
j. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

BUDGETARY IMPACT:

The current Project cost estimate including CE and project contingencies is $480,000. Based on this estimate, the State will provide the City a maximum total of $328,224 in ARRA/Recovery Act Funds. In accordance with the IGA, the City is responsible for $151,776 and any Project costs over and above the estimated Project costs. Funding in the amount of $225,000 is available in CIP Street Fund 304-1275-00-8420, Western, Central to 4th Avenue Mill Overlay and will need to be transferred to a newly created line item for this project. Originally, the Western Avenue Mill Overlay project was scheduled for design in 2010/11 and construction in 2011/12. In the current CIP, the Western Avenue Mill Overlay project is scheduled in the 2016-2020 timeframe due to the reallocation of the 2011/12 funding.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) for the construction of an interim Traffic Operation Center (TOC); authorize the transfer of $225,000 from 304-1275-00-8420, Western - Central to 4th Avenue Mill and Overlay, to a newly created line item; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2929-910

RESOLUTION NO. 2929-910

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE TRAFFIC OPERATIONS CENTER PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the State of Arizona relating to the construction of an interim Traffic Operations Center located with the City's Municipal Operations Service Center (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, September 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2929-910

(Intergovernmental Agreement)

See following pages.

ADOT File No.: IGA/JPA 10-147I
AG Contract No.: P001 2010 xxxxxx
Project: Traffic Operation Center
Section: Lower Buckeye Road –
Fourth Street
Project No.:ARRA-AVN0(203)
MPO TIP No.: AVN 10-801ABS
TRACS No.: SS67901C
Budget Source Item No.: ARRA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes §48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009) for the disbursement of funds and investment in certain projects, including but not limited to, roads, bridges, mass transit, energy efficient buildings, flood control, clean water and other infrastructure projects to save and create jobs for long term growth and stability

4. Such Project lies within the boundary of the City and has been selected by the City; the survey of the Project (as defined herein) has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.

5. The interest of the State in this project is the acquisition and distribution of ARRA/Recovery Act Funds for the use and benefit of the City and to authorize such ARRA/Recovery Act Funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the City.

6. The work contemplated under this Agreement is for construction of an interim Traffic Operations Center located within the City's Municipal Operations Service Center, which is located at 399 E. Lower Buckeye Road in the City, which is intended to accommodate workstations, storage space, hereinafter referred to as the "Project". The State shall advertise, bid and award the Project.

7. The ARRA/Recovery Act Funds will be used for the construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are as follows:

TRACS No. SS923 01C

ARRA/Recovery Act Funds	$ 328,224.00
LOCAL Funds	$ 151,776.00
*TOTAL Project Costs	$ **480,000.00**
*(Includes CE and project contingencies)	

The Parties acknowledge that the eventual actual cost may exceed the estimate, and such case the City is responsible for any and all costs exceeding the estimate. Actual costs may be less than the estimate and not needed for the Project, at which time any excess funding will be de-obligated from the Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Be the authorized agent for the City. As the City's agent, the State will construct the Project during the City's normal business hours (currently Monday through Thursday, from 7 a.m. to 6 p.m).

b. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.

c. On behalf of the City, perform work and prepare documents required by the FHWA to qualify certain projects for and to receive ARRA/Recovery Act Funds. Such work may consist of, but is not specifically limited to, the review and approval of the prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Request the maximum programmed federal ARRA/Recovery Act Funds for the construction of this Project. Should costs exceed the maximum federal ARRA/Recovery Act Funds available, it is understood and agreed that the City will be responsible for any overage.

e. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the City's estimated share of the Project, currently estimated at **$151,776.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

f. Upon approval by the FHWA, and receipt of the City's funds, proceed to advertise for, receive and open bids. The State will enter into a contract(s) with a firm(s) to whom the award is made for the

construction of the Project; administer contracts(s) for the Project and make all payments to the contractor(s).

g. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Prepare and provide the design documents required for construction of the Project and provide comments to the State as appropriate.

