

# CITY COUNCIL AGENDA

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

REGULAR MEETING  
May 2, 2011  
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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. [Recognition of Avondale Citizen Leadership Academy Class V Graduates](#)
- b. [Presentation by Cam Hunter, Deputy Director of the State Forestry of the designation of Avondale as Tree City, USA.](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**

1. Special Meeting of April 11, 2011
2. Regular Meeting of April 18, 2011

b. **LIQUOR LICENSE ACQUISITION OF CONTROL - GAME TIME SPORTS GRILL**

City Council will consider a request for approval of an application from Randy Nations for Acquisition of Control of a Series 12 - Restaurant License to sell all spirituous liquors at Game Trime Sports Grill located at 1729 N. Dysart Road #107 - 109 in Avondale. The Council will take appropriate action.

c. **SPECIAL EVENT LIQUOR LICENSE - THE TIA FOUNDATION FOR CINCO DE MAYO EVENT**

City Council will consider a request from Laura Libman on behalf of The Tia Foundation for a Special Event Liquor License for a Cinco de Mayo fundraising event to be held on Thursday, May 5, 2011 from 4:00 p.m. to 12:00 a.m. at Manny's Mexican Restaurant located at 12345 W. Indian School Road in Avondale. The Council will take appropriate action.

d. **PURCHASE AGREEMENT - DELL MARKETING LIMITED PARTNERSHIP**

City Council will consider a request to approve a Purchase Agreement with Dell Marketing Limited Partnership for the purchase of computer replacement equipment for various city departments in the amount of \$89,525.28 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The City Council will take appropriate action.

e. **PURCHASE AGREEMENT - NORWOOD EQUIPMENT, INC.**

City Council will consider a request to approve a Purchase Agreement with Norwood Equipment, Inc. to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories for a total amount not to exceed \$90,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 2969-511 - FIRST AMENDMENT TO THE CONTRACT AGREEMENT WITH MARICOPA COUNTY COMMUNITY ACTION PROGRAM**

City Council will consider a resolution authorizing the first amendment to the Contract Agreement with the Maricopa County for a grant award in the amount of \$57,432 to operate the Community Action Program for FY 10-11 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **BUSINESS RETENTION INTERNSHIP PROGRAM UPDATE**

City Council will receive an update regarding the Estrella Mountain Community College Business Retention Internship (BRI) program. For information only.

6 **ADJOURNMENT**

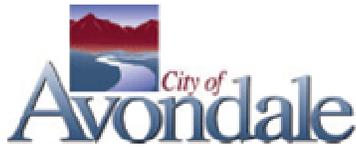
Respectfully submitted,



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:**

Recognition of Avondale Citizen Leadership  
Academy Class V Graduates

**MEETING DATE:**

May 2, 2011

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The City Council will recognize the participants of Avondale's Citizen Leadership Academy, who took time out of their busy schedules to successfully complete 10 weeks of insightful workshops and informative tours to learn more about their community and how the City of Avondale functions as an organization dedicated to public service.

**BACKGROUND:**

In 2007, Avondale launched its first Citizen Leadership Academy as a means of accomplishing a goal of the City Council to encourage community involvement. Avondale's Citizen Leadership Academy is a ten-week program that offers a comprehensive, behind-the-scenes perspective on Avondale city government, with interactive and informative workshops on topics ranging from how the city runs to future development and building strong neighborhoods. Participants take part in a "quality of life" tour of city parks and facilities, serve as a "jury" in a mock court trial, and are offered a close up view of public safety vehicles and apparatus during the public safety workshops.

**DISCUSSION:**

Since its inception, the Citizen Leadership Academy has met the Council's goal of encouraging community involvement because many of the graduates from the program have "answered the call" to public service by becoming more involved in their community -- whether it's serving on an HOA board in their neighborhoods or joining a city Board, Commission or Committee. Some have even run for public office at the local or state level. Staff is aware that it takes a great commitment on behalf of the academy's participants, and as a result, the city would like to recognize the following members of Class V for their active participation, insightful questions and anticipated continued involvement in their community:

- Adekunle Alade
- Bryan Kilgore
- Christina Schahrer
- Cindy Butler
- Conny Koenig
- Daniel Miranda
- Danielle Brown
- John Kubasko
- Joseph Mosca
- Julia Anderson
- Lorenzo Sierra
- Nicole Gardea
- Patsy Gigous

- Raquel Lewis
- Rhonda Cagle
- Virginia Rini

**BUDGETARY IMPACT:**

The Community Relations Department has budgeted approximately \$2,600 annually for the program, to cover costs for a tour bus, meals and materials/handouts.

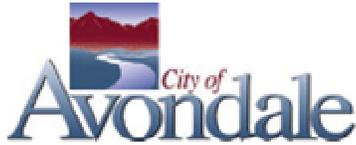
**RECOMMENDATION:**

The Mayor and Council are asked to congratulate and recognize the graduating members of Avondale's Citizen Leadership Academy Class V.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Annual Tree City Recognition

**MEETING DATE:**

May 2, 2011

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Cam Hunter, Deputy Director of the State Forestry Service will be presenting the City of Avondale an annual award for being designated as a Tree City, USA.

**DISCUSSION:**

On May 30, 2010 the City of Avondale submitted an application to become a Tree City and was officially designated as a Tree City USA in July 2010. The Tree City USA Program is sponsored in cooperation with the National Association of Foresters and the USDA Forest Service. The program provides recognition, guidance, and assistance to communities committed to the planting, maintenance, and care of trees throughout the community. There are currently more than 3400 Tree City communities in the USA, serving over 135 million people.

To qualify as a Tree City USA Community, a town or city must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. According to the standards, applicant communities must establish a Tree City Board, establish a tree care ordinance, create a budgeted tree maintenance plan, and host an annual Arbor Day observance. The City of Avondale has met all of the requirements.

**BUDGETARY IMPACT:**

There is no budgetary impact to this item.

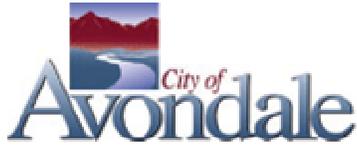
**RECOMMENDATION:**

For information only - no action required.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
May 2, 2011

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

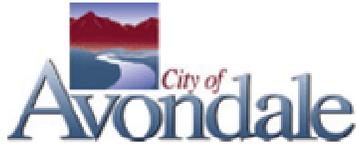
**PURPOSE:**

1. Special Meeting of April 11, 2011
2. Regular Meeting of April 18, 2011

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Liquor License Acquisition of Control - Game Time Sports Grill

**MEETING DATE:**

May 2, 2011

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

**PURPOSE:**

Staff is requesting approval of an application from Randy Nations for Acquisition of Control of a Series 12 - Restaurant License to sell all spirituous liquors at Game Trime Sports Grill located at 1729 N. Dysart Road #107 - 109 in Avondale.

**DISCUSSION:**

The City Clerk's Department has received an application from Mr. Randy Nations for an acquisition of control resulting from modifications to the membership of the limited liability corporation. The required prorated fees totaling \$1,050.00 have been paid.

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

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department who has determined that the establishment is in good financial standing with the City. Department comments are attached.

The original application was reviewed and approved by the City Council October 15, 2007.

**RECOMMENDATION:**

Staff is requesting approval of an application from Randy Nations for Acquisition of Control of a Series 12 - Restaurant License to sell all spirituous liquors at Game Time Sports Grill located at 1729 N. Dysart Road #107 - 109 in Avondale.

**ATTACHMENTS:**

Click to download

- [Application](#)
- [Departmental Review](#)
- [Posting photos](#)
- [Vicinity Map](#)



SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? [ ] YES [ ] NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: \_\_\_\_\_ Date of last renewal: \_\_\_\_\_

2. Current Licensee or Agent: \_\_\_\_\_ (Exactly as it appears on license) Last First Middle

I, \_\_\_\_\_, hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_ The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires on: \_\_\_\_\_ (Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [ ] YES [ ] NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[ ] LIMITED LIABILITY CO.
[ ] TRUST
[ ] OTHER Explain \_\_\_\_\_

Type of new ownership:

- [ ] J.T.W.R.O.S.
[ ] INDIVIDUAL
[ ] PARTNERSHIP
[ ] CORPORATION
[ ] LIMITED LIABILITY CO.
[ ] TRUST
[ ] OTHER Explain \_\_\_\_\_

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

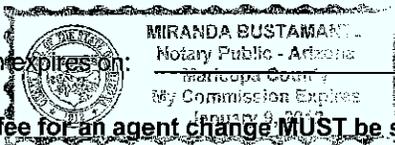
I, Randy D. Nations, hereby declare that I am the APPLICANT filing this application.

have read the application and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa

X \_\_\_\_\_ The foregoing instrument was acknowledged before me this 3rd day of January, 2011

My commission expires on: \_\_\_\_\_ (Signature of NOTARY PUBLIC)



NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure MUST be submitted with this application (A.R.S. 4-209.A)

11 APR 23 11:47 AM '18

A2 LLC

Adrienne Humble

50%

*Member*

Alan Lowe

50%

*Member*

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.

Liquor License #

12077305

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

(If the location is currently licensed)

1. Check appropriate box -> [ ] Controlling Person (Complete Questions 1-19) [X] Agent (Complete Questions 1-19) [ ] Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Nations Randy D. 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: Morenci AZ USA Height: 6'1 Weight: 210 Eyes: Haz Hair: Bro

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 480-730-2675

6. Name of Current or Most Recent Spouse: Nations Deborah Jean Collier Date of Birth: (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 480-730-2675

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: Game Time Sports Grill Premises Phone: 623-535-7117

11. Physical Location of Licensed Premises Address: 1729 N. Dysart Rd. Suite 107-109 Avondale Maricopa 85323

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.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 04/93, CURRENT, President ALIC Enterprises, 1811 S Alma School Rd Ste. 268 Mesa, AZ 85210

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

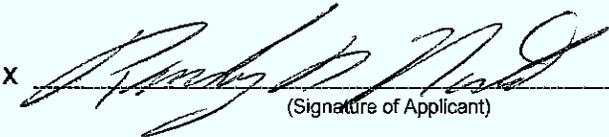
Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: 12/95, CURRENT, Own, [Address], [City], [State], [Zip]

**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? \_\_\_\_\_, 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, Randy D. Nations, 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  
3rd day of January, 2011  
Month Year

  
(Signature of NOTARY PUBLIC)

My commission expires on:  MIRANDA BUSTAMAN  
 Notary Public - Arizona  
 My Commission Expires: Day Month Year  
January 9, 2011

**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 \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
 Print Name  
 My commission expires on: \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

P.O. Box 2502

Chandler, Arizona 85244

(480) 730-2675 Phone (480) 730-2676 Fax



## ARIZONA LIQUOR INDUSTRY CONSULTANTS

This addendum is written in response to questions 16, 17, 18, and 19 on the QUESTIONNAIRE.

In response to question 16, my company is currently contracted with over five hundred (500) liquor establishments statewide, not to mention those who have cancelled services since our inception in 1993. Depending on when this document is reviewed, it's possible that there may be a pending administrative citation, compliance action, arrest or summons against one of them.

In response to question 17, since I began ALIC in April of 1993, I have been associated with hundreds of liquor establishments and liquor licenses. Several of them have received citations (fines) and in some instances, a suspension. I work with the compliance officer on a regular basis acting as a representative for those who utilize my contract service. I do not however, have anything to do with the actual operation of any liquor establishment in this or any other state. Therefore, none of the violations to which I have just referred can be associated to me personally. Additionally, it would be almost impossible for me to give you a reconciliation of these violations, as I have been associated with so many licenses for so many years.

Question 18. In early 1995, I was involved in litigation over the sale of a class six (6) liquor license. The seller in this case presented documents to me, you (DLLC), and the Arizona Department of Revenue, showing him as the president of a corporation that owned a liquor license. He requested my assistance in selling this license, as I am a liquor license broker. The license was brokered and sold by me. Some weeks later I discovered that the individual selling the license on behalf of the corporation was a fraud, therefore the sale of the license illegal. After notifying the purchaser (victim), he instigated a lawsuit against both me and the escrow company used to consummate the sale of the license. The litigation against my company and me was later dropped; I did however have to pay the buyer's attorney's fees. Additionally, I prepared a felony complaint, took it to prior police associates at the Arizona Department of Public Safety and we obtained a five count Grand Jury Indictment and six year prison conviction against the fraudulent seller.

Question 19. I am currently the Administrative Agent on numerous liquor licenses throughout the State of Arizona. I have also owned liquor licenses that were purchased for resale only.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Randy Nations".

Randy Nations,  
President ALIC

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**

800 W Washington 5th Floor  
Phoenix, AZ 85007-2984  
(602) 542-5141

P1664655

**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 DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

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

**Liquor License #**

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

(If the location is currently licensed)

1. Check appropriate box →  **Controlling Person** (Complete Questions 1-19)  **Agent** (Complete All Questions except # 14, 14a & 21)  
 Controlling Person or Agent must complete #21 for a Manager  **Manager (Only)** Controlling Person or Agent must complete # 21

2. Name: Humble Adrienne Jean Date of Birth: \_\_\_\_\_  
 Last First Middle (NOT a Public Record)

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: Arizona  
 (NOT a public record) (NOT a public record)

4. Place of Birth: Waynesburg PA USA Height: 5'10" Weight: 160 Eyes: BRO Hair: BRO  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: \_\_\_\_\_

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

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

8. Telephone number to contact you during business hours for any questions regarding this document. 623-707-7478

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: Game Time Sports Grill Premises Phone: 623-535-7117

11. Physical Location of Licensed Premises Address: 1729 N. Dysart Dr. #107-109 Avondale Maricopa 85323  
 Street Address (Do not use PO Box #) City County 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)
07/08	CURRENT	Manager	Game Time Sports Grill 1729 N. Dysart Dr. #107-109 Avondale, AZ 85323
02/05	05/10	Teacher	Buckeye Elementary 25555 W. Durango Buckeye, AZ 85326

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
12/07	CURRENT	O				
11/05	12/07	R				

If you checked the Manager box on the front of this form skip to #15 on 9/19

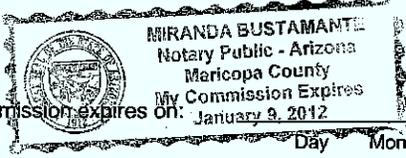
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must 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, Adrienne J. Humble, 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]  
\_\_\_\_\_  
(Signature of Applicant)

State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this  
13th day of August December, 2010  
Month Year  
[Signature]  
(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 \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

\_\_\_\_\_  
Print Name

My commission expires on: \_\_\_\_\_  
Day Month Year

**SEE AMENDMENT**

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? \_\_\_\_\_, 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, Adrienne Jean Humble, 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 \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

My commission expires on: \_\_\_\_\_  
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  
\_\_\_\_\_ day of \_\_\_\_\_  
Month Year

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

**AMENDMENT**

11 APR 25 11:03 AM

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.

Adrienne Humble

Full Name (please print)

Signature

02/12/2011

Training Completion Date

02/12/2014

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

If Trainee Is Employed By A Licensee

Randy Nations

Name of Licensee

Game Time

Business Name

Liquor License #

**Alcohol Training Program Provider Information**

Arizona Liquor Industry Consultants

Company or Individual Name (please print)

PO Box 2502

Address

Chandler

City

Arizona

State

85244

Zip

480

730

2675

Daytime Contact Phone #

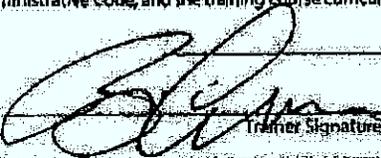
I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control.

Brian Andersen

Name of Trainer (please print)

02/12/2011

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 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.

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.

Adrienne Humble  
Full Name (please print)

Signature

02/15/2011  
Training Completion Date

Type of Training Completed (check Yes or No)

- Yes  No BASIC
- Yes  No MANAGEMENT
- Yes  No BOTH
- Yes  No ON SALE
- Yes  No OFF SALE
- Yes  No OTHER

02/15/2016  
Certificate Expiration Date  
(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Trainee Is Employed By A Licensee

Randy Nations  
Name of Licensee

Game Time  
Business Name

Liquor License #

**Alcohol Training Program Provider Information**

Arizona Liquor Industry Consultants  
Company or Individual Name (please print)

PO Box 2502  
Address

Chandler  
City

AZ  
State

85244  
Zip

(480) 730 2675  
Daytime Contact Phone #

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

Brian Anderson  
Name of Trainer (please print)

  
Trainer Signature

02/15/2011  
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.

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**

800 W Washington 5th Floor  
 Phoenix AZ 85007-2034  
 (602) 542-5141

P1664656

**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.

**Liquor License #**

12077305

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

*(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: Low Alan Dale Date of Birth: \_\_\_\_\_  
 Last First Middle (NOT a Public Record)

3. Social Security Number: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State: WA  
 (NOT a public record) (NOT a public record)

4. Place of Birth: Richland WA USA Height: 5'9" Weight: 295 Eyes: BL Hair: GRAY  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: \_\_\_\_\_

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

7. You are a bona fide resident of what state? Washington If Arizona, date of residency: \_\_\_\_\_

8. Telephone number to contact you during business hours for any questions regarding this document. \_\_\_\_\_

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: Game Time Sports Grill Premises Phone: 623-535-7117

11. Physical Location of Licensed Premises Address: 1729 N. Dysart Dr. #107-109 Avondale Maricopa 85323  
 Street Address (Do not use PO Box #) City County 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)
09/09	CURRENT	Project Manager	Oxford Global Res. 100 Cummings Center Ste 2062 Beverly, MA 01915
07/09	09/09	Unemployed	
03/09	07/09	Project Analyst	5704 So Toro Rd. Russellville, AL 35653

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
06/84	CURRENT	O				

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? \_\_\_\_\_, 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

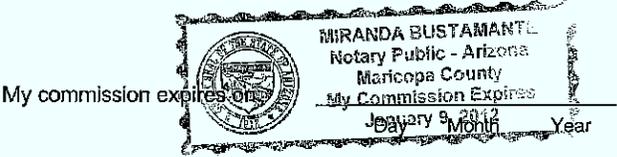
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
 Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

20. I, Alan Dale Lowe, 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 Alan D. Lowe  
 (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this  
13<sup>th</sup> day of December, 2010  
 Month Year



Miranda Bustamante  
 (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 \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Print Name  
 My commission expires on: \_\_\_\_\_  
 Day Month Year

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

Attached is Alan Dale Lowe's Additional employment

Question 12

- 10/08-03/09 Project Manager Diversified Maint. Systems  
3165 So. 300 W  
Salt Lake City, UT 84115
- 03/07-10/08 Sub Contract Shaw Group, Inc.  
4171 Essen Lane  
Baton Rouge, LA 70809
- 12/06-03/07 Project Man Anthony Construction Co.  
8110 7<sup>th</sup> Avenue So.  
Seattle, WA 98108
- 11/06-12/06 Unemployed
- 05/06-11/06 Project Man Diversified Maint. Systems  
3165 So. 300 W  
Salt Lake City, UT 84115
- 04/06-05/06 Unemployed
- 02/06-04/06 Project Man Chzmhill, Inc.  
919150 Jamaica Street  
Englewood, CO 80112
- 12/05-02/06 Unemployed
- 03/83-12/05 Project Man Fluor Hanford Co.  
2420 Stevens Dr.  
Richland, WA 99354

RECEIVED

DEC 23 2010

11 MAR 29 11:01 AM '10

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

**ARTICLES OF AMENDMENT**  
Pursuant to A.R.S. 29-633 (F)

1. The name of the limited liability company is:

GAME TIME Sports Grill, LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 22 day of DECEMBER, 2010.

Signature: Joseph Zozaya

Print Name: Joseph Zozaya

Check One:  Member  Manager

**DO NOT PUBLISH THIS SECTION**  
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

11 NOV 29 11:47 AM '10

December 22, 2010

To Whom It May Concern:

Please accept the amendment for Game Time Sports Grill, LLC. As of December 20, 2010, we would like to add A<sup>2</sup>, LLC, to assist with the day-to-day business encounters. Game Time Sports Grill, LLC.

Please add A<sup>2</sup>, LLC to the Articles of Organization.

Game Time Sports Grill, LLC.  
16490 W. Watkins Street  
Goodyear, Arizona 85338  
602-615-7890  
L-1328533-3

A<sup>2</sup>, LLC.  
1127 S. 165<sup>th</sup> Drive  
Goodyear, Arizona 85338  
623-707-7478  
L-1646051-0

If you have any additional questions, please feel free to contact me at 602-615-7890.

Thank you,  
Joseph Zozaya

11 MAR 23 04. Dept AM 9 19

JUN 01 2009

FILE NO. 1329533-3

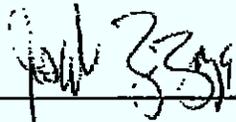
ARTICLES OF AMENDMENT  
Pursuant to A.R.S. 29-633 (F)

1. The name of the limited liability company is:

Game Time Sports Grill, LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 29 day of May, 2009.

Signature: 

Print Name: JOSEPH ZOZAYA

Check One:  Member  Manager

09 PM 18 147. Lic. 919 20

**DO NOT PUBLISH THIS SECTION**  
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

MAR 29 11:47 AM '09

**EXHIBIT A**

(Insert the text of the amendment)

May 29, 2009

To Whom It May Concern:

Please accept the amendment of members for Game Time Sports Grill, LLC. As of May 15, 2009, members Eugene Orabuena and Michele Orabuena have chosen of their own will to remove themselves from the Game Time Sports Grill, LLC., day-to-day business encounters choosing not to be involved in any way with the business.

Please remove their names from the Articles of Organization. The only remaining members are:

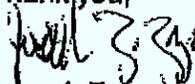
Joseph Zozaya

and

Raquel Moreno

If you have any additional questions, please feel free to contact me at 602-615-5213.

Thank you,

  
Joseph Zozaya

09 AUG 18 11:47 AM '09

JAN 04 2007

11 MAR 2007 11:19 AM

FILE NO. L-1322533-3

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

### ARTICLES OF ORGANIZATION

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

**1. The name of the organization:**

A. \_\_\_\_\_  
 LLC Name Reservation File Number (if one has been obtained). If not, leave this line blank

B. GAME TIME SPORTS GRILL, LLC  
 Limited Liability Company Name

**2. Known place of business in Arizona** (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address SAME

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**3. The name and street address of the statutory agent in Arizona**

Name JOSEPH ZOZAYA

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Acceptance of Appointment by Statutory Agent:**

I JOSEPH ZOZAYA, having been designated to act as  
 (Print Name of the Statutory Agent)  
 Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: [Signature]  
GAME TIME SPORTS GRILL  
 If signing on behalf of a company, please print the company name here.

DO NOT PUBLISH THIS SECTION  
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

**DO NOT PUBLISH THIS SECTION**

4. Only required for professional limited liability company. The purpose must state the professional service or services that the company is organized to perform. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual means continuing forever or indefinitely

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the member(s), check the member's box and provide the name(s) and address(es) of each member. NOTE: if reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address(es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

Your phone and fax are optional.

L-1328533-3

11 MAR 29 11:49 AM '19

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

\_\_\_\_\_

5. Dissolution: The latest date of Dissolution

The latest date to dissolve \_\_\_/\_\_\_/\_\_\_ (Please enter month, day and four digit year)  
 The Limited Liability Company is Perpetual

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

<p>A. <input checked="" type="checkbox"/> RESERVED TO THE MEMBER(S) IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.</p>	
<p>B. <input type="checkbox"/> VESTED IN MANAGER(S) IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.</p>	
<p>Name <u>JOSEPH ZORAYA</u></p> <p>Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City _____ State _____ Zip _____</p>	<p>Name <u>EUGENE DRABUVA</u></p> <p>Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City _____ State _____ Zip _____</p>
<p>Name <u>RABUCEL A. MORENO</u></p> <p>Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City _____ State _____ Zip _____</p>	<p>Name <u>MICHELE DRABUENA</u></p> <p>Member <input type="checkbox"/> Manager (only if "B" is selected above)</p> <p>Address: _____</p> <p>City _____ State _____ Zip _____</p>
<p>IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.</p>	

Executed this 4<sup>th</sup> day of JANUARY, 2007

Executed by: [Signature] Print Name JOSEPH ZORAYA

If signing on behalf of a company, please print the company name here.

Phone Number: \_\_\_\_\_ Fax Number: 480-752-0777

11 APR 29 10:01 AM '10  
Amended Operating Agreement

Ms. Miranda Bustamante  
Arizona Liquor Industry Consultants  
PO Box 2502  
Chandler, Arizona 85244

Dear Miranda:

Please accept the amendment for Game Time Sports Grill, LLC. As of December 20, 2010, we would like to add A<sup>2</sup>, LLC, to assist with the day-to-day business encounters. Joseph Zozaya and Raquel Moreno hold 51% ownership and A<sup>2</sup>, LLC holds 49% ownership.

Please add A<sup>2</sup>, LLC to the Game Time Sports Grill Liquor License #12077305.

Joseph Zozaya

L-1328533-8



---

Raquel Moreno

L-1328533-8



---

A<sup>2</sup>, LLC.  
1127 S. 165<sup>th</sup> Drive  
Goodyear, Arizona 85338  
623-707-7478  
L-1646051-0



---

If you have any additional questions, please feel free to contact Joey Zozaya at 602-615-7890.

Thank you.



May 15, 2009

Ms. Miranda Bustamante  
 Arizona Liquor Industry Consultants  
 PO Box 2502  
 Chandler, Arizona 85244

Dear Miranda:

Please accept the amendment of members for Game Time Sports Grill, LLC. As of May 15, 2009, members Eugene Orabuena and Michele Orabuena have chosen of their own will to remove themselves from the Game Time Sports Grill, LLC., day-to-day business encounters choosing not to be involved in any way with the business. Eugene and Michele have given/walked away from 50 percent of their ownership of Game Time Sports Grill and have willingly given it to Joseph and Raquel.

Please remove their names from the Game Time Sports Grill Liquor License #12077305. The only remaining members are:

Joseph Zozaya

50%

Raquel Moreno

50%

If you have any additional questions, please feel free to contact me at 602-615-7890.

Thank you,  
 Joseph Zozaya

11 MAR 29 11:49 AM '19

**Operating Agreement**  
**Of**  
**Game Time Sports Grill, LLC**  
**An Arizona Limited Liability Company**

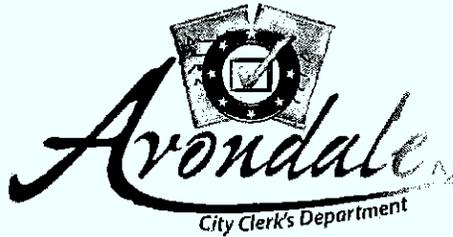
**Purpose** -- The Company is organized to transact any or all lawful business for which limited liability companies may be organized.

**Duration** -- The Company shall continue in perpetuity, unless terminated sooner by operation of law or by agreement among the Members.

**Management Duties** -- The Members shall have full discretion, responsibility and authority for the management of the company's business and shall have all rights and powers generally conferred by law or necessity, advisable or consistent in connections therewith.

  
Eugene Orabuena  
Member 50%

  
Joseph Zozaya  
Member 50%



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME: RANDY D. NATIONS**

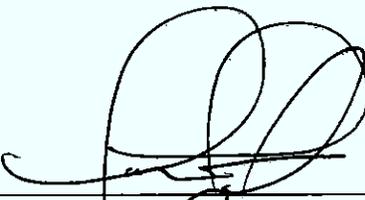
**BUSINESS NAME: GAME TIME SPORTS GRILL**

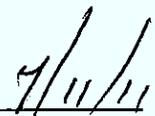
**ADDRESS: 1729 N. DYSART ROAD. #107-109**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

*Police Chief*  
\_\_\_\_\_  
TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 2, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 14, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME: RANDY D. NATIONS**

**BUSINESS NAME: GAME TIME SPORTS GRILL**

**ADDRESS: 1729 N. DYSART ROAD. #107-109**

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

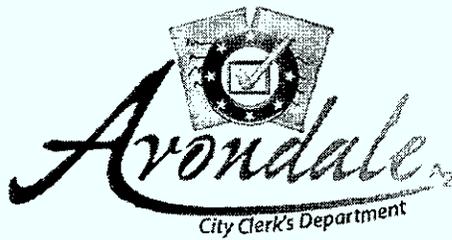
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

James G. Don  
SIGNATURE  
Fire Inspector  
TITLE

4/13/11  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 2, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 14, 2011**



**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

**APPLICANT'S NAME: RANDY D. NATIONS**

**BUSINESS NAME: GAME TIME SPORTS GRILL**

**ADDRESS: 1729 N. DYSART ROAD. #107-109**

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

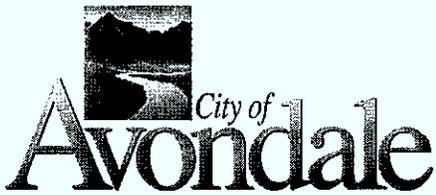
**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

  
\_\_\_\_\_  
SIGNATURE  
*Zoning Specialist*  
\_\_\_\_\_  
TITLE

*4/11/11*  
\_\_\_\_\_  
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 2, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 14, 2011**



## DEVELOPMENT SERVICES

### MEMORANDUM

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**DATE:** April 11, 2011

**TO:** Carmen Martinez, City Clerk

**PREPARED BY:** Jennifer Fostino, Zoning Specialist (623) 333-4022

**SUBJECT:** Acquisition of Control for Series 12 Liquor License for Game Time Sports Grill, 1729 N. Dysart Road, Suites 107-109

The location is at the northeast corner of Dysart Road and McDowell Road in the "Shops B" building of the Alameda Crossing shopping center. The building is complete.

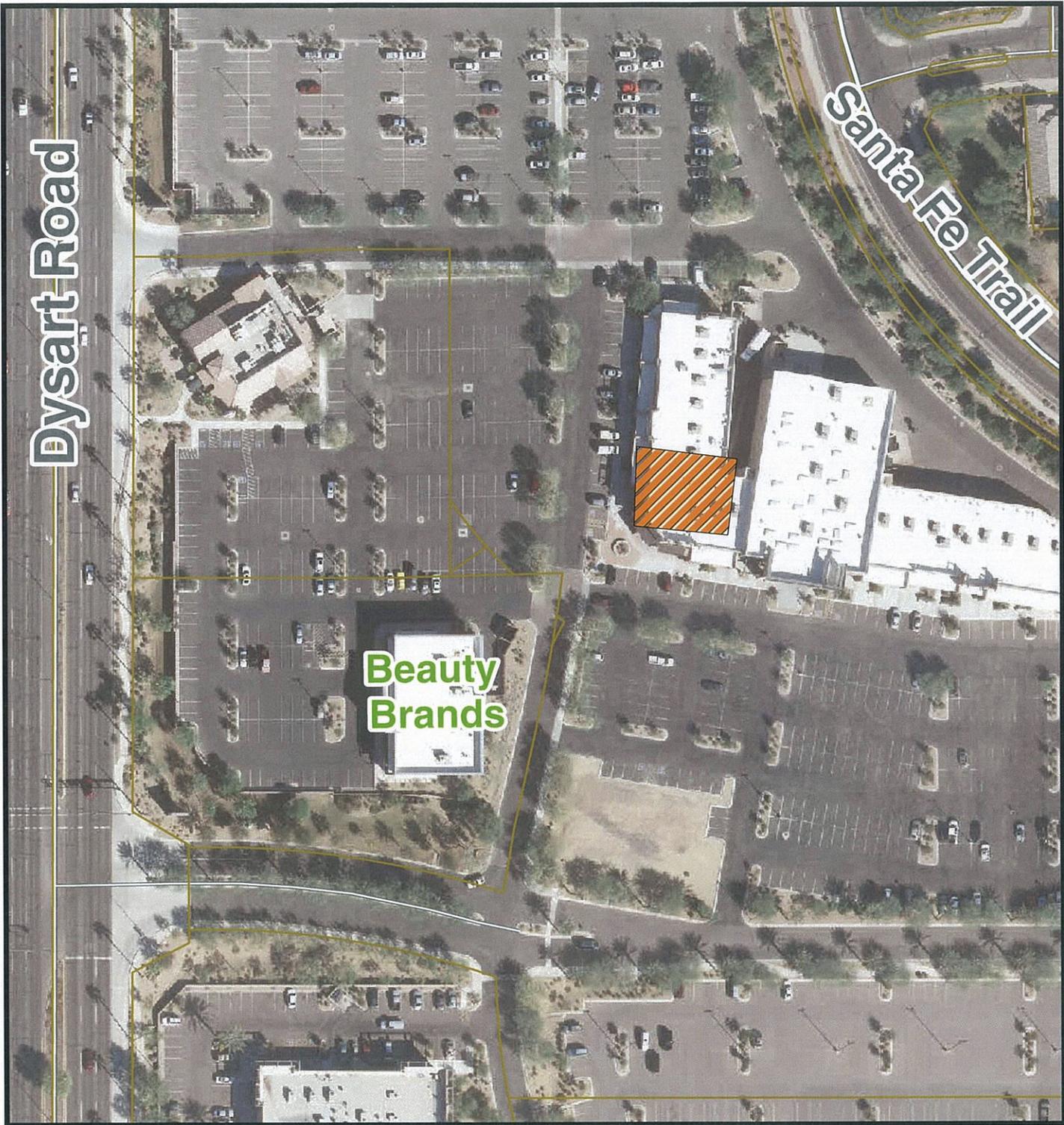
The initial liquor license was permitted in October of 2007.

Series 12 liquor licenses are exempt from any separation requirements from churches, schools, or fenced school recreational areas.

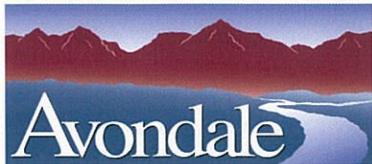
The General Plan designates the property as Freeway Commercial and the site is zoned PAD (Planned Area Development), part of the Palm Valley PAD approved by the City Council in September 1994. Restaurants are permitted in this portion of the Palm Valley PAD.

There are no zoning or separation issues with the site.

Attachment: Zoning Vicinity Map  
Aerial of Alameda Crossing

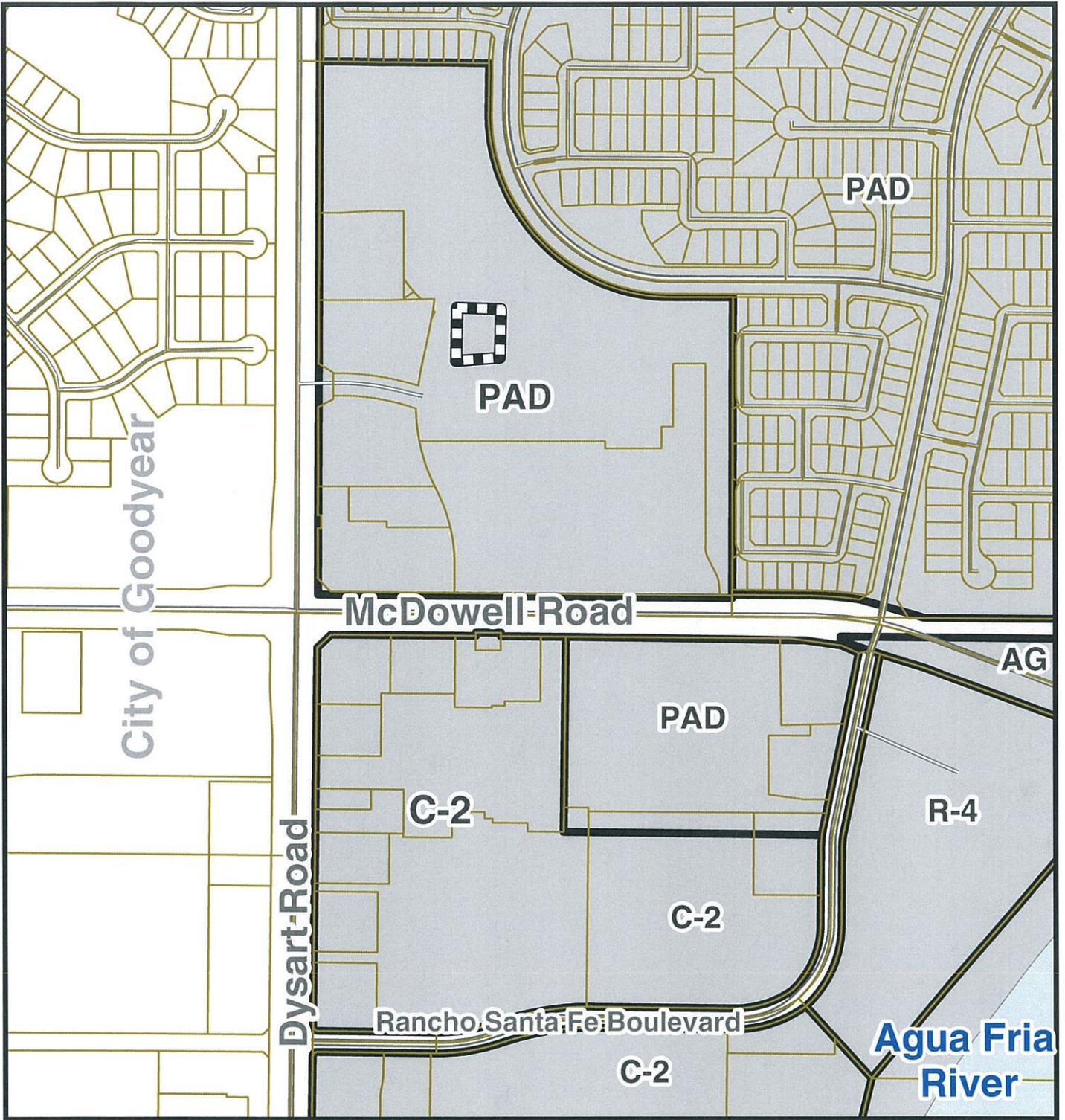


## 2010 Aerial Photograph

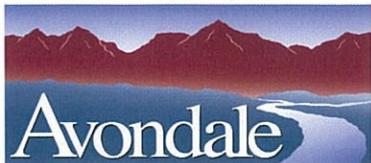


Game Time Sports Grill



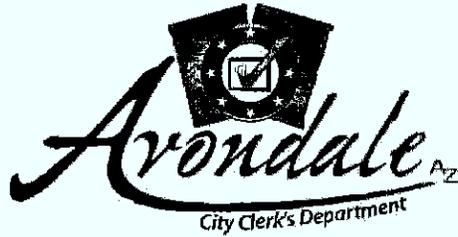


## Zoning Vicinity Map



Game Time Sports Grill





**DEPARTMENTAL REVIEW FORM**

**TYPE OF LICENSE:**

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES # 12
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

**ROUTING:**

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

---

**APPLICANT'S NAME: RANDY D. NATIONS**

**BUSINESS NAME: GAME TIME SPORTS GRILL**

**ADDRESS: 1729 N. DYSART ROAD. #107-109**

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

**DEPARTMENTAL COMMENTS:**

- APPROVED
- DENIED

*Susan B. H. J.*

SIGNATURE

4/11/11

DATE

Privilege Tax Auditor

TITLE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: MAY 2, 2011**  
**PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: APRIL 14, 2011**

*Budweiser*

108

**BUD LIGHT**



04.11.2011 11:21

# NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES  
DATE POSTED: APRIL 11, 2011

A HEARING ON A LIQUOR LICENSE APPLICATION  
SHALL BE HELD BEFORE THE AVONDALE CITY COUNCIL

LOCATION: 11465 WEST CIVIC CENTER DRIVE  
DATE: MONDAY, MAY 2, 2011  
AT 7:00 PM.