c. Upon execution of this agreement, within thirty (30) days of receipt of an invoice from the State, and prior to the performance or authorization of any work, remit the City's share of the Project costs currently estimated at **$151,776.00** to the State.

d. Be responsible for all costs in excess of the maximum amount of ARRA/Recovery Act Funds and for any costs ineligible for ARRA/Recovery Act Funds. Such costs shall be paid by the City within thirty (30) days of receipt of invoice from the State.

e. Grant the State, without charge, cost or additional documents and agreements, permission to enter City lands as required to conduct all construction and pre-construction activities related to the Project, including and without limitation, temporary construction easements, or temporary right-of-entry.

f. Be responsible for any and all costs attributable to any engineering change orders requested by the City not covered by ARRA/Recovery Act Funds. The City will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

g. Provide for cost and proper maintenance of the Project, including all of the Project components.

h. Pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

j. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

k. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the City. Further, this Agreement may be cancelled at any time prior

to advertisement of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. Promptly after termination of this Agreement, the City will return to the State all property belonging to the State which is in the City's possession, and the State will return to the City all property belonging to the City which is in the State's possession.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of, construction and construction engineering work under this Agreement is to be covered by the ARRA/Recovery Act Funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of ARRA/Recovery Act funds, or that certain costs may not be accepted by the federal government as eligible for ARRA/Recovery Act funds. Therefore, the City agrees to furnish and provide the difference between actual costs and the ARRA/Recovery Act Funds received.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the FHWA.

5. The State will follow reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. All books, accounts, reports, files and other records of any Party relating to this Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party until five years after the Project is completed. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State or the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be

terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State or the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax	City of Avondale Attn: Sue McDermott 11465 W. Civic Center Drive Avondale, Arizona 85323 (623) 333-4211 (623) 333-0420 Fax

13. To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Project to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

14. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

By _____
MARIE LOPEZ ROGERS
Mayor

ATTEST:

By _____
CARMEN MARTINEZ
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

IGA/JPA 10-147I

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2010.

_____

City Attorney

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1425-910 - Amendment to City Code Chapter 24 - Water Security Deposits, Service Fees and Conditions

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Kevin Artz, Finance and Budget Director (623)333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt an Ordinance amending the Avondale City Code, Chapter 24, relating to an increase in security deposits, the fee to connect service, and conditions to restore service.

BACKGROUND:

In May of 2010 the State of Arizona adopted House Bill 2450, which limits the City's ability to collect delinquent utility bills from the owner of rental property. The law states “A Municipality shall not require payment of unpaid water and wastewater service rates and charges by anyone other than the person who the Municipality has contracted with to provide service.”

The City Code allows the collection of delinquent utility accounts from tenants to be collected from the landlord prior to establishing new service at a service location. The City has enforced this provision over the past several years, and required payment from the owner of the property if there were any delinquent bills. With the passage of HB 2450 (effective August 1, 2010), the City no longer has the ability to collect delinquent accounts from the owner on their rental properties, under the current City Code.

Staff presented two options to Council in a work session on July 7, 2010. The first option presented was to require the service to be established by service location (in the name of the owner of the property). The second option was to continue to allow tenants to sign up for services and increase the required deposit to $250 for all new services. Council directed staff to have an open house in an effort to solicit feedback from the community.

Per Council's direction, Staff held a public open house on August 18, 2010 to present the options that were presented to Council and seek public feedback. Approximately 17 people attended the meeting, comprising a representation of individual homeowners, landlords with one or more rentals in Avondale, real estate agents and property managers.

The landlords, agents and property managers were particularly opposed to Option One, for the following reasons:

- It would present a hardship on landlords trying to collect utilities
- Difficulty for landlords who would owe city tax on the “income” they collected from the tenant for the water bill
- Would be a deterrent to investors seeking to buy in Avondale; Agents would turn to other communities - resulting in slowdown of home sales in Avondale, and ultimately an increase in

vacant homes
- City would lose the ability to track rentals through utility sign ups and decrease revenue collection in sales tax
- Put tenants at a huge disadvantage if owner does not pay the bill; tenant has to give notice to withhold rent, which may mean that the renter may be without water for a period of time
- “Why should landlords be penalized for tenant's delinquency because of the city's inability to turn off service in a more timely manner?”