(HEARING DATES SUBJECT TO CHANGE,  
TO VERIFY CALL: 623-333-1200)

## \*\*SERIES 12: RESTAURANT TO SELL ALL SPIRITUOUS LIQUORS\*\*

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING:

**Game Time Sports Grill**  
1729 N. Dysart Rd. #107- #109  
Avondale, AZ. 85323

THIS APPLICATION, CONTACT STATE LIQUOR BOARD - 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 STATE LIQUOR DEPT (602) 542-9789  
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL THE CITY CLERK AT 623-333-1200.

### ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

#### APPLICATION FOR AGENT CHANGE, RESTRUCTURE OR CONTROL - RESTRICTED

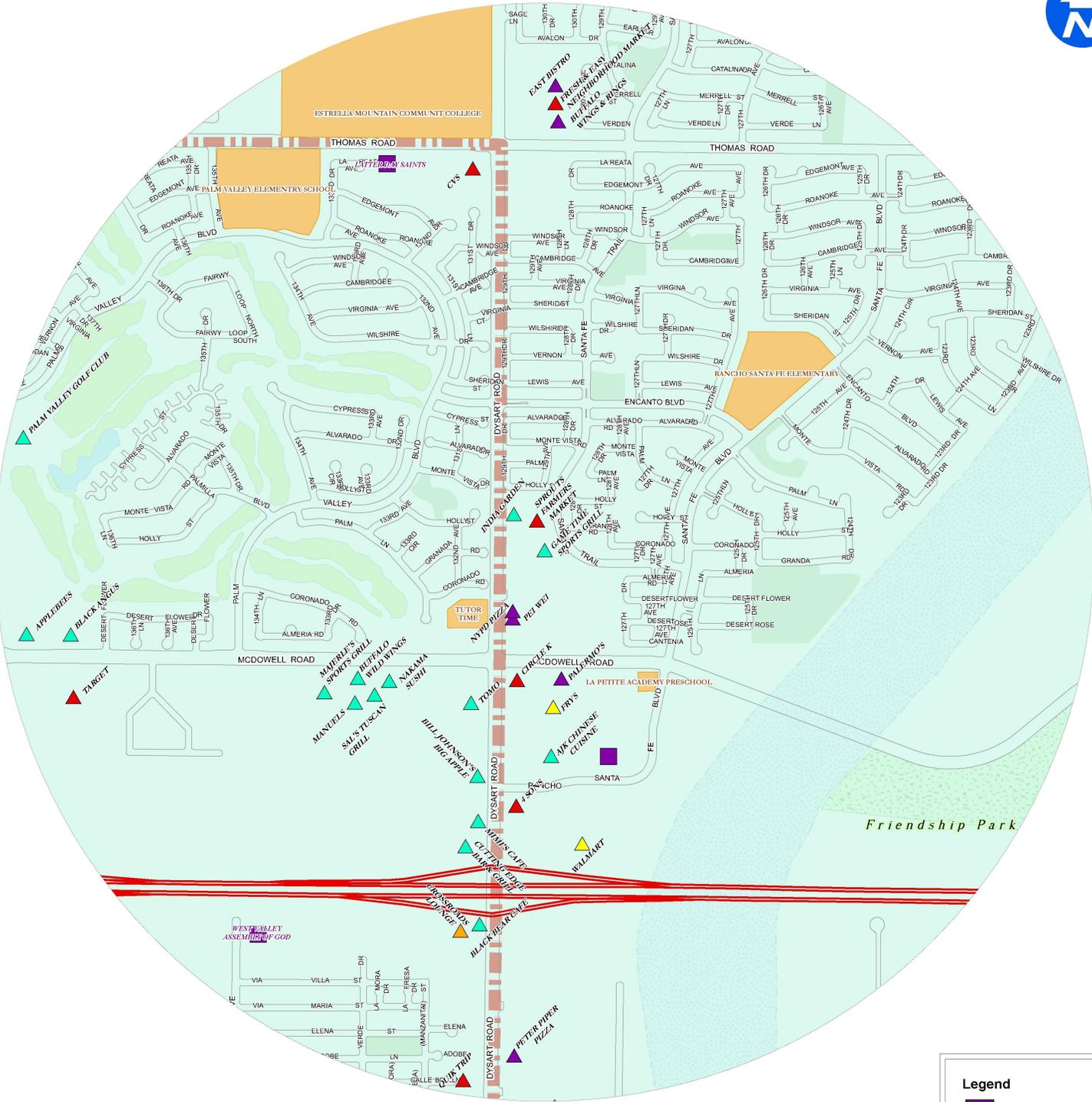
800 W. Washington St. Phoenix, AZ 85007  
1 PHOENIX AZ 85004-2894  
2 AVONDALE AZ 85323  
(602) 542-9789

Application No. \_\_\_\_\_  
Applicant: \_\_\_\_\_  
Applicant Address: \_\_\_\_\_  
Applicant Phone: \_\_\_\_\_

1. Name of Applicant: \_\_\_\_\_  
2. Name of Licensee: \_\_\_\_\_  
3. Name of Licensee: \_\_\_\_\_  
4. Name of Licensee: \_\_\_\_\_  
5. Name of Licensee: \_\_\_\_\_  
6. Name of Licensee: \_\_\_\_\_  
7. Name of Licensee: \_\_\_\_\_  
8. Name of Licensee: \_\_\_\_\_  
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11. Name of Licensee: \_\_\_\_\_  
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13. Name of Licensee: \_\_\_\_\_  
14. Name of Licensee: \_\_\_\_\_  
15. Name of Licensee: \_\_\_\_\_  
16. Name of Licensee: \_\_\_\_\_  
17. Name of Licensee: \_\_\_\_\_  
18. Name of Licensee: \_\_\_\_\_  
19. Name of Licensee: \_\_\_\_\_  
20. Name of Licensee: \_\_\_\_\_

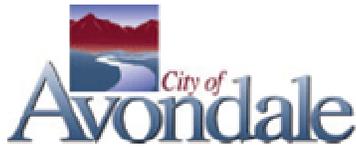
04.11.2011 11:20



**Game Time Sports Grill**  
**1729 N Dysart Rd #107 - #109**  
**1 Mile Buffer**

**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



# CITY COUNCIL REPORT

**SUBJECT:**  
Special Event Liquor License - The Tia Foundation  
for Cinco de Mayo Event

**MEETING DATE:**  
May 2, 2011

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

**PURPOSE:**

Staff is recommending approval of a request from Laura Libman on behalf of The Tia Foundation for a Special Event Liquor License for a Cinco de Mayo fundraising event to be held on Thursday, May 5, 2011 from 4:00 p.m. to 12:00 a.m. at Manny's Mexican Restaurant located at 12345 W. Indian School Road in Avondale.

**BACKGROUND:**

A Cinco de Mayo is being planned at Manny's Restaurant. At the April 18th Council Meeting, Council considered and approved an application submitted by Manny Lafarga for an Extension of Premises at the location. However Mr. Lafarga has instead decided to support The Tia Foundation by giving 25% of the profits to the organization. In order to do this he will suspend his own liquor license and all liquor sales during the event will be handled through the special event liquor license.

**DISCUSSION:**

Staff has received and reviewed the Special Event Liquor License submitted by Ms Laura Libman on behalf of The Tia Foundation to be used in conjunction with a Cinco de Mayo event to be held at Manny's Mexican Restaurant located at 12345 W. Indian School Road on Thursday, May 5, 2011 from 4:00 p.m. to 12:00 a.m.

The required fee of \$25.00 has been paid. Staff has determined that the applicant is not requesting any city support other than normal city services. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval.

Staff reviewed the application using the 14 factors set forth in Ordinance 1031-04. The findings are as noted below:

1. The event will be open to the public,
2. Criminal history of the applicant - A background check of the representative, Ms Laura Libman, revealed no contact with the Avondale Police Department
3. The event is a charitable fundraiser
4. Security measures taken by the applicant - The Police Department has reviewed the security plan and determined it to be sufficient
5. All spirituous liquors will be served
6. Beverages will be dispensed in cans and disposable cups
7. This is the first time the event is being held but no neighborhood disturbances are expected due to this event
8. Event activities will be confined to the area outlined in the attached site plan
9. The event will last eight hours

10. Sanitary facilities are available inside the restaurant
11. Zoning is C-2 Community Commercial and Development Services staff has indicated that the proposed use will not result in incompatible land uses
12. Anticipated total daily attendance is 400 people
13. Music will be provided by a GP Audio who will use his own sound amplification system
14. Per the Engineering and Police Department, the proposed traffic control measures are adequate

**RECOMMENDATION:**

Staff is recommending approval of a request from Laura Libman on behalf of The Tia Foundation for a Special Event Liquor License for a Cinco de Mayo fundraising event to be held on Thursday, May 5, 2011 from 4:00 p.m. to 12:00 a.m. at Manny's Mexican Restaurant located at 12345 W. Indian School Road in Avondale.

**ATTACHMENTS:**

Click to download

 [Application](#)



10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name The Tia Foundation 25%  
Percentage

Address 18201 North 41st Drive, Glendale, AZ 85308

Name Manny's Mexican Restaurant 75%  
Percentage

Address 12345 West Indian School, Avondale, Maricopa, Arizona 85392  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

     # Police  Fencing  
7 # Security personnel  Barriers

6x12 Fencing  
\_\_\_\_\_  
\_\_\_\_\_

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?  YES  NO

**(ATTACH COPY OF AGREEMENT)**

Manny's Mexican Restaurant ( 602 ) 301-9633  
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
**(This diagram must be completed with this application)**

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

- See Attached -



Additional parking behind light house

South ↑

- 41
- 40
- 39
- 38
- 37
- 36
- 35
- 34
- 33
- 32
- 31

Dirt area

30	23
29	22
28	21
27	20
26	19
25	18
24	17

Parking is numbered

Existing Sign

Valley Golf Center

- 1
- 2
- 3
- 4

El Mirage Rd

East ↓

West ↑

Trash

- 11
- 12
- 13
- 14
- 15
- 16

Manny's food

Event Entrance

EXIT

Restroom area

10x10

10x10

10x10

Sponsors

Trash

Fence

Fence

\* Sidewalk entrance to Restaurant

Fence

Special Event area

Security

Exit

Crescent Bear Truck

Stage

Generator

Restaurant

Trash

Patio

Security

Trash

Indian School Rd

North ↑

Valley Golf Center

Additional parking

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Laura Libman declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

Laura Libman (Signature) President (Title/Position) 4/21/11 (Date) 602-689-4725 (Phone #)



State of Arizona County of Maricopa  
 The foregoing instrument was acknowledged before me this 21<sup>st</sup> of April 2011  
 Day Month Year  
March 14, 2013 (Date) Blanca E. Estrada Rosanoff (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, \_\_\_\_\_ declare that I am the APPLICANT filing this application, as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X \_\_\_\_\_ (Signature) State of \_\_\_\_\_ County of \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

My commission expires on: \_\_\_\_\_ (Date) \_\_\_\_\_ (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) hereby recommend this special event application on behalf of \_\_\_\_\_ (City, Town or County) \_\_\_\_\_ (Signature of OFFICIAL) \_\_\_\_\_ (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
 \_\_\_\_\_ (Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)



12345 West Indian School Road  
Avondale, Arizona 85323  
(623) 935-3406

April 26, 2011  
Re: Tia Foundation  
Cinco De Manny's 2011

To Whom It May Concern:

I agree to suspended my liquor license #12076072 on 05-05-11 for the Tia Foundation  
Cinco De Mayo Benefit from 4:00pm until 12:00am.

If you need any further information, please contact me at the number above. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to be "Manny", with a long horizontal flourish extending to the right.

Manny (Manuel) Lafarga  
President

# THE TIA FOUNDATION

March 28, 2011

Manny LaFarga  
Manny's Mexican Restaurant  
12345 West Indian School Road  
Avondale, AZ 85392

Dear Manny:

The Tia Foundation is very excited for the upcoming joint Cinco de Mayo Party fundraising event at Manny's Mexican Restaurant! We hope this is the beginning of a long and strong partnership and we applaud your sense of corporate social responsibility and willingness to give back to your community.

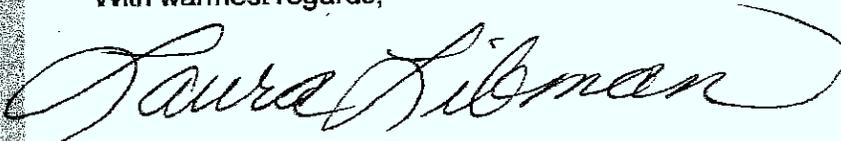
The Tia Foundation enables the poorest of the poor in remote parts of rural Mexico to have access to health care using a "teach them to fish" model. The villagers elect their own community health workers (Promotoras) from among their own neighbors and the Tia Foundation arranges the training and a substantial medical kit.

After completing a rigorous training program, the Promotoras provide basic first aid, preventative education and handle emergency response. We work with the Universidad Autónoma de Guadalajara's Medical School to provide the Promotoras with the best training possible. To date, we have trained 120 Promotoras who are serving over 50,000 Mexicans.

The Tia Foundation has held several successful fundraising events in the past, but I think this will be the best yet! In February of 2007, we held a benefit concert called Thunderbird BandAid with three live bands, booths, food, games, hundreds of attendees and lots of fun. In March of last year, we held a Tia Run/Walk 5K and BBQ, which had an excellent turn out. We sold out of all our food, even the veggie burgers! With a strong collaborator like Manny's, we are certain to exceed previous events.

Brenda Serna and I are working on a plan for Tia's side that will include press coverage, hopefully in the form of Public Service Announcements, a celebrity or sports figure presence, prizes and gift certificates, and a booth for Tia at the event. Please let us know if there is any other way we can help to make Cinco de Mayo Party a huge hit.

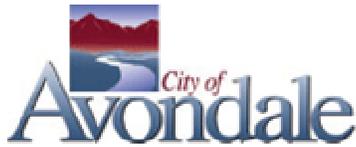
With warmest regards,



Laura Libman  
President

P.S. For your reference, the Tia Foundation is a 501(c)3 non profit, tax-exempt, public charity. Our EIN number is 20-4159280.

Post Office Box 36203, Phoenix, Arizona 85067  
[www.tiafoundation.org](http://www.tiafoundation.org) (P) 602.978.7281 (F) 602.643.2016 [tiafoundation@cox.net](mailto:tiafoundation@cox.net)



# CITY COUNCIL REPORT

**SUBJECT:**  
Purchase Agreement - Dell Marketing Limited  
Partnership

**MEETING DATE:**  
May 2, 2011

**TO:** Mayor and Council  
**FROM:** Dee Anne Thomas, Interim IT Director (623) 333-5024  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is recommending that the City Council approve a Purchase Agreement with Dell Marketing Limited Partnership for the purchase of computer replacement equipment for various city departments in the amount of \$89,525.28 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**BACKGROUND:**

The equipment replacement fund was established to provide an ongoing funding source for the replacement of aged computer equipment. Each year computers are evaluated for replacement based on their usable life and condition. In FY10-11 a portion of the fund was set aside to replace the desktop and laptop computers used by city staff.

**DISCUSSION:**

Per the City Manager's direction, the Information Technology Department is implementing a policy this fiscal year that unless needed and approved by the City Manager, all city laptops will be replaced with desktop computers. This will help reduce the overall cost of equipment, as well as reduce the cost of some of the licensing components on which the city pays annual maintenance.

This request is to replace aged and failing equipment as identified through an annual evaluation. The funds to purchase the equipment have already been collected through the equipment replacement fund. In addition, some departments have an urgent need for computers that will be purchased with department funds that are separate from replacement funds. The Information Technology Department is facilitating these purchases by consolidating them with the purchase of replacement equipment.

**BUDGETARY IMPACT:**

A total of 27 desktop computers, 20 monitors, 14 laptop computers and 2 ruggedized laptops will be purchased utilizing the equipment replacement fund 603-5120-00-7085 and 530-5120-00-7085. In coordination with the Finance & Budget Department, monies designated for replacements in FY10-11 that remain in the replacement fund at the end of FY10-11 will be carried forward so the FY 10-11 replacements can be completed in conjunction with the FY11-12 replacements.

In addition to the replacements, the following computers were requested by departments and will be purchased from the following specified department budget accounts:

- 1 desktop computer and monitor for the Neighborhood & Family Services Department Youth Development Program paid from 209-7552-00-7080.
- 1 desktop computer and monitor for the Neighborhood & Family Services Department for an

Administrative Assistant paid from 101-7501-00-7080.

- 1 desktop computer and monitor for the Neighborhood & Family Services Department for the front counter at the Community Center paid from 101-7500-00-6180.
- 2 desktop computers and 2 monitors for the Parks, Recreation & Libraries Department to be used as spares for the library public computers paid from 101-8105-00-7085.
- 1 desktop computer and monitor for the Parks, Recreation & Libraries Department for a library meeting room paid from 101-8105-00-7085.
- 1 desktop computer and monitor for the Parks, Recreation & Libraries Department for the Energy Management System paid from 101-5420-00-7085.
- 2 desktop computers and 2 monitors for the Fire Department paid from 101-6310-00-7085.
- 1 monitor for the Police Department paid from 101-6110-00-7080.

**RECOMMENDATION:**

Staff recommends that the City Council approve a Purchase Agreement with Dell Marketing Limited Partnership for the purchase of computer replacement equipment for various departments in the amount of \$89,525.28 and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

Click to download

 [Purchase Agreement](#)

**PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DELL MARKETING LIMITED PARTNERSHIP**

THIS PURCHASE AGREEMENT (this "Agreement") is made as of May 2, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Dell Marketing Limited Partnership, a Texas limited partnership ("Contractor").

RECITALS

A. After a competitive procurement process, the State of Minnesota entered into Contract Number B27160 with the Contractor to purchase computing system products and services (the "Minnesota Contract"). The Minnesota Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The State of Arizona entered into a Participating Addendum, Contract Number ADSPO10-00000010 with the Contractor to purchase computing system products and services on the terms and conditions of the Minnesota Contract (the "State Addendum"). The State Addendum is attached hereto as Exhibit B and incorporated herein by reference.

C. The City has determined that computing system products and services are required to replace outdated City computer equipment (the "Obsolete Equipment").

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

E. The City desires to purchase computing system products and services to replace the Obsolete Equipment (the "Goods and Services") under the State Addendum 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 one (1) year after the effective date hereof.

2. Scope of Work. Contractor shall provide the Goods and Services under the terms and conditions of the Minnesota Contract and the State Addendum, attached hereto as Exhibit A and Exhibit B, respectively.

3. Compensation. The City shall pay Contractor an amount not to exceed \$89,525.28 for the Goods and Services as more particularly set forth in the Quotations, attached hereto as Exhibit C.

4. 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.

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

6. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the Lead State, Participating Entities and its agencies and employees under the Minnesota Contract or to the State of Arizona under the State Addendum, 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 indemnification and insurance.

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

“City”

“Contractor”

CITY OF AVONDALE, an Arizona  
municipal corporation

DELL MARKETING LIMITED  
PARTNERSHIP, a Texas limited  
partnership

\_\_\_\_\_  
Charles P. McClendon, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
Carmen Martinez, City Clerk



EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DELL MARKETING LIMITED PARTNERSHIP

[Minnesota Contract]

See following pages.

**WESTERN STATES CONTRACTING ALLIANCE**  
**MASTER PRICE AGREEMENT**  
for  
**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

Number B27160

This Agreement is made and entered into by Dell Marketing L.P., One Dell Way, Mailstop 8708, Round Rock, TX 78682 ("Contractor") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

**RECITALS**

**WHEREAS**, the State has the need to purchase and the Contractor desire to sell; and,

**WHEREAS**, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**INTENT AND PURPOSE**

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed

or evaluated as part of the RFP evaluation process. The agreement is located in Exhibit D, Leasing.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

## 1. Definitions

**“Announced Promotional Price”** are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

**“Consumables”** those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser's use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

**“Configuration”** in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

**“Contract”** means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

**“Contractor”** means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

**“CPV Member”** is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

**“CPV Program.”** The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of Administration to “enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1.” Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the “State contract price.”

**“Cumulative Volume Discount”** means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

**“Documentation”** refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor’s web site.

**“E-Rate”** is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

**“Educational Discount Price”** means the price offered in a nationally announced promotion, which is limited to educational customers only.

**“Equipment”** means workstations, desktop, laptop (includes Tablet PC’s), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

**“FCC”** means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

**“General Price Reduction Price”** means the Contractor retail price reduction offered to consumer, business or governmental purchasers. General Price reduction prices will be reflected in the PSS as soon as practical.

**“Lead State”** means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master Price Agreement, the Lead State is Minnesota.

**“Mandatory”** The terms “must” and “shall” identify a mandatory item or factor.

**“Manufacturer”** means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC’s) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer’s name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Master Price Agreement”** means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor’s products and/or services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

**“Materials Management Division” or “MMD”** means the procurement official for the State of Minnesota or a designated representative.

**“NASPO”** means the National Association of State Procurement Officials

**“Participating Addendum” or “Participating Addenda”** means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

**“Participating State” or “Participating Entity”** means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

**“PDA”** means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Peripherals”** means any product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Permissive Price Agreement”** means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

**“Per Transaction Multiple Unit Discount”** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

**“Political Subdivision”** means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

**“Price Agreement/Master Price Agreement”** means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

**“Procurement Manager”** means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating

Entities.

**“Product(s)”** means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Products and Services Schedule Prices”** or **“PSS”** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

**“Purchase Order”** means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

**“Purchasing Entity”** means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

**“Refurbished Products”** are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

**“Services”** are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

**“Servicing Subcontractor/Subcontractor/Reseller Agent”** means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase

Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.**

**"Standard Configurations"** or **"Premium Savings Configurations (Packages)"** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the Premium Savings Configurations shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

**"State Procurement Official"** means the director of the central purchasing authority of a state.

**"Storage Solution/Auxiliary Storage"** means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

**"Takeback Program"** means the Contractor's process for accepting the return of the equipment or other products at the end of life—as determined by the State utilizing the Master Price Agreement.

**"Trade In"** refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

**"Travel"** means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

**"Universal Resource Locator" or "URL"** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

**"WSCA"** means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**“WSCA/NASPO Contract Administrator”** means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

## **2. Scope of Work**

The Contractor, or its approved subcontractor, shall deliver computing system Products and services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of valid “Purchase Orders”. Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor’s PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor’s PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take responsibility for the manufacturer’s warranty and maintenance of all proposed equipment, including peripherals. Taking responsibility means the Contractor will provide fulfillment of manufacturer’s warranty and maintenance and will provide warranty and maintenance call numbers, ensure manufacturer accepts, processes and responds to those calls, and Contractor shall take responsibility to fulfill warranty as purchased with product. The Contractor shall offer a Takeback Program for all products covered by this Agreement.

## **3. Title Passage**

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of product by the State. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

## **4. Permissive Price Agreement and Quantity Guarantee**

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

## **5. Order of Precedence**

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

## **6. Payment Provisions**

All payments under this Agreement are subject to the following provisions:

### **A. Acceptance**

A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within fifteen (15) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted

### **B. Payment of Invoice**

Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payment shall be made within 30 days following receipt of an invoice. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions, and specifications of the Contract and other ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Payments may be made via a Purchasing Entity's "Purchasing Card" at the time of order placement only.

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

### **C. Payment of Taxes**

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

**D. Invoices**

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the total amount for each configuration on the Purchase Order.

**7. Agreement Term**

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

**8. Termination**

The following provisions are applicable in the event that the agreement is terminated.

**A. Termination for Convenience**

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

**B. Termination for Cause**

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

**C. A Purchasing Entity's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted

prior to the effective termination date.

#### **D. The Contractor's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

### **9. Non-Appropriation**

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

### **10. Shipment and Risk of Loss**

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products due to missing, damaged, defective, incorrect order and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the return shipping cost of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 14 to 30 days after receipt of a purchase order, by a reliable and insured shipping company.

### **11. Warranties**

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking responsibility means the Contractor will provide fulfillment of manufacturer's warranty and maintenance and will provide warranty and maintenance call numbers, ensure manufacturer accepts, processes, and responds to those calls. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets, or as listed on Contractor's website.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product will be suitable for the ordinary purposes for which such Product is intended,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
6. The warranty on all Products begins on the date of the title transfer as described in Article 10.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
  - a) **ProSupport for IT**
  - b) **ProSupport for End Users**
  - c) **CompleteCare**

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior notice of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be

delivered to the Purchasing Entity with the Products as provided by the Manufacturers.

D. The basic warranty offered shall be three year, next business day, as stated in Appendix B of the RFP, for all products included in the Bands listed in Article 14 Products and Services Schedule.

## **12. Patent, Copyright, Trademark and Trade Secret Indemnification**

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any Contractor Branded Product or Contractor Branded Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Contractor Branded Product or Contractor Branded Service provided under this Agreement, the Contractor agrees to reimburse the Lead State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
  2. Allow the Contractor to control the defense or settlement of the claim; and
  3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
  2. Replace or modify the Products or Services so that it becomes non-infringing; or
  3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;

2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
3. Product modifications by the Purchasing Entity or a third party;
4. Product use prohibited by Specifications or related application notes; or
5. Product use with products that are not the Contractor branded.
6. Non-Contractor Branded Product offerings – with respect to any claim that Non-Contractor Branded product(s) infringes upon another person's or entity's patent, copyright, trade secret or other intellectual property rights in the United States. Contractor agrees to pass through to the appropriate Purchasing Entity any rights to indemnification protection for which Contractor currently or subsequently has an agreement in place with the potentially infringing equipment manufacturer/entity.

### **13. Price Guarantees**

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line, Cumulative, and Per Transaction Multiple Unit Discounts shall be submitted by the Contractor in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

### **14. Product and Service Schedule**

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:

- Band 1 – Servers
- Band 2 – Workstations
- Band 3 – Printers
- Band 4 – Storage Solutions
- Band 5 – PDAs
- Band 6 – Instructional Packages (Bundles)
- Band 7 – Monitors
- Operating Systems
- Local Area Networks

Digital Projectors

- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

**15. Product Substitutions**

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

**16. Technical Support**

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the installation or operation of Products supplied by the

Contractor during a product warranty period or during a support agreement.

**17. Takeback and Other Environmental Programs**

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B & C above, as well as a identification of such information on the web site.

**18. Product Delivery**

Contractor agrees to deliver Products to Purchasing Entities within 14-30 days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order.

**19. Force Majeure**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot , industry-wide constraints or other catastrophes beyond the reasonable control (each a "Force Majeure event") of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party not performing due to a Force Majeure event under this provision must provide the other party prompt written notice of the Force Majeure event and take all necessary steps to bring about performance as soon as practicable.

**20. Records and Audit**

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

**21. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has

no authorization, express or implied to bind the Lead State, NASPO, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or participating entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

## **22. Use of Servicing Subcontractors**

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

## **23. Payments to Subcontractors**

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial

property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

## **24. Indemnification, Hold Harmless and Limitation of Liability**

- A. The Contractor shall hold the Lead State, Participating Entities and its agencies and employees harmless and shall indemnify the Lead State, Participating Entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including reasonable attorney's fees for personal injury or damage to real property or tangible personal property arising from the negligent or willful acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The State agrees that the Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$2,000,000.
- B. Contractor shall not be liable for damages that are the result of negligence by the Lead State, Participating Entity, or its employees. To the maximum extent permitted by applicable state law, Purchasing Entities agree to be responsible for their own acts, errors, or omissions pertaining to this indemnification provision.
- C. Additional representations

For acquisition of Services, the following additional terms shall apply. To the extent permitted by law, a Participating Entity accepts responsibility for and represents and warrants that: (a) the Participating Entity has obtained the appropriate license, intellectual property rights, or any other permissions required to support any Service Description, SOW, or Technical Specification Form signed by the Parties, or Contractor's performance of the Services, including the right to make any copies or Reproductions of any Participating Entity-provided software, (b) the Participating Entity's representations regarding the existence of an export license or the eligibility for export of software without a license are accurate, or (c) that Contractor shall not be held liable for the effect (if any) on the Participating Entity's third-party product warranties caused by having Contractor perform services on such third-party Products. The Contractor's liability under the contract for any cause whatsoever shall be limited to an aggregate amount of \$2,000,000. The foregoing limitation does not apply to Articles 12 and 24 A through 24 C of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder.

## **25. Amendments**

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

**26. Scope of Agreement**

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**27. Severability**

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

**28. Enforcement of Agreement/Waivers**

- A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.
- B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
- C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

**29. Web Site Maintenance**

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the

approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

### **30. Equal Opportunity Compliance**

The Contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the life of the Contract.

### **31. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

### **32. Change in Contractor Representatives**

Contractor shall appoint a primary representative to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in any

Contractor key personnel, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

### **33. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

### **34. Data Practices**

A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.

C. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

### **35. Organizational Conflicts of Interest**

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
  - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
  - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

**36. Replacement Parts**

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying USA OEM warranties.

**37. FCC Certification**

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

**38. Site Preparation**

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and shall bear the costs associated with the site preparation.

**39. Assignment**

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or

any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

#### **40. WSCA/NASPO Contract Administrator**

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

#### **41. Survival**

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification,

Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish.

**42. Succession**

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

**43. Notification**

A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

**To MMD:**

Department of Administration  
Materials Management Division  
Bernadette Kopischke, CPPB  
Acquisitions Supervisor  
50 Sherburne Avenue  
112 State Administration Building  
St. Paul, MN 55155  
Fax: 651.297.3996  
Email: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

**To Contractor:**

Dell Marketing L.P.  
Attention: Public Contracts  
Stephanie D. Shipp  
One Dell Way, RR8-8707  
Round Rock, TX 78682  
Email: [stephanie\\_shipp@dell.com](mailto:stephanie_shipp@dell.com)

**44. Reporting and Fees**

**A. Administration Reporting and Fees**

1. The Contractor agrees to provide monthly utilization reports to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th

of March; etc.). The report shall be in the format developed by the Lead State and supplied to the Contractor.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. The Contractor agrees to provide with the utilization report as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Contractor agrees to add EPEAT and/or Energy Start environmental information to utilization reports as the information becomes available as consumable reporting data.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

**B. Participating Entity Reports and Fees**

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.

2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.

3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

#### **45. Default and Remedies**

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
1. Nonperformance of contractual requirements; or
  2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure within 30days of the written notification, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity;
  2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
  3. Impose liquidated damages, as specified in a Participating Addendum;
  4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.
  5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the equivalent product or equivalent

service from another Contractor.

D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

#### **46. Audits**

##### **A. Website Audits**

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures, described in **Exhibit E**, Audit Guidelines. The Contractor will review web pricing on a monthly basis to ensure discounts continue to be equal to or better than those required by the Agreement.

1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

##### **B. Sales Audits**

The Contractor further agrees to perform sales audits based on the sample formulas described in **Exhibit E**, Audit Guidelines.

C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

#### **47. Extensions**

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the governmental entity has no liability whatsoever concerning payment for products or services.

#### **48. Sovereign Immunity**

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

#### **49. Ownership**

A. Ownership of Documents/Copyright. Any reports, studies, photographs,

negatives, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Contract without the prior written consent of the State.

- B. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will remain the property of the Contractor. Where applicable, works of authorship created by the Contractor, specifically for the State shall be considered "works for hire" as defined in the U.S. Copyright Act. Nothing in the Agreement shall be construed as transferring any right, title, or interest in any of the Contractor's or their third party's confidential information, trademarks, copyrights, intellectual property or other proprietary interest.

#### **50. Prohibition Against Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

#### **51. Antitrust**

By entering into a Contract, the Contractor agrees to consider, in the Contractor's discretion, all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular goods or services purchased or acquired by the State under said Contract. For any cause of action taken herein by Contractor, the State, at the State's discretion, may participate in any such action. In the event that Contractor desires to participate in such action, the Contractor shall not oppose the State's request to join such action so long as the interests/positions of the State are not adverse to the interests/positions of the Contractor.

## **52. Right to Publish**

- A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

## **53. Performance While Dispute is Pending**

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

## **54. Hazardous Substances**

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

## **55. Customer Satisfaction/Complaint Resolution**

- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

## **56. Value Added Services**

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

## **57. E-Rate Program**

The Contractor's E-Rate identification number is: #143004340.

E-Rate eligibility depends upon who uses the equipment, how it is used and where it is located. In general terms, equipment located on school property and that is necessary for e-mail and Internet access in classrooms is eligible for E-Rate support.

The Contractor shall make every effort to continue its involvement in this program and to add products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

**1. DELL MARKETING L.P.**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie D. Shipp Stephanie D. Shipp

Title: Contract Strategist

Date: June 11, 2009

By: Jane McKenzie Jane McKenzie

Title: Senior Manager Contracts

Date: June 11, 2009

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisitions Supervisor

Date: 6/15/09

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Brenda Willard

Date:

**Original signed**

**JUN 15 2009**

**By Brenda Willard**

## EXHIBIT A – ADDITIONAL WARRANTIES

### ProSupport for IT

Designed for IT Professionals and customers with their own helpdesk/service desk facilities, ProSupport for IT has stripped out the duplication that can occur with basic support packages and delivers the elements that IT professionals need, including the entitlement for your certified IT staff to receive Dell training and accreditation in order to qualify for Fast Track Dispatch. Also NASPO/WSCA's staff benefit from:

- Entitlement to enroll in Fast Track dispatch for Dell certified Customer Technicians
- Direct Access to Dell Expert Centers
- 24x7 Expert Center Support:

### ProSupport for End Users

Designed for Customers with limited or no internal IT resource, ProSupport for end-users provides support in the areas that end-users typically encounter issues. The service is available 24 x 7. ProSupport for End Users also gives "Getting started" advice such as remote configuration or set up assistance associated with simple networks (including wired and wireless networks) and configuration assistance with common task small business applications such as:

- Symantec Endpoint Protection
- Microsoft Office
- Microsoft SBS
- QuickBooks
- Adobe Photoshop
- Adobe Acrobat

### Service Options

#### 1. Speed of Service Response

##### ***Mission Critical***

The Mission Critical option includes either a 4 hour or 8 hour response, with the option of a 2 hour response service if your site falls within the service coverage area. Dell has 5 Global Command Centres for around the clock coverage around the world.

Dell's Critical Situation Process for severity 1 incidents provides:

- Ongoing, scheduled situation updates to keep you informed every step of the way
- Problem replication in Dell's simulation labs (as needed)
- Prioritized production in the event of a natural disaster

We will also provide emergency dispatch that allows simultaneous phone and on-site troubleshooting. In addition hardware fault monitoring is available on select server and storage platforms.

##### ***Same Day Response Service***

Same day response/4-hour on-site service includes:

- After phone-based troubleshooting, a Dell-trained technician arrives on-site within 4 hours of problem determination, depending on location

- On-site service technicians coordinate incident resolution and troubleshooting directly with Dell's Expert Centers

### ***Specialized On-site Service Options***

With this module of ProSupport NASPO/WSCA can choose from a range of robust options tailored to your unique needs. Options include:

- On-site Service Delivery Manager
- On-site Escalation Manager
- On-site Service Engineer
- Scheduled On-site Service
- On-site Diagnosis Service

## **2. Premium Proactive**

### ***Maintenance***

A study conducted in North America during 2007 showed that a massive 70% of IT budgets and spent on ongoing operations and maintenance. Our ProSupport Proactive Maintenance services have been designed to address this expenditure by reducing the cost and complexity of ongoing maintenance. Proactive maintenance includes:

- Proactively maximize availability
- Help reduce unplanned downtime
- Help reduce recovery time in the event of a technical incident by reducing the number of variables to diagnose and troubleshoot
- Minimize maintenance costs while maximizing uptime

Premium Proactive maintenance is available on select server and storage platforms.

### ***Enterprise Wide Contract***

A ProSupport Enterprise Wide Contract from Dell has been proven to reduce technical incidents by as much as 37%. This ProSupport option includes:

- Designated Service Delivery Manager
- On boarding support assessment & comprehensive planning
- Monthly management reviews
- Incident status and defined reporting
- Dell Fast-Track dispatch (with certification)
- 7x24x365 access to Dell Expert Centers
- Technical training and certification program
- Escalation management
- Global Command Centers
- Collaborative support for hardware and software
- Next-Business-Day on-site service

Your designated Service Delivery Manager service includes:

- On boarding support assessment
- Comprehensive planning
- Monthly management reviews
- Incident status and defined reporting

### ***Remote Advisory Options***

Remote advisory assistance is designed to support your specialized applications and solutions. It is ideal for ongoing support of Dell Infrastructure Consulting Services deployed solutions or for additional configuration and optimization needs. Customers can select remote advisory services that cover the following specialist areas:

- Virtualization
- Exchange
- Systems Management
- Storage Technology
- Backup and Recovery

### ***Fast Track Dispatch Program***

This program is included for customers who choose the ProSupport for IT service model.

Fast Track Dispatch provides the ability for certified IT staff to dispatch parts and/or labor without having to go through scripted phone troubleshooting. The necessary online technical training and certification for major Dell product families is included in the program. IT professionals have access to technical support tips and in-depth hardware and software information. Also, they have direct phone access to expert technicians who can assist with more complex issues when needed.

## **3. Protection**

### ***CompleteCare***

Protect assets from inevitable mishaps with CompleteCare Accidental Damage cover to ensure an easy and flexible repair and replacement service for most accidental damage. CompleteCare helps to save time, money and resources in the event of unplanned events such as:

- Spills
- Drops
- Breakages
- Electrical surges

For notebooks and mobile workstations CompleteCare Theft protection is available.

CompleteCare Multi-cover provides both Accidental Damage and Theft Protection under in one easy package.

CompleteCare is essential investment protection for systems that are exposed to high-risk multi-use, high mobility, multiple users and harsh environments.

## **EXHIBIT B – COMPLAINT RESOLUTION**

A dedicated member of your Account Team, your Sales Representative is the owner for any procurement, pricing, or supply issues that may arise. Your Sales Representative has a clearly defined escalation path for issues which includes routing them through an Inside Sales Manager, up through to the appropriate Regional Director. Your Sales Representative is directly accountable to NASPO/WSCA and will keep you apprised of issue resolution and progress.

In the rare case an issue cannot be resolved through standard channels; the escalation process would be directed to the level of Sales Vice President.

The Dell Account Teams provide Executive Business Reviews on a quarterly basis. This tool is like a bank statement that provides purchase history information, tracks our performance against Service Level Agreements and develops specific action plans where needed to meet your objectives. The goal is to use the benefits of our direct relationship to provide you with unprecedented accountability on the products, services and support you want and give you as proactive analysis of what's working and what's not.

### **Invoicing Resolution**

Purchase order management helps Dell maintain our commitment to excellence by allowing us to process orders accurately and efficiently. In support of these goals, Dell assigns a Finance/Accounting Associate to each account. This individual is responsible for resolution of disputed invoices. The Associate will work with NASPO/WSCA's Accounts Payable, Procurement or other necessary departments to resolve disputes.

Your Dell Customer Care representative will help with errors such as duplicate invoices, wrong product shipped, etc. If needed, the dedicated Finance/Accounting Associate for NASPO/WSCA will resolve billing issue.

If NASPO/WSCA is set up for monthly consolidated invoicing, Dell requires that you pay undisputed item(s) and follow the above procedures for error correction.

Dell provides the following solutions to customers in resolving their most common invoicing issues:

If a customer didn't receive original copy in the mail, or it is delayed or lost in the customer's mailroom, Dell makes available round-the-clock access to online copies for all Dell invoices – paid and unpaid – for 24 months. The online invoices look just like the original hard-copy invoices and include service tag numbers for simplified comparisons. Dell can also provide email notification of invoices.