The individuals that were the most vocal at the public meeting considered the second option, to increase the deposit for owners and tenants, to be the most fair and equitable option. It was also discussed that the required deposit could be increased if service was disconnected for non-payment.

Staff also presented the same information to the Neighborhood and Family Services Commission on August 25, 2010. Eight of the nine members present were in favor of the option to increase the deposit for all property owners. In addition, several of the Commission members also believed the deposit should be refunded after a certain period of time (1 to 2 years). Staff's recommend Ordinance does not include a provision to refund the deposit until the service is terminated.

Staff received one voice mail from an individual indicating that if a citizen couldn't pay their water bill, then they wouldn't be able to pay the increased deposit either, so the City should not increase the deposit amount.

DISCUSSION:

Staff has explored two different options to protect the City's ability to collect or limit delinquent accounts.

Option A - Utility service linked to service location

The first option is to require the utility service to be placed in the owners name for all residential properties. The owner would then be responsible to pay the bill (the owner could have the bill mailed to the tenant; include the amount in the rent amount or any other arrangement they want to enter into with their tenant).

From the City's perspective, an advantage of contracting with the owner of the property is the City's enhanced ability to collect delinquent accounts on rental properties. Contracting with the owner allows the delinquency to stay with the service location, instead of linking the delinquency to the tenant. As a result, all disputes over who is responsible for the bill have been eliminated, and the City has significantly enhanced its ability to collect the delinquency and can ultimately lien the property if necessary.

Another advantage is the increased efficiency in the Water Billing Division and the Public Works Department. If the service is tied to the location, and is in the owner's name, there is a significant decrease in the volume of work orders that are processed. Currently, a work order is processed every time there is an on, off or transfer at a service location. Each work order requires a field representative to go to the service location, obtain a read and either turn on or off the service. In addition, the office staff has to process each work order, close the account, manually bill the account, and open a new account.

For example, at a location where the tenant moves out, the owner puts the service back in their name, and then rents to a new tenant in the same month, there could be 4 four service orders and four trips to the service location by City staff. The City processed 13,738 work orders for 2009 or an average of 66 work orders per day. Again, each of those work orders required a visit to the service location, and the billing staff to process several transactions (close account, closing bill, establish new account). Whereas, if the bill is linked to the service location, a work order would be processed when the service is initially established and very infrequently thereafter.

There are also some drawbacks to requiring the service to be placed in the owner's name. First, there is a potential for the City to be caught in the middle of landlord/tenant disputes. For example, a landlord may become delinquent on their utility bill, and the City would disconnect their service for non-payment. However, the tenant may be current with their rental agreement. If the landlord doesn't remedy the situation immediately, the tenant would likely look to the City to help resolve the dispute.

Another potential drawback to having the service in the owners name is the City would not have access to rental agreements. Currently, the City requires the tenant to provide a copy of the lease agreement prior to establishing service. The Finance Department can use the lease agreement to confirm the landlord is appropriately remitting their sales tax for the rental property classification. The City would have to establish alternative procedures to ensure the rental sales tax is being paid.

Finally, and most importantly, having the water service in the owners name for rental property does not help with collection efforts for the owner-occupied delinquencies.

Option B - Increased Deposit

Another option to offset the effects of HB2450 is to continue to allow tenants to establish utility service and increase the required deposit. Currently, the City requires a $75 deposit for residential accounts (deposit is waived for owner occupied or if the tenant has a letter of credit from another utility company). The deposit would have to be in the $150-250 range to be effective, and the provision to waive the deposit should be eliminated.

The advantages of increasing the deposit are enhancing the collectability of delinquent accounts (including owner occupied), maintaining the ability to obtain the lease agreements, and limiting exposure to landlord/tenant disputes.