If a customer wants one invoice per purchase order, Dell's collections team can set the customer up for consolidated invoicing. Or, if the request is just for one PO, Dell's customer care or collections team can request a manual consolidated invoice.

If a customer wants their invoice to match their purchase order, Dell's customer care or collections team can request manual invoice.

## **EXHIBIT C – VALUE-ADDED SERVICES**

Contact Dell for further details on these programs:

Custom Factory Integration

Parts Replacement Program

Asset Management Services

Image Management Services

Asset Recovery Services

Managed Deployment Services

Modular Services

Automated Deployment

Training Services

Dell Virtualization Services

Assessment, Design & Implementation Services

## EXHIBIT D - LEASING

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. A sample agreement can be found at: [www.dell.com/naspowsca](http://www.dell.com/naspowsca)

## **EXHIBIT E – AUDIT GUIDELINES**

### **Website Audits:**

1. Websites need to be accurate with both pricing and part numbers
2. Manufacturers **MUST** have a mechanism in place for periodic and random internal auditing of pricing on the website
3. WSCA will randomly audit websites for accurate pricing
4. Upon request, Contractor will provide documentation of pricing and discounts accuracy

### **Sales Audits**

#### **Sample Guidelines**

**Frequency:** Quarterly

**Scope:** one tenth of one percent (.001) of purchase orders – at least one if any sales, no more than 100 audits

- Up to 1,000 sales = 1 audit
- 10,000 sales = 10 audits
- Up to 100,000 sales = 100 audits
  - Random sample of purchase orders-invoices
- Can offer several different statistical methods for such small samples

### **Documentation:**

- Contractor to test and keep documentation internally. Noting any actions to correct findings, as necessary.
- Periodic summary report to WSCA/NASPO containing audit findings as summary numbers **ONLY**

Addendum to Master Price Agreement

Between

Dell Marketing, L.P.

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27160

Executed on: June 15, 2009

August 12, 2009

Page 1 of 2

This Master Price Agreement Addendum governs Dell Marketing, L.P. (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement and/or as otherwise approved for posting on the CONTRACTOR's approved NASPO/WSCA website. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its authorized sub-contractors, authorized resellers, and/or authorized agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its authorized sub-contractors, authorized re-sellers, and/or authorized agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its authorized subcontractors, authorized resellers, or authorized agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its authorized sub-contractors, authorized re-sellers, and authorized agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.

**Signatures to follow on Separate Page**

Addendum to Master Price Agreement

Between

Dell Marketing, L.P.

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and  
the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27160

Executed on: June 15, 2009

August 12, 2009

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Acknowledged:

**DELL MARKETING L.P.:**

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances:

*Stephanie D. Shipp*                      Stephanie D. Shipp  
Signature

Contract Strategist

Title

12 August 2009  
Date

**LEAD STATE:**

In accordance with state statutes or rules.

*Bernadette Kopischke*  
Signature

*Acq. Supvr.*  
Title

*8/17/09*  
Date

EXHIBIT B  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DELL MARKETING LIMITED PARTNERSHIP

[State Addendum]

See following pages.

WSCA/NASPO PC Contracts 2009-2014  
Computer Equipment, Peripherals, and Related Services



**PARTICIPATING ADDENDUM**

Between

**Dell Marketing L.P.**  
and  
**State of Arizona**

Master Price Agreement Number B27160  
**State of Arizona Contract Number: ADSPO10-0000010**

**1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts. This Participating Addendum (PA) to the Western States Contracting Alliance (WSCA) Computer contract is for the elective use of the State of Arizona, its departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate, 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 the A.R.S. 41-2632.

**2. Participation**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Using Agencies shall include Arizona State agencies, boards and commissions and members of the State Purchasing Cooperative. An up-to-date list of State Purchasing Cooperative members may be found at [http://www.azdoa.gov/agencies/spo/api\\_coop.asp](http://www.azdoa.gov/agencies/spo/api_coop.asp).

**3. Changes**

**3.1. Additions**

**3.1.1. State of Arizona Terms and Conditions**

(See Attachment 3.1), attached and incorporated herein by reference.

**3.1.2. 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.

**3.1.3. IT 508 Conformance**

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.

**3.1.4. Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, Direct Services (as defined in the next sentence) under this contract shall be performed within the borders of the United States. Direct Services shall mean those services that

**PARTICIPATING ADDENDUM  
Dell Marketing L.P.**

State of Arizona Contract Number: ADSP010-00000010

Page 2 of 5

are (i) described in the specifications or scope of work that directly serve the State of Arizona or its clients and (ii) 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. In no event will the State or its clients grant access and/or provide to Contractor any secure or sensitive data or personal client data or require software development services.

**3.1.5. Pandemic Contractual Performance.**

3.1.5.1. Contractor represents that it has business continuity of operations policies and procedures in place to address Contractor's performance in the event of a medical pandemic. The Participating State may require a general overview of the plan, on an annual basis, by written request to Contractor. Any disclosure of Contractor's plan is at Contractor's discretion and disclosure of the plan or an overview will be subject to Contractor's imposed restrictions. The plan may include alternative methods to ensure there are products in the supply chain through Contractor's resellers, or purchase recommendations.

3.1.5.2. In the event of a medical pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the right after the official declaration of a pandemic to temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms. In such event the State shall not incur any liability for undelivered orders if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and, once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

**3.1.6. Business Operations in Iran and Sudan**

In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan.

**3.1.7. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

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

3.1.7.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3.1.7.3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3.1.7.4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

**3.1.8. Purchase Order Citation Requirement**

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number EPS100001-01, and the Master Price Agreement Number B27160.

**3.1.9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when Contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services (aka Vendors, or herein Contractor) as required of Vendors under ARRA. Ordering entity is responsible for informing Contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as

**PARTICIPATING ADDENDUM  
Dell Marketing L.P.**

State of Arizona Contract Number: ADSPO10-00000010

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required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services. With respect to Contractor's sale of goods and related services under this Contract and to the extent required of Contractor under the final rules promulgated by the Federal Government under ARRA, Contractor agrees to comply with requirements of the Act as necessary.

**3.1.9.1 Purchase Order Requirements.** Recipient/Subrecipient of funds shall specify on the first line of each purchase order placed with Contractor utilizing ARRA funds that ARRA funds are being used to fund the purchase order. Recipient/Subrecipient may NOT co-mingle ARRA funds and non-ARRA funds in a single purchase order and if ARRA funds and non-ARRA funds are co-mingled by Recipient/Subrecipient in a single purchase order, Recipient/Subrecipient acknowledges that Contractor will not separate such funds. The total purchase amount of all funds on any such co-mingled purchase order will be included in any report provided by Contractor for ARRA purposes.

**3.2. Deletions**

**3.2.1. Band 5 Equipment**

Notwithstanding any future amendments, this PA is limited to servers, desktops, laptops, printers and storage. PDA's will not be procured by the State of Arizona under this contract.

**3.2.2. Wireless**

No wireless services shall be purchased under this PA.

**3.2.3. Software**

Software other than the Operating System is not available under this PA. Imaging of Software purchased and licensed from other State accepted sources is permitted under the PA.

**3.2.4. Product leases**

Lease agreements for products are not available under this PA for State Agencies, any other authorized purchasers may do so.

**3.3. Revisions**

**3.3.1. Software Licensing**

Notwithstanding any future amendments, this PA is limited to the sale of computer hardware, peripherals and all licensed software and operating system software included therein. All applications and operating system software shall be purchased by the manufacturer either through their own pricing agreement or through a separate contract between the State and a Software Value Added Reseller (SVAR).

**3.3.2. Servicing subcontractors**

Notwithstanding any future amendments, all acceptable subcontractors that may do business in the State of Arizona under this contract shall be listed in this PA or on the webpage set up for purchasing under this PA. Placement of Orders and shipment of Order directly from Dell will remain unchanged in the PA. All orders and payments are to be issued directly to: Dell Marketing L.P.

Only those Dell Authorized subcontractors and/or resellers and service providers ("Servicing Subcontractors") attached hereto or as listed on the Arizona Premier Page are eligible to support the Participating Addendum. Servicing Subcontractors shall not be added to or removed from this list without notice to the State. An amendment for this purpose shall not be necessary. The listing shall include the authorized subcontractor and/or reseller's name and contact information and small businesses, women-owned business enterprises, and minority-owned business enterprises shall be clearly indicated. Orders and payments are to be handled by Dell directly.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: ADSPO10-00000010 and the Master Price Agreement Number B27160.

Upon approval by the State, Contractor wishes to identify Servicing Subcontractor(s) ("WSCA Agent") to market Contractor's Products and Services, as identified on Contractor's Products & Services Schedule ("PSS"), on behalf of Contractor. The Participating Entity may utilize WSCA Agents pursuant to the Contractor defined WSCA Agent program as defined in a separate written Agreement between Contractor and WSCA Agent.

WSCA Agents authorized within the State will have their names identified on the State's respective [www.Dell.com/naspowsca](http://www.Dell.com/naspowsca) Dell state store page.

**PARTICIPATING ADDENDUM  
Dell Marketing L.P.**

State of Arizona Contract Number: ADSP010-00000010

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**3.3.3. Reporting and Fees**

**3.3.3.1. Reporting**

The contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO), in a format that is mutually agreed upon, at no additional cost to the State.

**3.3.3.2. Administrative Fee**

Contractor shall assess administrative fees in the amount of one percent (1%) of all sales occurring under this Addendum, 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 with prior written notice and mutual agreement of Contractor. 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 Addendum. The Contractor's WSCA pricing to the Participating Entity shall be adjusted to offset for the equivalent fee amount. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15<sup>th</sup> 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 by law.

**3.3.4. Term of Contract**

Notwithstanding any future amendments, this PA shall begin on September 1, 2009 and continue for three (3) years, through August 31, 2012. The State, at its sole option, may extend the PA for two (2) additional one-year terms, or one additional two-year term, if the Master Price Agreement is still valid.

**3.3.5. Travel**

When requested, in writing, from the Using Agency to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at [www.gao.state.az.us](http://www.gao.state.az.us).

**4. Primary Contacts**

The primary contact individuals for this Addendum are as follows (or their named successors):

**Lead State**

Name: Bernadette Kopischke  
Address: 50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155  
Telephone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

**Contractor – Lead for Master**

Name: Stephanie Miller  
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682  
Telephone: (512) 723-4355  
Fax: (512) 283-9092  
E-mail: [stephanie\\_g\\_miller@dell.com](mailto:stephanie_g_miller@dell.com)

**Contractor - State Contract Manager:**

Name: Scott Loras  
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682  
Telephone: 512-728-8857

**PARTICIPATING ADDENDUM**

**Dell Marketing L.P.**

State of Arizona Contract Number: ADSPO10-00000010

Page 5 of 5

Fax: (512) 283-9092

E-mail: Scott\_Loras@dell.com

**State of Arizona**

Name: Maureen L. McGovern  
Address: State Department of Administration, State Procurement Office  
100 North 15<sup>th</sup> Avenue #104, Phoenix AZ 85007  
Telephone: 602.542.9125  
Fax: 602.542.5508  
E-mail: [maureen.mcgovern@azdoa.gov](mailto:maureen.mcgovern@azdoa.gov)

**5. Services:**

The terms of the Agreement shall apply each time Customer engages Dell to provide services. All services provided will be described in one or more of the following: (i) "Service Descriptions" used to describe any services purchased by an entity; (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties; or (iii) any "Technical Specification Form" approved by the parties

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement and its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement, together with its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by State Statutes, Rules or Policies**

Dell Marketing L.P.

  
\_\_\_\_\_  
SIGNATURE

Scott Loras  
Contracts Senior Consultant

State of Arizona

  
\_\_\_\_\_  
SIGNATURE

James Scarboro  
Deputy State Procurement Administrator

\_\_\_\_\_  
AUGUST 31, 2009

DATE

\_\_\_\_\_  
AUGUST 31, 2009

DATE

## Attachment 3.1

### State of Arizona Terms and Conditions

#### 1. Definition of Term

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

"Attachment" means any item specifically referenced herein and required to be included as a part of this Participating Addendum.

"Contract Means" means the terms and conditions set forth in Amendment 3.1 and are hereby incorporated into the Participating Addendum

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

"Contractor" or "Manufacturer" means the Hewlett Packard Company.

"Days" means calendar days unless otherwise specified.

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

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

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

"Participating State" or "Participating Entity" means the State of Arizona.

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

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by the Participating State to enter into an agreement for the purchase of goods and/or services described in this contract.

"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.

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

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

#### 2. 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. 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.

##### 2.4. 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.

##### 2.5. No Parole Evidence

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

##### 2.6. No Waiver

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

### **3. Contract administration and operation**

#### **3.1. Records**

Contractor shall comply with the requirements of A.R.S. § 35-214 and § 35-215.

#### **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**

Contractor shall comply with the requirements of ARS § 35-214.

#### **3.4. Facilities Inspection and Materials Testing**

In the event of pre-payment, the Contractor agrees to permit access into its facilities and, subcontractor facilities, at reasonable times for inspection of the materials provided 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 material noncompliance of the materials ordered under a particular purchase order, the Contractor shall be responsible for the payment of all reasonable costs incurred by the State for testing and inspection.

#### **3.5. 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.

#### **3.6. Property of the State; Ownership of Documents**

Any reports, computer programs, studies, photographs, negatives, databases, computer programs, or other documents ("Created Materials") first created by Contractor in the performance of its obligations under this Contract and paid for by the State are the sole property of the State. Created Materials shall not include the preexisting intellectual property or modifications thereto of the Contractor. The Contractor is not entitled to a patent or copyright on those Created 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. Notwithstanding the foregoing, Contractor shall be entitled to a worldwide, irrevocable, royalty-free license to use and modify any Created Materials that directly pertain to information technology infrastructure.

#### **3.7. Ownership of Intellectual Property**

Reference Section 12 of MPA

### **4. Costs and Payments**

#### **4.1. Payments**

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

#### **4.2. Delivery**

Reference Section 10A of MPA

#### **4.3. Applicable Taxes**

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes arising under this Contract that are normally attributable to the Contractor.

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. To the extent that Contractor fails to pay for such taxes normally attributable to 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. The State agrees to give prompt written notice to the Contractor in the event it is notified regarding taxes due that are attributable to Contractor.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current IRS 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**

#### **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. The State is deemed to have accepted Servicing Subcontractors authorized by the Contractor and subcontractors that are properly identified under any applicable Statement of Work.

#### **5.3. Assignment and Delegation**

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

### **6. Risk and Liability**

#### **6.1. Risk of Loss.**

Reference Section 10 of MPA

#### **6.2. Indemnification**

Reference Section 24 of MPA

#### **6.3. Indemnification - Patent and Copyright**

Reference Section 12 of MPA

#### **6.4. Force Majeure.**

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

### **6.5. Third Party Antitrust Violations**

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

## **7. Warranties**

### **7.1. Liens**

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

### **7.2. Quality**

Reference Section 11A of MPA

### **7.3. Fitness**

Reference Section 11A3 of MPA

### **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 materials provided such inspection or testing does not violate the express restrictions of the accompanying warranty or payment for the materials by the State.

### **7.5. Compliance with Applicable Laws**

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

### **7.6. Survival of Rights and Obligations after Contract Expiration or Termination**

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

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

## **8. State's Contractual Remedies**

### **8.1. Right to Assurance**

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or

continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

## **8.2. Stop Work Order**

8.2.1. The State may, prior to the time of shipment of ordered Equipment, 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. The duration of the Stop Work Order shall be reasonable in length and for cause.

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 materially comply with the relevant terms of the Contract. The delivery of materials or services or a substantial portion of the materials or services that do not materially comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may, after written notice to the designated representative of the Contractor that provides a reasonable period of time for Contractor to provide a cure of the non-compliance, terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under this Agreement or pursue any other right or remedy available to it.

## **8.5. Right of Offset**

As limited by the limitation of liability, the State shall be entitled to offset against any sums due the Contractor, any reasonable expenses or costs incurred by the State, or damages awarded to the State concerning the Contractor's non-conforming and uncured performance or material breach of performance under the Contract.

## **9. Contract Termination**

### **9.1. Cancellation for Conflict of Interest**

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

### **9.2. Gratuities**

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

### **9.3. Suspension or Debarment**

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

### **9.4. Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best 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. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted delivered before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. Vendor shall have the right to terminate for convenience in the event the Master Price Agreement is terminated. If the Vendor terminates the MPA for convenience, Vendor shall provide the State of Arizona the same notice period as given to the Lead State. 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 materially comply with any material 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 along with a reasonable period of time to provide a cure.

9.5.2. Upon termination under this paragraph, all deliverable materials, documents, data and reports first created by the Contractor pursuant to performing under the Contract shall become the property of and be delivered to the State upon demand and payment for same.

9.5.3. The State may, upon termination of a Purchase Order of this Contract for cause, procure, on terms and in the manner that it deems appropriate, materials or services to replace those in default under a Purchase Order of 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 to the extent that such excess costs do not exceed the limitation of liability in cases where indemnification liability does not apply and the State has first allowed the Contractor a reasonable opportunity to cure the default.

#### **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 there under.

#### **11. Arbitration**

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

#### **12. Insurance**

##### **12.1. Indemnification**

Reference Section 24 of MPA

##### **12.2. INSURANCE REQUIREMENTS**

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

##### **12.2.1. SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage at least as broad and with limits of liability as those stated below.

##### **12.2.1.1. Commercial General Liability — Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products — Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Blanket Contractual Liability —Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall, by blanket endorsement, include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**12.2.1.2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall, by blanket endorsement, include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.

**12.2.1.3. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 500,000
Disease — Each Employee	\$ 500,000
Disease — Policy Limit	\$1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and Men such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**12.3. ADDITIONAL INSURANCE REQUIREMENTS**

The policies are to contain, or be endorsed by blanket endorsement to contain, the following provisions:

12.3.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be included up to the full limits of liability purchased by the Contractor.

12.3.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.3.3. Coverage provided by the Contractor shall not be limited by the liability assumed under the indemnification provisions of this Contract.

**12.3. NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits without Contractor endeavoring to provide thirty (30) days prior written notice to the State of Arizona. Such notice shall be sent directly to the State of Arizona Primary Contact identified in the PA and shall be sent by certified mail, return receipt requested.

**12.4. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII, except for its wholly owned captives. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

**12.5. VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved

by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and blanket endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the State of Arizona's Primary Contact. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete summaries of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

#### **12.6. APPROVAL**

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

#### **12.7. EXCEPTIONS**

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

EXHIBIT C  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
DELL MARKETING LIMITED PARTNERSHIP

[Quotations]

See following pages.