An increased deposit would help the City collect on delinquent accounts from rentals and owner-occupied properties. A deposit of $175 would be adequate to cover an average water consumption bill. However, there would still be accounts with water consumption outside of the averages, and it would be possible for their delinquency to exceed the deposit amount before the City could disconnect for non-payment.

The drawbacks to increasing the deposit instead of requiring the owner to establish service is the loss of the ability to increase efficiencies in the Finance and Public Works Departments, and the potential the deposit amount may not cover the outstanding delinquent amount.

The proposed Ordinance increases the Deposit to $175, eliminates the provision to waive the deposit with proof of ownership or with a letter of credit, eliminates the provision to refund the deposit after one year of service, increases the turn-on fee from $20 to $60 ($100 for same day service), requires an additional deposit of $75 if a service location is disconnected for non-payment, and eliminates section 24-49, which allowed the City to hold the landlord responsible for a tenants bill.

The deposit amount in the proposed Ordinance is less than originally proposed by staff. Based on feedback from the residents and in an effort to keep the service more affordable, the proposed deposit was reduced to an initial deposit of $175; however, if a resident is disconnected for non-payment they will be required to pay the past due amount, a turn-on fee ($60) and an additional deposit ($75), in order to have service restored.

RECOMMENDATION:

After hearing the feedback from the community, discussions with City staff, and discussions with other Cities, Staff recommends Council adopt an adopt an Ordinance amending the Avondale City Code, Chapter 24, relating to an increase in security deposits, the fee to connect service, and conditions to restore service.

ATTACHMENTS:

Click to download

- Ordinance 1425-910

ORDINANCE NO. 1425-910

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM, RELATING TO AN INCREASE IN THE FEE FOR TURNING ON WATER SERVICE, RESTORATION OF SERVICE, AN INCREASE IN SECURITY DEPOSITS AND THE PERSON LIABLE FOR PAYMENT OF THE BILL; AND PROVIDING FOR SEVERABILITY.

WHEREAS, a public hearing was held on August 18, 2010, to solicit input from the community regarding the substantial amount of the delinquent utility fees owed to the City of Avondale; and

WHEREAS, the Council of the City of Avondale finds that the proposed increases in certain fees and security deposits are necessary to offset increasing delinquencies on water and sewer accounts; and

WHEREAS, the Council of the City of Avondale further finds that the proposed amendments to the Code are necessary to bring the code into compliance with recent changes to state law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 1, Generally, Section 24-20, Fee for turning on water service, is hereby amended to read as follows:

24-20 Fee for turning on water service.

A charge of ~~twenty~~ SIXTY dollars ($~~20.00~~ 60.00) shall be made for each turn-on of water service. FOR SAME DAY TURN-ON SERVICE, A CHARGE OF ONE-HUNDRED DOLLARS ($100.00) SHALL BE MADE FOR EACH TURN-ON OF WATER SERVICE.

SECTION 3. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 1, Generally, Section 24-37, Restoration of service, is hereby amended to read as follows:

24-37 Restoration of service.

Water service shall not be restored until the delinquent bill is paid, ~~a~~ AN ~~new~~ ADDITIONAL security deposit of ~~like amount~~ SEVENTY-FIVE DOLLARS is made, and ~~the~~ AN ADDITIONAL turn on fee is paid. (Code 1971, § 16-3-2)

SECTION 4. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-46, Security deposit, is hereby amended to read as follows:

24-46 Security deposit.

(a) A water security deposit in the following amount shall be required of all consumers as follows:

(1) Residential consumers, ~~seventy-five~~ ONE-HUNDRED SEVENTY-FIVE dollars ($~~75.00~~ 175.00)~~;~~.

(2) Commercial consumers, ~~one hundred fifty~~ THREE HUNDRED dollars ($~~150.00~~300.00)~~;~~.

(3) Hydrant meters, one thousand dollars ($1,000.00).

A separate deposit is required for each meter.

~~(b) The residential security deposit set forth in subsection (a) of this section may be waived if the customer can produce (i) proof of ownership of the property to be served or (ii) a letter from another utility company showing proof of one (1) year's service to the customer without any payment being more than thirty (30) days late.~~

(~~c~~B) Deposits shall not earn interest and shall be refunded to the consumer upon discontinuance of service and payment of charges, provided that the charges may be deducted from the deposit before the refund is made.

(~~d~~C) If a consumer fails to pay the water charges for any sixty (60) day period the deposit shall be forfeited to the city.

~~(e) After one (1) year of continual service, without any payment being made more than thirty (30) days late the security deposit charged to residential and consumers pursuant to subsection (a) of this section shall be refunded to the consumer. The refund shall be based upon individual accounts, regardless of the number of locations within the city to which service has been provided under the account. In the case of a consumer which receives service under more~~

~~than one (1) account, the deposit for each account will be refunded when the account achieves one (1) year of continual service. The provision of this subsection shall not apply to deposits for hydrant meters charged pursuant to subsection (a) of this section. The refund provided for in this subsection shall be paid to the consumer entitled thereto in the form of a credit to said consumer's account.~~

~~(f) All customers of the East Avondale Water Company who were customers of the same water system prior to its acquisition by the City of Avondale, and who have been charged and who have paid a water security deposit, shall be entitled to a refund of said deposit in the form of a credit against their water bills after October 2, 1989.~~

SECTION 5. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 2, Rates, Charges, Billing and Collection Procedures, Section 24-49, Persons liable for bills, is hereby amended to read as follows:

24-49 Persons liable for bills.

When a water security deposit is made, the person in whose name such deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished. ~~In those cases where a deposit is not required or~~ WHERE non-payment by a tenant has occurred, EXCEPT FOR TENANTS RESIDING IN A RESIDENTIAL PROPERTY OF FOUR OR FEWER UNITS, the person owning the premises shall be responsible for payment of all bills incurred in connection with the services furnished.

SECTION 6. If any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

SECTION 7. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, September 7, 2010.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Mayor Lopez Rogers Submission for NLC 2nd Vice President

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Shirley Gunther, Intergovernmental Affairs Manager (623)333-1612

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff will provide an update to the Council on the Arizona League of Cities and Towns endorsement of Mayor Marie Lopez Rogers' candidacy for the National League of Cities (NLC) 2nd Vice President position in 2011. For information and discussion only.

BACKGROUND:

This past fall, Mayor Lopez Rogers participated in the NLC 2nd Vice President nomination process while at the NLC Congress of Cities conference in San Antonio. This process proved to be an insightful leadership opportunity for the Mayor as she was able to hear from many elected officials from across the country about the issues that are affecting their communities. At the urging of numerous NLC members and the various NLC constituent groups, the Mayor has agreed to submit her name for the 2nd Vice President position at the Fall 2010 NLC conference in Denver, CO.

On January 4, 2010 the Avondale Council endorsed Mayor Rogers' candidacy and approved the necessary funds to accommodate travel to NLC meetings and constituency group conferences during 2010 prior to the NLC fall conference. The Council approved the transfer of $3,000 from the general Council meeting expense line item (101-5000-00-6540) to the general Council marketing expense line item (101-5000-00-6525). The marketing line item currently includes funds associated with the Mayor's travel to Washington, DC for lobbying efforts. On August 25, 2010, the League of Arizona Cities and Towns Executive Committee unanimously supported Mayor Lopez Rogers as the Arizona Candidate for 2nd Vice President.

DISCUSSION:

The application process for 2011 NLC Officers and Board of Directors is now officially underway, with a deadline of November 9 to submit. The 15-person Nominating Committee, appointed by NLC President Ronald O. Loveridge, Mayor of Riverside, Calif., will be announced in September.

The NLC Officers are president, first vice president and second vice president, immediate past president and all past presidents who still serve in elected city office. Among the officers, only the open position of second vice president is normally contested; the NLC president and first vice president positions usually rotate upward.

RECOMMENDATION:

No action is required. For Council update and discussion only.

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 7, 2010

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available