# QUOTATION

QUOTE #: 580446678

Customer #: 32129236

Contract #: WN98ABZ

Customer Agreement #: ADSPO10-00000010

Quote Date: 4/6/11

Date: 4/6/11 2:17:52 PM

Customer Name: CITY OF AVONDALE

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$34,107.64</b>		
<b>Product Subtotal:</b>	<b>\$31,551.92</b>		
<b>Tax:</b>	<b>\$2,555.72</b>		
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>		
<b>Shipping Method:</b>	<b>Ground</b>	<b>Total Number of System Groups:</b>	<b>1</b>

GROUP: 1	QUANTITY: 14	SYSTEM PRICE: \$2,168.00	GROUP TOTAL: \$30,352.00
<b>Base Unit:</b>	Dell Latitude E6520 (225-0376)		
<b>Processor:</b>	Intel Core i7-2720QM, 2.20GHz, 6MB Cache, Dell Latitude E6X20 (317-5997)		
<b>Memory:</b>	8.0GB, DDR3-1333MHz SDRAM, 2 DIMM, Dell Latitude (317-3592)		
<b>Keyboard:</b>	Internal Backlit English Keyboard, Dell Latitude E (331-1238)		
<b>Keyboard:</b>	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
<b>Keyboard:</b>	Tech Setup Guide, English, Dell Latitude E6X20 (331-1207)		
<b>Video Card:</b>	nVidia NVS 4200M 512MB DDR3 Discrete Graphics, Dell Latitude E6520 (320-2081)		
<b>Hard Drive:</b>	320GB Hard Drive, 7200RPM, Dell Latitude E (342-2380)		
<b>Hard Drive Controller:</b>	Swipe Smartcard Reader, Dell Latitude E6520 (331-1248)		
<b>Floppy Disk Drive:</b>	LCD HD+/FHD Cover, Dell Latitude E6520 (318-0341)		
<b>Floppy Disk Drive:</b>	15.6in FHD+(1920x1080) Anti-Glare LED-backlit with Premium Panel Guarantee, Dell Latitude E6520 (320-2361)		
<b>Operating System:</b>	Genuine Windows 7 Professional, 64-bit, w/ media, Latitude, English (421-1644)		
<b>Operating System:</b>	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
<b>NIC:</b>	Dell Wireless 375 Bluetooth Module, Dell Latitude E (430-3982)		
<b>NIC:</b>	Bluetooth Cable, Dell Latitude E6520 (331-1539)		
<b>Modem:</b>	No Modem, Dell Latitude E (331-1221)		
<b>TBU:</b>	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
<b>TBU:</b>	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
<b>CD-ROM or DVD-ROM Drive:</b>	8X DVD+/-RW, Dell Latitude E (318-0330)		
<b>CD-ROM or DVD-ROM Drive:</b>	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)		
<b>CD-ROM or DVD-ROM Drive:</b>	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
<b>CD-ROM or DVD-ROM Drive:</b>	8X DVD+/-RW Bezel, Dell Latitude E6320/E6420/E6520/ATG (318-0466)		
<b>Sound Card:</b>	Dell Webcam Central Software Dell Latitude/Mobile Precision (421-1201)		
<b>Sound Card:</b>	Integrated webcam with single digital microphone, Dell Latitude E6520 (318-0343)		
<b>Processor Cable:</b>	Intel Centrino Advanced-N + WiMAX 6250 802.11a/b/g/n and 802.16e Half Mini Card,Lat E (430-3962)		
<b>Documentation Diskette:</b>	No Intel vPro Technology Advanced Management Features, Dell Latitude E6520 (331-1543)		
<b>Bundled Software:</b>	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)		
<b>Feature</b>	9-Cell (97WH) Additional Lithium Ion Battery for Latitude E5X20/6X20 (312-1153)		

Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 3 Year Extended (927-8553)
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (939-2870)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (934-7888)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (929-1137)
Support:	Accidental Damage Service, 4 Year (927-8713)
Support:	Info, Complete Care (988-7689)
Misc:	E/Port Plus, Advanced Port Replicator for Latitude E-Family/Mobile Precision (430-3096)
Misc:	E-Modular Bay, USB 3.0, Dell Latitude (331-1720)
Misc:	Trend Micro Worry Free Business Services, 30 Day, Dell Latitude/Mobile Precision Fast Track (410-0325)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6520 (331-1245)
	Intel Core i7 Processor (331-1640)
	CFI Titan Code for CFI FIDA or Bypass SI (364-1846)
	CFI, Information, Val, SI Video, Allowed (364-3161)
	CFI, Information, Validation, Select Any Microsoft OS (364-4107)
	CFI Routing SKU (365-0257)
	CFI, Rollup, Integration Service Tag or Label, Only - No Other CFI Services (366-1036)
	CFI, Information Client, Only (371-0941)
	CFI, B68S, Information, Label, Medium, Factory Install (372-8608)
	CFI, Information, CS Routing, Eligible, Factory Install (375-3088)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
E/Port, Plus 210W Port Replicator for Dell Mobile Precision M6400, Customer Kit (430-3312)	8	\$149.99	\$1,199.92
Number of S & A Items: 1		S&A Total Amount: \$1,199.92	

SALES REP:	Lee Pieper	PHONE:	888-977-3355
Email Address:	lee_pieper@dell.com	Phone Ext:	

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# QUOTATION

QUOTE #: 582544337

Customer #: 32129236

Contract #: WN98ABZ

Customer Agreement #: ADSPO10-00000010

Quote Date: 4/26/11

Date: 4/26/11 1:07:29 PM

Customer Name: CITY OF AVONDALE

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$43,858.32</b>		
<b>Product Subtotal:</b>	<b>\$40,572.00</b>		
<b>Tax:</b>	<b>\$3,286.32</b>		
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>		
<b>Shipping Method:</b>	<b>Ground</b>	<b>Total Number of System Groups:</b>	<b>1</b>

GROUP: 1	QUANTITY: 36	SYSTEM PRICE: \$1,127.00	GROUP TOTAL: \$40,572.00
<b>Base Unit:</b>	OptiPlex 990 Small Form Factor EPA (225-0461)		
<b>Processor:</b>	Core i5-2400, 3.1GHz, 6M, VT-x, 95W, Optiplex 990 (317-6592)		
<b>Memory:</b>	4GB,Non-ECC,1333MHz DDR3,2X2GB,Dell OptiPlex 990 (317-6987)		
<b>Keyboard:</b>	Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1989)		
<b>Monitor:</b>	No Monitor Selected, OptiPlex (320-3704)		
<b>Video Card:</b>	Integrated Video,HD Graphics 2000, Optiplex 990 (320-2260)		
<b>Hard Drive:</b>	250GB 2.5, SATA 3.0Gb/s and 16MB Data Burst Cache,Dell OptiPlex 990 Small Form Factor/Desktop (342-2465)		
<b>Operating System:</b>	Windows 7 Professional, Media, 64-bit, Optiplex, English (421-1483)		
<b>Operating System:</b>	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)		
<b>Mouse:</b>	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)		
<b>TBU:</b>	Intel vPro Technology Enabled, Dell OptiPlex 990 (331-1134)		
<b>CD-ROM or DVD-ROM Drive:</b>	8X DVD+/-RW,Slimline,Data Only,OptiPlex 790/990 Small Form Factor (318-0620)		
<b>CD-ROM or DVD-ROM Drive:</b>	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
<b>CD-ROM or DVD-ROM Drive:</b>	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-5095)		
<b>Sound Card:</b>	Heat Sink, Performance/Mainstream, Dell OptiPlex Small Form Factor (331-1198)		
<b>Speakers:</b>	Dell AX210 Universal Serial Bus,1.2W Stereo SPKR WW,Dell Optiplex,Precision,Latitude (313-7414)		
<b>Cable:</b>	OptiPlex 990 Small Form Factor Up to 90 Percent Efficient Power Supply (331-1983)		
<b>Cable:</b>	Dell Data Protection Access,OptiPlex (421-5078)		
<b>Cable:</b>	Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)		
<b>Cable:</b>	Regulatory label, Mexico, for OptiPlex 990 Small Form Factor (331-2483)		
<b>Documentation Diskette:</b>	Documentation,English,Dell OptiPlex (331-2030)		
<b>Documentation Diskette:</b>	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
<b>Bundled Software:</b>	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)		
<b>Controller Option:</b>	No RAID, Dell OptiPlex (341-8036)		
<b>Factory Installed Software:</b>	Dell Energy Smart Power Management Settings Enabled Optiplex (330-4817)		
<b>Feature</b>	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 990 Vista (331-1571)		
<b>Service:</b>	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 3 Year Extended (928-1033)		

Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (951-4670)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-2098)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (929-6267)
Dirline:	Keep Your Hard Drive, 4 Year (981-3953)
Misc:	Chassis Intrusion Switch,Optiplex 990 SFF (317-6625)
Misc:	No Quick Reference Guide,Dell OptiPlex (310-9444)
Misc:	Shipping Material for System,Small Form Factor,Dell OptiPlex 990 (331-1270)
	Core i5 vPro Sticker (331-1564)
	CFI Titan Code for CFI FIDA orBypass SI (364-1846)
	CFI,Information,Val, SI Video,Allowed (364-3161)
	CFI,Information, Validation,Select Any Microsoft OS (364-4107)
	CFI Routing SKU (365-0257)
	CFI,Rollup,Integration ServiceTag or Label,Only - No Other CFI Services (366-1036)
	CFI,Information Client,Only (371-0941)
	CFI,B68S,Information,Label, Medium,Factory Install (372-8608)
	CFI,Information,CSRouting,Eligible,Factory Install (375-3088)

SALES REP:	Lee Pieper	PHONE:	888-977-3355
Email Address:	lee_pieper@dell.com	Phone Ext:	

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# QUOTATION

**QUOTE #:** 582075124

**Customer #:** 32129236

**Contract #:** WN98ABZ

**Customer Agreement #:** ADSP010-00000010

**Quote Date:** 4/21/11

**Date:** 4/21/11 9:37:00 AM

**Customer Name:** CITY OF AVONDALE

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$7,229.59</b>		
<b>Product Subtotal:</b>	<b>\$6,687.88</b>		
<b>Tax:</b>	<b>\$541.71</b>		
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>		
<b>Shipping Method:</b>	<b>Ground</b>	<b>Total Number of System Groups:</b>	<b>1</b>

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$3,343.94	GROUP TOTAL: \$6,687.88
<b>Base Unit:</b>	Dell Latitude E6420 ATG (225-0702)		
<b>Processor:</b>	Intel Core i7-2620M, 2.70GHz, 4MB Cache, Dell Latitude E6X20 (317-5996)		
<b>Memory:</b>	4.0GB, DDR3-1333MHz SDRAM, 1 DIMM, Dell Latitude (317-4722)		
<b>Keyboard:</b>	Internal Backlit Dual Pointing English Keyboard, Dell Latitude E (331-1201)		
<b>Keyboard:</b>	Tech Setup Guide, English, Dell Latitude E6420 ATG (331-1715)		
<b>Keyboard:</b>	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
<b>Video Card:</b>	Intel HD Graphics 3000, Dell Latitude E6420 ATG (318-0512)		
<b>Hard Drive:</b>	128GB Dell Mobility Solid State Drive, 2.5MM, Dell Latitude E (342-1980)		
<b>Hard Drive Controller:</b>	Internal Fingerprint Reader and contactless smartcard reader, Dell Latitude E6420 ATG (331-2713)		
<b>Floppy Disk Drive:</b>	LCD Cover, with Touchscreen, Dell Latitude E6420 ATG (318-0511)		
<b>Floppy Disk Drive:</b>	14.0 in HD(1366x768) Anti-Glare LED, Touchscreen, Dell Latitude E6420 ATG (320-2142)		
<b>Operating System:</b>	Genuine Windows 7 Professional, 32-bit, w/ media, Latitude, English (421-1642)		
<b>Operating System:</b>	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
<b>NIC:</b>	Dell Wireless 375 Bluetooth Module, Dell Latitude E (430-3982)		
<b>NIC:</b>	Bluetooth Cable, Dell Latitude E6420/ATG/XFR (331-1430)		
<b>Modem:</b>	No Modem, Dell Latitude E (331-1221)		
<b>TBU:</b>	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
<b>TBU:</b>	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
<b>CD-ROM or DVD-ROM Drive:</b>	8X DVD+/-RW, Dell Latitude E (318-0330)		
<b>CD-ROM or DVD-ROM Drive:</b>	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)		
<b>CD-ROM or DVD-ROM Drive:</b>	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
<b>CD-ROM or DVD-ROM Drive:</b>	8X DVD+/-RW Bezel, Dell Latitude E6320/E6420/E6520/ATG (318-0466)		
<b>Sound Card:</b>	Integrated webcam with single digital microphone, Dell Latitude E6420/ATG (318-0436)		
<b>Sound Card:</b>	Dell Webcam Central Software Dell Latitude/Mobile Precision (421-1201)		
<b>Processor Cable:</b>	Intel Centrino Advanced-N + WiMAX 6250 802.11a/b/g/n and 802.16e Half Mini Card,Lat E (430-3962)		
<b>Documentation Diskette:</b>	Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1227)		
<b>Bundled Software:</b>	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)		
<b>Feature</b>	6-Cell (60WH) Primary Lithium Ion Battery for Latitude (312-1151)		

Feature	Carrying Handle, Latitude E6420 ATG (331-1713)
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 3 Year Extended (928-0793)
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (951-4120)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (934-9528)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (929-3587)
Extended Service:	Extended Battery Service for Years 2 and 3 of System Life (988-5542)
Dirline:	Keep Your Hard Drive, 4 Year (981-5693)
Support:	Accidental Damage Service, 4 Year (928-0953)
Support:	Info, Complete Care (988-7689)
Misc:	Dell Wireless 5630 Multi-Mode EVDO-HSPA Mini-Card with A-GPS for Latitude and Mobile Precision (318-0407)
Misc:	E/Port Plus, Advanced Port Replicator for Latitude E-Family/Mobile Precision (430-3096)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)
	Intel Core i7 vPro Processor (331-1639)
	CFI Titan Code for CFI FIDA or Bypass SI (364-1846)
	CFI, Information, Val, SI Video, Allowed (364-3161)
	CFI, Information, Validation, Select Any Microsoft OS (364-4107)
	CFI Routing SKU (365-0257)
	CFI, Rollup, Integration Service Tag or Label, Only - No Other CFI Services (366-1036)
	CFI, Information Client, Only (371-0941)
	CFI, B68S, Information, Label, Medium, Factory Install (372-8608)
	CFI, Information, CS Routing, Eligible, Factory Install (375-3088)

SALES REP:	Lee Pieper	PHONE:	888-977-3355
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# QUOTATION

QUOTE #: 582544576

Customer #: 32129236

Contract #: WN98ABZ

Customer Agreement #: ADSPO10-00000010

Quote Date: 4/26/11

Date: 4/26/11 1:07:30 PM

Customer Name: CITY OF AVONDALE

TOTAL QUOTE AMOUNT:	\$4,329.73		
Product Subtotal:	\$4,005.30		
Tax:	\$324.43		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Dell 20 Inch Flat Panel Display,E2011H,OptiPlex,Precision and Latitude,Customer Kit (320-9321)	30	\$133.51	\$4,005.30
3YR Limited Warranty Monitor, Advanced Exchange (983-2847)	30	\$0.00	\$0.00
Number of S & A Items: 2		S&A Total Amount: \$4,005.30	

SALES REP:	Lee Pieper	PHONE:	888-977-3355
Email Address:	lee_pieper@dell.com	Phone Ext:	

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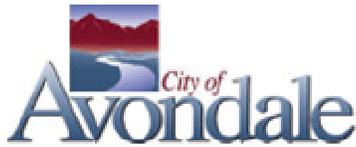
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# CITY COUNCIL REPORT

**SUBJECT:**  
Purchase Agreement - Norwood Equipment, Inc.

**MEETING DATE:**  
May 2, 2011

**TO:** Mayor and Council  
**FROM:** Wayne Janis, P.E., Public Works Director, 623-333-4747  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve a purchase agreement with Norwood Equipment, Inc. to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories for a total amount not to exceed \$90,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

After a competitive procurement process, Maricopa County entered into a contract with Norwood Equipment, Inc. to supply heavy duty truck, construction & agricultural/industrial fleet & equipment parts, services & accessories. The initial term of the contract is in effect until July 2013 and provides for (3) one-year automatic renewal options. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

**DISCUSSION:**

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. Norwood Equipment is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

**BUDGETARY IMPACT:**

Staff estimates \$15,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the 6 year contract period not to exceed \$90,000, subject to budget approval.

Funding is available in the approved City budget.

**RECOMMENDATION:**

Staff recommends that the City Council approve an agreement with Norwood Equipment, Inc. to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories in an amount not to exceed \$90,000, 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  
NORWOOD EQUIPMENT, INC.**

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of May 2, 2011, between the City of Avondale, an Arizona municipal corporation (the "City"), and Norwood Equipment, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, Arizona (the "County"), entered into an agreement with the Contractor, Serial No. 10018C, last revised February 2, 2011, for the Contractor to provide Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories (the "County Contract"). The County Contract is attached hereto as Exhibit A and incorporated herein by this reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to make purchases under the County Contract without further public bidding, and the County Contract permits its cooperative use by other public entities including the City.

C. The City desires to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories (the "Services") from the Contractor under the terms and conditions of the County 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 July 31, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the County Contract. After the expiration of the Initial Term, this Agreement shall automatically renew for up to three successive 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 County Contract has been extended pursuant to its renewal options. At least 30 days prior to the termination of either the Initial Term or any of the Renewal Terms, either party may provide written notification to the other party of its intention not to renew this Agreement.

2. Scope of Work. The Contractor shall provide the Services on an as-needed basis pursuant to purchase orders issued by the City, at the rates and under the terms and conditions of the County Contract, attached hereto as Exhibit A.

3. Compensation; Payment. The City shall pay Contractor an annual aggregate amount not to exceed \$15,000.00 for the Services at the rates as set forth in the County Contract and in the quantities as set forth in purchase orders issued by the City.

4. 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 this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 5 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 this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 5 below. To the extent necessary for the City to audit Records as set forth in this subsection, 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 this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

5. 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 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 this Agreement and may result in the termination of this Agreement by the City.

6. 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 Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to the County Contract.

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

8. 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.

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

10. Indemnification; Insurance. The City shall be afforded all of the rights, privileges and indemnifications afforded to the County under the County 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”**

NORWOOD EQUIPMENT, INC.,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2011,  
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 \_\_\_\_\_, 2011,  
by \_\_\_\_\_ as \_\_\_\_\_ of  
NORWOOD EQUIPMENT, 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  
NORWOOD EQUIPMENT, INC.

[County Contract]

See following pages.

**SERIAL 10018 C HEAVY DUTY TRUCK, CONSTRUCTION &  
AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS,  
SERVICE & ACCESSORIES**

**DATE OF LAST REVISION: February 02, 2011 CONTRACT END DATE: July 31, 2013**

**CONTRACT PERIOD THROUGH JULY 31, 2013**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION &  
AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS,  
SERVICE & ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 27, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Chief Procurement Officer  
Materials Management

**PA/mm**  
Attach

Copy to: Materials Management  
Gidget Vigil, Equipment Services

(Please remove Serial 04016-C from your contract notebooks)

**HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

**1.0 INTENT:**

This Invitation for Bid is intended to establish a contract for parts, service and accessories for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County’s best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, below).

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

**2.0 SPECIFICATIONS:**

**2.1 TECHNICAL REQUIREMENTS:**

**2.1.1 AUTHORIZED SERVICE FACILITIES:**

- 2.1.1.1 The contractors shall be certified as a respective manufacturer’s authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.
- 2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.1.3 The County’s expectations are to establish parts and service for all manufactures in the County’s rolling stock.
- 2.1.1.4 No volume of business is a guarantee.

**NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT “A” FOR YOU TO PROVIDE THIS INFORMATION.**

**FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON**

**2.1.2 MANUFACTURERS:**

EL DORADO BODIES	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM
CUMMINS DIESEL ENGINE	CASE	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
TRINITY ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV POLARIS	VERMEER-WOOD CHIPPER	SKIP-LINE
MACK	VOLVO	INTERNATIONAL
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER

GMC	GRACO – PAINT STRIPPERS	WILDEN – PAINT STRIPERS
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY’S FUEL TANKS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
PTO & DRIVELINE	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
CARRIER A/C CONDENSERS & EVAPORATORS	FORD NEW HOLLAND	

2.1.3 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor’s facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1<sup>st</sup> 20 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

- 2.1.3.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.
- 2.1.3.2 After hours/overtime service must be approved prior to providing the service.
- 2.1.3.3 Service truck(s) - fully equipped with parts, tools, equipment required to complete the repairs at no cost to the County.
- 2.1.3.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4 for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.
- 2.1.3.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.1.4 DEFINITIONS:

- 2.1.4.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.
- 2.1.4.2 Afterhours labor rate – services render after normal business hours.
- 2.1.4.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site minimum one (1) hour. This rate shall be the same for all field service calls.
- 2.1.4.4 Mileage (if applicable) – to County job site, the 1<sup>st</sup> 20 miles are free or choose a onetime flat rate fuel charge.

2.1.5 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

- 2.1.5.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:30 a.m. to 4:30 p.m.
- 2.1.5.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 4:30 p.m.

- 2.1.5.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 5:30 a.m. to 3:30 p.m.
- 2.1.5.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:00 a.m. to 5:00 p.m.
- 2.1.5.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 2:30 p.m.

2.1.6 WORK ORDER ASSIGNMENTS:

- 2.1.6.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor has an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.
- 2.1.6.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.1.7 RESPONSE TIME:

- 2.1.7.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.
- 2.1.7.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.
- 2.1.7.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.
- 2.1.7.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.
- 2.1.7.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

2.1.8 STATUS REPORTS:

- 2.1.8.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).
- 2.1.8.2 The report shall be submitted every day by 4:00 p.m.

2.1.9 PARTS PRICING:

- 2.1.9.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.
- 2.1.9.2 Submit price list(s) by hard copy, website access or CD-Rom. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

2.1.10 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

- 2.1.10.1 It is not the responsible of the County to pay freight on normal stock items.

- 2.1.10.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
- 2.1.10.3 Contractor(s) shall contact the designated service center on all delivery delays.
- 2.1.10.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
- 2.1.10.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
- 2.1.10.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

**2.1.11 ACTIVE DISTRIBUTORS:**

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization ensure compliance with terms and conditions of this solicitation.

**2.1.12 WARRANTY:**

- 2.1.12.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
- 2.1.12.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
- 2.1.12.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
- 2.1.12.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

**2.1.13 RETURN POLICY:**

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

- 2.1.13.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
- 2.1.13.2 Damaged, broken or unsealed packages shall not be accepted.
- 2.1.13.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

**2.1.14 STOCK LIFT:**

- 2.1.14.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

**2.1.15 INVENTORY ADJUSTMENTS:**

- 2.1.15.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

2.1.16 SAFETY STANDARDS:

2.1.16.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

2.1.17 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

2.2 ADDITIONAL CHARGES & FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

2.3 USAGE REPORT:

The Contractor shall furnish the County, on an as needed basis usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:  
Maricopa County Equipment Services  
3325 West Durango St.  
Phoenix, Arizona 85009

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.8 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.9 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.12 DISCONTINUED MATERIALS:

2.12.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.12.1.1 Documentation from the manufacturer that the material has been discontinued.

2.12.1.2 Documentation that names the replacement material.

2.12.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.12.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.12.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.12.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.14 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.15 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit a legible invoice with the following details before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

**Note: packing slips must have pricing listed.**

- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

2.16.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.16.3 **Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)) .**

2.16.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.17 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.18 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments (**% of discount off current catalog and services**) must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. **Any manufacturer catalog updates must be provided to Equipment Services upon issue date.** If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees

from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

### 3.5 INSURANCE REQUIREMENTS

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 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. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

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

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives,

officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; 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.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

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

**3.6 PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**3.7 REQUIREMENTS CONTRACT:**

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**3.8 ORDERING AUTHORITY.**

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.10 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**3.11 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**3.13 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**3.14 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.15 SUBCONTRACTING:**

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.16 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for ~~six five (6) (5)~~ years after final payment or until after the resolution of any audit questions which could be more than ~~six five (6) (5)~~ years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) 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 Immigration Reform and

Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. **The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009**

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>          %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED

<b>Item</b>	<b>Product Line</b>	<b>Current Price List At Date Of Issue</b>	<b>Price Column To Be Used</b>	<b>Discount (% Off)</b>
1.1.1.57	AMS Clutch Kits & Flywheels	AMSClutch 2/8/2010	Jobber	21.50%
1.1.1.58	Mid-America Clutches & Flywheels	Mid-America Jan. 2010	List	65.50%
1.1.1.59	Az. Brake & Clutch Relined Brake Shoes	Price Book 4/12/2010	List	66%
1.1.1.60	Az. Brake & Clutch Relined Brake Shoe Kits	Price Book 4/12/2010	List	59%
1.1.1.61	Euclid/Meritor HD Brake Components	A6421A 1/1/2010	List	54.50%
1.1.1.62	Bendix New Air Brake Components	BW1469 1/1/2010	List	53.50%
1.1.1.63	Bendix Reman. Air Brake Components	BW1465 1/1/2010	List	56%
1.1.1.64	Raybestos Brake Pads/Shoes	F-201-D 6/15/2009	List	64%
1.1.1.65	Raybestos Brake Drums & Rotors	DR-201-C 6/15/2009	List	64%
1.1.1.66	Raybestos Hydraulics	H-201-C 11/11/2009	List	64%

**ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009**

1.1.1.67	Raybestos Calipers	RLC-201-C 12/28/2009	List	64%
1.1.1.68	Stemco Seals/Bearings Crewson Slack Adjusters	Stemco2010 1/15/2010	List	54.50%
1.1.1.69	Timken Bearings	Timken US 2/15/2010	List	65.50%
1.1.1.70	National Seals/Gaskets	National440-SB 4/1/2010	List	66.50%
1.1.1.71	National Oil Seals	National440-SB 4/1/2010	List	70%
1.1.1.72	Sloan Air & Electrical Components Michelin Wiper Blades	Sloan-List Price 5/1/2010	List	60%
1.1.1.73	Webb Wheel Brake Drums	WebbListApril12010 4/1/2010	List	65%
1.1.1.74	Gunite Drums and Slack Adjusters	GuniteListApril12010 4/1/2010	List	65%
1.1.1.75	Az. Brake & Clutch	LAB53	4.0" Drum Turn	\$12.63
1.1.1.76	Az. Brake & Clutch	LAB55	5.0" Drum Turn	\$15.79
1.1.1.77	Az. Brake & Clutch	LAB56	6.0" Drum Turn	\$18.94
1.1.1.78	Az. Brake & Clutch	LAB57	7.0" Drum Turn	\$22.10
1.1.1.79	Az. Brake & Clutch	LAB58	8-5/8" Drum Turn	\$27.20
1.1.1.80	Az. Brake & Clutch	LAB06	Electric Drum Turn	\$15.24
1.1.1.81	Az. Brake & Clutch	LAB07	Arc Custom Shoe	\$3.09
1.1.1.82	Az. Brake & Clutch	LAB16	Rear Drum Mount Dual	\$11.98
1.1.1.83	Az. Brake & Clutch	LAB17	Front Drum Mount Dual	\$10.35
1.1.1.84	Az. Brake & Clutch	LABF34A	Spicer Flywheel	\$50.28

**ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009**

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$65.00	/hr
1.2.2 County Facility	\$65.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$ 97.50	/hr
1.2.4 Labor Rate for Field Service	\$97.50	/hr
1.2.5 Labor Rate for Field Service overtime	\$130.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: \$ per mile \$ flat fuel charge  
(reference section 2.1.3)

1.4 Business Hours 7:00 a.m. - 7:00 p.m. M\_F 7:00 a.m. - Noon Sat.

1.5 Return Policy (reference section 2.1.13) There will be no restocking fee on parts purchased during the term of this contract.  
1.5.1 Time limitations  
1.5.2 Restocking charge (if any) 0

1.7 Warranty (define) All parts are subject to 1 year manufacturer's warranty

1.8 Additional Participating Locations: N/A

Terms: 2% DAYS NET 30 DAYS  
Vendor Number: W000003287 X  
Telephone Number: 602-256-7966  
Fax Number: 602-284-1283  
Contact Person: Cindy Seitz  
E-mail Address: [cseitz.azbrake@yahoo.com](mailto:cseitz.azbrake@yahoo.com)  
Certificates of Insurance Required  
Contract Period: To cover the period ending **July 31, 2013.**

**ARIZONA PRODUCTION MACH.& SUP., 5635 W. VAN BUREN, PHOENIX, AZ 85063**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.32 ATV POLARIS	website 4-13-2010	MSRP	0

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.4 Business Hours	M-F 7:00am-5:00pm Sat 7:00am-12:00pm
1.5 Return Policy (reference section 2.1.13)	Returns accepted if part is in original unopened packaging. No returns on electrical.
1.5.1 Time limitations	Returns accepted up to only 10 Days After Invoice
1.5.2 Restocking charge (if any)	20% Handling on all Returns After 10 Days
1.7 Warranty (define)	30 Day on part or accessory due to defect in material or workmanship.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000000898 X
Telephone Number:	602-272-5551
Fax Number:	602-269-7545
Contact Person:	Mike Trella
E-mail Address:	<a href="mailto:mike@azpromac.com">mike@azpromac.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2013.</b>

**AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009**

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>          %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.11 THOMAS BUS	1/1/2010	ASH List	10-32%
1.1.1.19 CARRIER A/C CONDENDERS EVAPORATORS	1/1/2010	ASH List	47%
1.1.1.34 SOLAR TECH MESSAGE BOARDS	1/1/2010	List Price	0%
1.1.1.47 RICON WHEEL CHAIR LIFTS	1/1/2010	ASH List	53%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.85 - Knapheide	1/1/2010	ASH List	33%
1.1.1.86 - Tommy Gate	1/1/2010	ASH List	49%
1.1.1.87 - Waltco Liftgates	1/1/2010	ASH List	28%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$80.00	/hr
1.2.2 County Facility	\$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$95.00	/hr
1.2.4 Labor Rate for Field Service	\$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	\$105.00	/hr

**AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009**

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$1.50	per mile	\$0.00	flat fuel charge
1.4 Business Hours	7:00-5:00 M-F 8:00 to 12:00 Sat			
1.5 Return Policy (reference section 2.1.13)	No returns on special order			
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	5% after 6 mos. On stock items			
1.6 Additional Services Offered:	Paint & Body			
1.7 Warranty (define)	Per Manufacturer's policy			
1.8 Additional Participating Locations:	None			
Terms:	NET 30 DAYS			
Vendor Number:	W000000722 X			
Telephone Number:	602-269-9721			
Fax Number:	602-386-5472			
Contact Person:	Rudy Garcia			
E-mail Address:	<a href="mailto:rgarcia@autosafetyhouse.com">rgarcia@autosafetyhouse.com</a>			
Certificates of Insurance	Required			
Contract Period:	To cover the period ending <b>July 31, 2013.</b>			

**BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>          %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.29 PB LOADER	2009 PARTS PRICE LIST	09' LIST	-2%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$85.00	/hr	
1.2.2 County Facility	\$85.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	\$85.00	/hr	
1.2.4 Labor Rate for Field Service	\$85.00	/hr	
1.2.5 Labor Rate for Field Service overtime	\$122.50	/hr	

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: \$1.85 per mile \$ flat fuel charge  
(reference section 2.1.3)

1.4 Business Hours 7:00AM-4:30PM

1.5 Return Policy (reference section 2.1.13) WILL EXCEPT "INVENTORY ADJUSTMENTS" FOR UP TO 6 MONTHS

1.5.1 Time limitations 6 MONTHS

1.5.2 Restocking charge (if any) 0

1.6 Additional Services Offered:

1.7 Warranty (define) 90 DAYS

1.8 Additional Participating Locations: N/A

**BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029**

Terms: NET 30

Vendor Number: W000000775 X

Telephone Number: 602-944-1933

Fax Number: 602-944-9687

Contact Person: Peter Evans

E-mail Address: [pevans@balar.com](mailto:pevans@balar.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ X ]	[ ]	<u>2%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.88 BETTS MUD FLAP HANGERS	4/1/2009	LIST	40%
1.1.1.89 NATIONAL WHEEL SEALS	4/1/2010	JOBBER	20%
1.1.1.90 STEMCO WHEEL SEALS/HUB CAPS	1/15/2010	LIST	45%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$50	/hr
1.2.2 County Facility	N/A	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$75	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: NO CHARGE per mile NO CHARGE fuel charge  
(reference section 2.1.3)

1.4 Business Hours Monday through Friday 8:00AM to 5:00PM

1.5 Return Policy (reference section 2.1.13) Parts must be new and in salable condition in original packaging  
1.5.1 Time limitations 6 months from date of purchase  
1.5.2 Restocking charge (if any) 15% restocking fee for non-stocking parts only

1.6 Additional Services Offered: Quarterly in house training and scheduled on site training

**BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043**

1.7 Warranty (define) Betts offers a 1 year warranty policy on all parts and labor, plus the manufacturer's warranty policy if available

Terms: NET 30

Vendor Number: W000000462 X

Telephone Number: 623-907-9396

Fax Number: 623-936-5713

Contact Person: Pat Deskins

E-mail Address: [pdeskins@bettspring.com](mailto:pdeskins@bettspring.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**



**C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007**

1.5 Return Policy (reference section 2.1.13)

- 1 Westpac Heavy Duty Inc. will accept returns for stocking numbers purchased from us at no handling charge. Stock items returned should be in original packaging and in good resale condition. Some stock items, due to the type of product and shelf life, will not be eligible for return if older than two (2) years.
- 2 Westpac Heavy Duty Inc will accept returns for special order parts but may include a 15% restock fee depending on the manufactures policy. Freight cost incurred for special order is non refundable
- 3 Westpac Heavy Duty Inc. will accept returns or stock clean-ups on parts not purchased from Westpac Heavy Duty Inc. on a case by case basis

1.5.1 Time limitations

Based on manufactures policy

1.5.2 Restocking charge (if any)

up to 15%

1.6 Additional Services Offered:

Full Bumper to Bumper aftermarket parts offering

1.7 Warranty (define)

- 1 We support and help process all manufactures warrantees for all of the products we sell
- 2 The manufactures in nearly all cases evaluates warranty considerations, but we will support and fight for your warranty. Due to our good standing with manufactures, most warrantees are completed and approved without any questions
- 3 Parts turned in for warranty consideration will be handled promptly by a Westpac Heavy Duty representative
- 4 Once a warranty is deemed valid by the manufacture, a credit for the defective parts will be issued with 24 hours. If a warranty is deemed invalid or disallowed, Westpac Heavy Duty will reconsider and evaluate with the customer to resolve the issue.

Terms:

2% 10 DAYS NET 30 DAYS

Vendor Number:

W000003132 X

Telephone Number:

602-258-3929

Fax Number:

602-252-4238

Contact Person:

Ginette Dertina

E-mail Address:

[gdertina@westpace-hd.com](mailto:gdertina@westpace-hd.com)

Certificates of Insurance

Required

Contract Period:

To cover the period ending **July 31, 2013.**

**CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ X ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.10 BLUE BIRD BUS	4/12/2010	Retail	0
1.1.1.48 BRAUN WHEEL CHAIR LIFTS	4/12/2010	Retail	0

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$89.10	/hr
1.2.2 County Facility	\$99.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$125.00	/hr
1.2.4 Labor Rate for Field Service	\$99.00	/hr
1.2.5 Labor Rate for Field Service overtime	\$125.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: \$2.50 per mile \$ flat fuel charge (reference section 2.1.3)

1.4 Business Hours 7AM-5PM Mon - Fri

1.5 Return Policy (reference section 2.1.13) No returns on special order parts  
 1.5.1 Time limitations No return after 30 days  
 1.5.2 Restocking charge (if any) 15%



**CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>        %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.28 CUMMINS DIESEL ENGINES <b>FIRST CALL</b>	1/1/2010	Dealer	30% off list

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$99.00	/hr
1.2.2 County Facility	\$99.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$99.00	/hr
1.2.4 Labor Rate for Field Service	\$99.00	/hr
1.2.5 Labor Rate for Field Service overtime	\$99.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge:  
(reference section 2.1.3)

	\$1.21	per mile	\$25.00	flat fuel charge
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1.4 Business Hours

	6AM-9PM	Sat. 6AM-4:30PM
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1.5 Return Policy (reference section 2.1.13)

1.5.1 Time limitations	None
1.5.2 Restocking charge (if any)	None

1.6 Additional Services Offered:

	Air Conditioning repair, Brakes & Wheel seal repair Onan, engine & generator repair
--	--

1.7 Warranty (define)

	See warranty guidelines, all markets
--	--------------------------------------

1.8 Additional Participating Locations:

	Avondale location and Mobil repair units to cover state of AZ
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**CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323**

Terms: NET 10 DAYS

Vendor Number: W000004563 X

Telephone Number: 623-474-2600

Fax Number: 623-474-2730

Contact Person: Michael Young

E-mail Address: [michael.w.young@cummins.com](mailto:michael.w.young@cummins.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**



**DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009**

1.7 Warranty (define) Per mfg...

Terms: NET 10 DAYS

Vendor Number: W000000466 X

Telephone Number: 602-278-2552

Fax Number: 602-278-0427

Contact Person: Dave Drake

E-mail Address: [dave@drakeequipment.com](mailto:dave@drakeequipment.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**



**FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326**

- 1.6 Additional Services Offered: See Attachment #2 below
- 1.7 Warranty (define) See Attachment #3 below
- 1.8 Additional Participating Locations: See Attachment #4 below

**ATTACHMENT #1  
Business Hours**

**Tolleson Location**

Hours of Operation: 7 days a week 24 hours a day  
Parts Department Open Monday 6:00 AM - Saturday Midnight  
Open Sunday 7:00 AM - Midnight

Parts Delivery: Monday-Friday 7:30 AM - Midnight  
Saturday 8:00 AM - 4:00 PM

**Chandler Location**

Hours of Operation: Monday-Friday 7:00 AM - Midnight  
Saturday 7:30 AM – 5:00 PM

Parts Delivery: Monday-Friday 8:00 AM – 10:30 PM

**Flagstaff Location**

Hours of Operation: Monday-Friday 7:00 AM – 5:30 PM  
Saturday 7:00 AM – 5:00 PM  
Parts Department open Monday-Friday 7:00 AM – 7:00 PM  
open Saturday 7:00 AM – 5:00 PM

Parts Delivery: Monday-Friday 8:00 AM – 5:00 PM

**Tucson Location**

Hours of Operation: Monday-Friday 7:00 AM – 5:30 PM  
Saturday-Sunday 7:00 AM – 3:30 PM

Parts Delivery: Monday-Friday 8:00 AM – 5:00 PM

**ATTACHMENT #2**

- ✚ Full Service Body Shop w/65-foot Nova Verta Paint Booth
  - ✚ DuPont Paint system
- ✚ Complete Tractor and Trailer Repairs
  - ✚ Beeline Frame Rack
  - ✚ Beeline Alignment Rack
- ✚ Certified Welders and Fabricators
  - ✚ Factory Trained Technicians
- ✚ Fabrication and Body installation, Wreckers, Flat Beds, Lift Gates, Etc.
  - ✚ Certified Fire Apparatus Repair and Service
    - ✚ Motor Home Repairs
    - ✚ Free VIS Check Inspections

**FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326**

**ATTACHMENT #3**

 Warranty

All units within factory warranty follow their applicable guidelines.

Parts Warranty -Defective part and all requested information supplied to Freightliner, Sterling, Western Star of Arizona. Customer received replacement part at no charge. Warranty is filed with the understanding if warranty is denied by vendor, Freightliner, Sterling, Western Star of Arizona will charge customer's open charge account.

**ATTACHMENT #4**

 Additional Participating Locations

Chandler - 1230 S. Aikmel Lane  
Chandler, AZ 85226  
480-282-4000  
480-282-4059 fax

Flagstaff - 4201 S. Huntington Drive  
Flagstaff, AZ 86004  
928-522-0400  
928-522-0072 fax

Tucson - 4340 E. Tennessee Street  
Tucson, AZ 85714  
520-514-5700  
520-514-5900 fax

Body Shop- 9600 W. Roosevelt Street  
Tolleson, AZ 85353  
623-907-6640

Terms:	NET 30
Vendor Number:	W000010166 X
Telephone Number:	623-907-9900
Fax Number:	623-907-6409
Contact Person:	Chad Evans
E-mail Address:	<a href="mailto:cevans@fswaz.com">cevans@fswaz.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2013.</b>

**LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>        %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.94 Lincoln Lubrication	1/1/2009	KS-GI	30%
1.1.1.95 Graco Lubrication	12/28/2009	list	See Discount codes below
1.1.1.96 Alemit Lubrication	1/1/2009	All	See Discount codes below
1.1.1.97 Enerpac	11/1/2008	All	15%
1.1.1.98 Dixon valve and Coupling	1/10/2010	All	50%
1.1.1.99 Parker Hose and Fitting	1/15/2010	All	70%
1.1.1.100 Fill-Right Transfer Pumps	1/1/2009	All	15%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$65.00	/hr
1.2.2 County Facility	\$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$99.00	/hr

**LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040**

1.2.4 Labor Rate for Field Service	\$85.00	/hr
1.2.5 Labor Rate for Field Service overtime	\$99.00	/hr
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	Free in Maricopa County	per mile .45 per mile flat fuel charge (Outside Maricopa County)
1.4 Business Hours	8am-5pm	Field Service 24/7
1.5 Return Policy (reference section 2.1.13)	Must be ok by Account manager	
1.5.1 Time limitations	30 Days	
1.5.2 Restocking charge (if any)	25%	
1.6 Additional Services Offered:	Field Service ,Onsite Training	
1.7 Warranty (define)	1 year Manufactured	
1.8 Additional Participating Locations:	Parker Store 3518 E Broadway Rd Phoenix Az 85040 Parker Store 835 N 43rd Phoenix Az 85009	

**GRACO PRICE DISCOUNT CODE:**

A = 10%  
B = 10%  
C = 10%  
D = 15%  
E = 20%  
J = 10%  
M = 20%  
X = 10%

**ALEMITE PRICE DISCOUNT CODE:**

A = 10%  
S = 10%  
K = 20%  
P = 20%  
R = 20%  
M = LIST

Terms:	NET 30
Vendor Number:	W000017031 X
Telephone Number:	602-437-1245
Fax Number:	602-437-8862
Contact Person:	Parish Williams
E-mail Address:	<a href="mailto:lubequip@aol.com">lubequip@aol.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2013.</b>

**RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004**  
MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>        %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.12 INTERNATIONAL	12/28/2010	PL308 & PL322	Discounts are calculated into manufacturer price catalog.

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$94.50	/hr	
1.2.2 County Facility	\$110.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	\$141.75	/hr	
1.2.4 Labor Rate for Field Service	\$110.00	/hr	
1.2.5 Labor Rate for Field Service overtime	\$125.00	/hr	

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge:  
 (reference section 2.1.3)

\$0	per mile	\$45.00	flat fuel charge
In Maricopa County			

1.4 Business Hours

Monday to Friday - 7:00am to Midnight / Saturday - 7:00am to 3:30 pm
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1.5 Return Policy (reference section 2.1.13)

Per Mfg. definition (see file)
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1.5.1 Time limitations

1.5.2 Restocking charge (if any)

15% on special order parts
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1.7 Warranty (define)

Parts: 12 months
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1.8 Additional Participating Locations:

1815 S. 39th Avenue, Phoenix, AZ 85009
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**RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004**  
**MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004**

Terms: NET 30

Vendor Number: ~~W000002156 X~~ **W000017286 X**

Telephone Number: 602-254-9241

Fax Number: 602-252-5301

Contact Person: Ken Nelson

E-mail Address: [ken.nelson@mccandlessaz.com](mailto:ken.nelson@mccandlessaz.com) [knelson@rwcinternational.com](mailto:knelson@rwcinternational.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>          %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.7 BEAR/ELGIN BROOM	3/3/2010		15%

ADDITIONAL MANUFACTURERS NOT LISTED

1.1.1.101 CRYSTEEL DUMP BODIES			0
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**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$88.00	/hr	
1.2.2 County Facility	\$110.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	\$120.00	/hr	
1.2.4 Labor Rate for Field Service	\$110.00	/hr	
1.2.5 Labor Rate for Field Service overtime	\$140.00	/hr	

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$1.50	per mile	\$	flat fuel charge
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1.4 Business Hours	7:00AM-3:30PM SER PARTS 7:00A-4:30P MON-FRI
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1.5 Return Policy (reference section 2.1.13)	New, unused, like new condition
1.5.1 Time limitations	30 Days
1.5.2 Restocking charge (if any)	25% on Special Order Parts

1.6 Additional Services Offered:	welding, fabrication
----------------------------------	----------------------

**NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009**

1.7 Warranty (define) Manufactures standard warranty for parts applies

1.8 Additional Participating Locations: Vanguard Truck Center-Tucson

Terms: NET 30

Vendor Number: W000004438 X

Telephone Number: 602-254-0644

Fax Number: 602-253-0164

Contact Person: Ron Larson

E-mail Address: [rlnorwood@qwest.net](mailto:rlnorwood@qwest.net)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	% _____

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
	5/3/2010		
1.1.1.50 CHASSIS/SUSPENSIONS	8/1/2008	List	List - 42%
	1/1/2010	PTO	List - 48%
1.1.1.55 PTO & DRIVELINE	1/1/2010	D/Line	List - 62%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$72.50	/hr	
1.2.2 County Facility	\$72.50	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	\$108.75	/hr	
1.2.4 Labor Rate for Field Service	\$72.50	/hr	
1.2.5 Labor Rate for Field Service overtime	\$108.75	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$0.00	per mile	\$ flat fuel charge

1.4 Business Hours 7am-5pm M-F

1.5 Return Policy (reference section 2.1.13) All products returnable in re-sellable condition

1.5.1 Time limitations

1.5.2 Restocking charge (if any) 0

1.6 Additional Services Offered: Allison Transmissions

**\*See quote #873372 exp. 12/01/2011**

1.7 Warranty (define) 1 year all products

1.8 Additional Participating Locations: PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

**pto sales**

ATTN: GIDGET

Divisions:  
Leaf Spring Supply  
Pacific Gear

1646 E. UNIVERSITY  
PHOENIX AZ 85034  
602-252-9390

INVOICE DATE 07/14/2010 08:20AM	
INVOICE NO. **QUOTE**	PAGE 1
CUSTOMER NO. 43031	BRANCH * 2*

SOLD TO: MARICOPA COUNTY  
EQUIPMENT MGMT DEPT  
3325 W. DURANGO  
PHOENIX AZ 85009

SHIP TO: MARICOPA COUNTY  
EQUIPMENT MGMT DEPT  
3325 W. DURANGO  
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

QUANTITY	UNIT NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	TAXES	TOTAL
*QUOTE VALID FOR 30 DAYS* EXPIRES: 12/01/2011						
*PICKED UP BY CUSTOMER*						
1	AU 29514624	ATS45 2600 Y 16T 1358 29 EXC	1370.00EA	1370.00		1370.00
1	AU 29514624-C1	CORE	1644.00EA	1644.00		1644.00
1	AU 33014314	MT643 2800ML 370 5.10 5T EXC	1738.53EA	1738.53		1738.53
1	AU 23014314-C1	CORE	2055.00EA	2055.00		2055.00
1	AU 23014321	MT653 2600ML 5.10 7T 370 EXC	1760.45EA	1760.45		1760.45
1	AU 23014321-C1	CORE	2055.00EA	2055.00		2055.00
1	AU 6885292	MT654 2100 5.10 11T 495 EXC	2466.00EA	2466.00		2466.00
1	AU 6885292-C1	MT654 - 2100 ALLISON COR CHG	2740.00EA	2740.00		2740.00
1	AU 29505462	HT740 19-2050C 41/2 16T EXC	3493.50EA	3493.50		3493.50
1	AU 29505462-C1	CORE	5480.00EA	5480.00		5480.00
1	AU 23043437	HT750DR 7*2100 6T T/C 49 EXC	4247.00EA	4247.00		4247.00
1	AU 23043437-C1	CORE	8220.00EA	8220.00		8220.00
1	AU 6510068344	MD3060P 4*W/O OLS Y 413D EXC	4110.00EA	4110.00		4110.00
1	AU 6510068344-C1	CORE	6850.00EA	6850.00		6850.00
1	AU 6510165018	MD3560P 4*W/O-OLS TID2 4 EXC	3973.00EA	3973.00		3973.00
1	AU 6510165018-C1	CORE	6850.00EA	6850.00		6850.00
1	AU 29528120	B500 TID-2 W/OLS EXC	6644.50EA	6644.50		6644.50
1	AU 29528120-C1	CORE	5480.00EA	5480.00		5480.00
1	AU 6310016228	LT2000 N PTO TC221 NO PP EXC	2466.00EA	2466.00		2466.00
1	AU 6310016228-C1	CORE	2192.00EA	2192.00		2192.00
1	AU 6310454892	LT2500T/C221 PTOY EXC	2466.00EA	2466.00		2466.00
1	AU 6310454892-C1	CORE	2192.00EA	2192.00		2192.00
1	AU 6610148650	4500RDS_P 4*W/OLS TC521 EXC	6644.50EA	6644.50		6644.50
1	AU 6610148650-C1	CORE	5480.00EA	5480.00		5480.00
1	AU 6510174531	B400R TID2 TC 418 B EXC	5000.50EA	5000.50		5000.50
1	AU 6510174531-C1	CORE	6850.00EA	6850.00		6850.00
1	AU 6610011311	HD4560P 4*WOOLS Y 541 TI EXC	6644.50EA	6644.50		6644.50
1	AU 6610011311-C1	CORE	10960.00EA	10960.00		10960.00
////////////////////////////////////// ATTN: GIDGET ALL ALLISONS COME WITH A 2 YEAR UNLIMITED MILEAGE WARRANTY. EACH MODEL						
Received By: _____			REMIT TO: PTO SALES CORPORATION file # 749265 Los Angeles, CA 90074-3265			
Date Rec'd: _____						
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.						
AMOUNT		SALES TAX		TOTAL		
				*CONTINUED*		

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE. PTO Sales shall have the right to exercise an offset of the amount of PTO Sales 15% CHARGE WILL BE ASSESSED ON ALL RETURNS. liabilities against payables related to goods or services purchased from the NON-STOCKING ITEMS ARE NOT RETURNABLE

**ORIGINAL COPY**

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

# pto sales

Divisions:  
Leaf Spring Supply  
Pacific Gear

1646 E. UNIVERSITY  
PHOENIX AZ 85034  
602-252-9390

INVOICE DATE 07/14/2010 08:20AM	
INVOICE NO. **QUOTE**	PAGE 2
CUSTOMER NO. 43031	BRANCH * 2*

SOLD TO: MARICOPA COUNTY  
EQUIPMENT MGMT DEPT  
3325 W. DURANGO  
PHOENIX AZ 85009

SHP TO: MARICOPA COUNTY  
EQUIPMENT MGMT DEPT  
3325 W. DURANGO  
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

QUANTITY	PART NUMBER	DESCRIPTION	PRICE	EXTENSION
QUOTE	873372	(602) 506-4668	66	020/66 109
<p>REGARDLESS OF PART NUMBER IS THE SAME PRICE. EXAMPLE ALL MODELS OF AT545 ARE THE SAME PRICE ETC.. WE HAVE A LARGE INVENTORY BETWEEN PHX AND LA, CA. PRICING TO INSTALL THE TRANSMISSIONS WILL VARY DEPENDING ON THE VEHICLE. THE RANGE WILL BE BETWEEN 10-30 HOURS AT \$72.50 HOUR. PLEASE FEEL FREE TO CALL ME WITH ANY QUESTIONS. MICHAEL DEWEY 602-252-9390 ////////////////////</p>				
<p>*QUOTE VALID FOR 30 DAYS* EXPIRES: 12/01/2011</p>				
Received By: _____		<p>SHIP TO: PTO SALES CORPORATION File # 749265 Los Angeles, CA 90074-8265</p>		
Date Rec'd: _____		<p>Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>		
		AMOUNT	TAXES	TOTAL
		122072.48	AZ TAXES AZ	11352.74
				133425.22

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.  
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.  
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the same business entity.

**PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034**

Terms: NET 30

Vendor Number: W000016995 X

Telephone Number: 602-252-9390

Fax Number: 602-307-5964

Contact Person: Michael Dewey

E-mail Address: [dewey@ptosales.com](mailto:dewey@ptosales.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[ X ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.4 JOHN DEERE - GREEN	4/1/2010	<a href="http://www.jdparts.com">www.jdparts.com</a>	
1.1.1.5 JOHN DEERE - YELLOW	4/1/2010	<a href="http://www.jdparts.com">www.jdparts.com</a>	
1.1.1.8 BROCE BROOM	4/6/2010	Price (on CD)	
1.1.1.40 WACKER	1/1/2010	MSLP (on CD)	

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$100.00	/hr
1.2.2 County Facility	\$124.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$124.00	/hr
1.2.4 Labor Rate for Field Service	\$124.00	/hr
1.2.5 Labor Rate for Field Service overtime	\$124.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: \$ per mile \$125.00 flat fuel charge (reference section 2.1.3)

1.4 Business Hours 7:00 am - 5:00 pm

1.5 Return Policy (reference section 2.1.13) Restock charge on non stock items-must be new and in original package

**R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009**

1.5.1 Time limitations 45 Days  
1.5.2 Restocking charge (if any) 15%

Terms: NET 30

Vendor Number: W000000706 X

Telephone Number: 602-415-4700

Fax Number: 602-233-0383

Contact Person: Dan Dickerson

E-mail Address: [jcheney@rdoequipment.com](mailto:jcheney@rdoequipment.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**



**RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009**

Terms: NET 10

Vendor Number: W000005541 X

Telephone Number: 602-477-7600

Fax Number: 602-352-5729

Contact Person: David De Weerd

E-mail Address: [deweerd@rush-enterprises.com](mailto:deweerd@rush-enterprises.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301**

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>          %</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.2 CATERPILLAR - <b>2<sup>ND</sup> CALL</b>	current monthly	fleet	10%
1.1.1.17 FORD NEW HOLLAND	current monthly	fleet	10%
1.1.1.28 CUMMINS DIESEL ENGINES - <b>2<sup>ND</sup> CALL</b>	current monthly	fleet	10%
1.1.1.44 RV - NEWMAR	current annual	fleet	10%
1.1.1.45 RV - CHAMPION	current annual	fleet	10%
1.1.1.46 RV - THOMAS	current annual	fleet	10%
1.1.1.50 CHASSIS/SUSPENSIONS	current annual	fleet	10%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$63.50	/hr
1.2.2 County Facility	\$75.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	\$75.00	/hr
1.2.4 Labor Rate for Field Service	\$75.00	/hr

**SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301**

1.2.5 Labor Rate for Field Service overtime	\$75.00	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	n/c	per mile	\$ flat fuel charge
1.4 Business Hours	6:00am-6:00pm Mon-Fri, sat 7:00-noon		
1.6 Additional Services Offered:	Ford Blue Diamond (navistar) joint venture, all makes all brands. Full oem warranty on all brands of class 7&8 trucks		
1.7 Warranty (define)	oem warranty, or 12months 12,000. whichever is greater		
Terms:	NET 30		
Vendor Number:	W000003564 X		
Telephone Number:	623-842-8600		
Fax Number:	623-930-5966		
Contact Person:	Dave Harris		
E-mail Address:	<a href="mailto:dharris@sandersonford.com">dharris@sandersonford.com</a>		
Certificates of Insurance	Required		
Contract Period:	To cover the period ending <b>July 31, 2013.</b>		

**SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.53 WEATHERGUARD TOOL BOXES	9/15/2008	Trade	19.50%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.102 - Weather Guard Van Equipment	9/18/2008	Trade	19.50%
1.1.1.103 - Tradesman Truck Boxes/Tanks	1/1/2009	Retail	20%
1.1.1.104 - Go Industries Headache Racks, Etc	1/1/2010	Retail	20%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$65.00	/hr
1.2.2 County Facility	\$65.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	N/A	per mile	flat fuel charge
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1.4 Business Hours	Monday - Friday 8am to 5pm
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1.5 Return Policy (reference section 2.1.13)	Stocking items are returnable, Non-stocking items are not returnable
--	--

**SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909**

1.5.1 Time limitations	30 days from receipt of merchandise
1.5.2 Restocking charge (if any)	In cartons like new - No restock fee / Damaged cartons or out of cartons up to 25%
1.7 Warranty (define)	Manufacturer's warranty on product / 180 days on labor
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233
Terms:	NET 30
Vendor Number:	W000005277 X
Telephone Number:	602-269-5769
Fax Number:	602-352-0042
Contact Person:	Gary Wieder
E-mail Address:	<a href="mailto:gary@aztrucks.com">gary@aztrucks.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2013.</b>



**SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226**

1.4 Business Hours	7:30 Am to 4:00 PM
1.5 Return Policy (reference section 2.1.13)	On approval per item/ restock charge may apply from Factory
1.5.1 Time limitations	Little onsite inventory
1.5.2 Restocking charge (if any)	Varies by Vendor
1.6 Additional Services Offered:	Hydraulic repair center for cylinders, pumps, valves, motors misc hydraulic components, all tested. Refurbish hydraulic Systems.
1.7 Warranty (define)	1 Year on Pump and Motor repair, 90 Days on cylinder Repair
1.8 Additional Participating Locations:	SunSource / Wistech 4810 South 36Th Street Phoenix, AZ 85040 602-243-4361
Terms:	NET 30
Vendor Number:	W000001452 X
Telephone Number:	480-763-0388
Fax Number:	480-763-0389
Contact Person:	Douglas Bendel
E-mail Address:	<a href="mailto:dbendel@sunsrce.com">dbendel@sunsrce.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2013.</b>

**THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ X ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.22 THERMO-KING	January 5, 2010	FLEET	

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$90.00	/hr	
1.2.2 County Facility	\$90.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	Callout: \$325.00 first 2 hours, \$135.00 each additional hour		
1.2.4 Labor Rate for Field Service	\$90.00	/hr	
1.2.5 Labor Rate for Field Service overtime	Callout: \$325.00 first 2 hours, \$135.00 each additional hour		

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$1.05	per mile	\$	flat fuel charge
--	--------	----------	----	------------------

1.4 Business Hours	8 a.m. to 5 p.m., Monday - Friday
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1.5 Return Policy (reference section 2.1.13)	14 days, no return on electrical components
--	---

1.5.1 Time limitations	Cores must be returned within 90 days
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1.5.2 Restocking charge (if any)	15%
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1.7 Warranty (define)	90 days on parts and workmanship unless otherwise stated
-----------------------	--

1.8 Additional Participating Locations:	Thermo King West - Tucson Thermo King West - Kingman
---	---

**THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009**

Terms: NET 15

Vendor Number: W000007209 X

Telephone Number: 602-403-8043

Fax Number: 602-278-8501

Contact Person: James Cole

E-mail Address: [james\\_cole@tkwest.com](mailto:james_cole@tkwest.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**UTILITY TRAILER SALES CO.-AZ, 1402 N. 22ND AVENUE, PHOENIX, AZ 85009**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.26 MAXON LIFTS	1/1/2009	List	27.50%
1.1.1.31 PULL TARP	2/1/2008	Fleet	14%

Terms: NET 30

Vendor Number: W000007237 X

Telephone Number: 602-254-7213

Fax Number: 602-271-4128

Contact Person: Rick Dolan

E-mail Address: [rdolan@utilityaz.com](mailto:rdolan@utilityaz.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**



VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

Terms: NET 30

Vendor Number: W000015723 X

Telephone Number: 623-937-9454

Fax Number: 623-937-9755

Contact Person: Peter Hokanson

E-mail Address: [phokanson@valleytruck.net](mailto:phokanson@valleytruck.net)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009**

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[ X ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ X ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	<u>%</u>

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

**ITEM DESCRIPTION**

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1.38 VOLVO	2010	List	-20%
1.1.1.39 MACK	2010	List	-20%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	\$110	/hr
1.2.2 County Facility	\$115.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$1.00	per mile	\$25.00	flat fuel charge
--	--------	----------	---------	------------------

1.4 Business Hours Mon-Fri 6:30am-12Mid Sat 7Am- 3:30PM

1.5 Return Policy (reference section 2.1.13) 30 days  
 1.5.1 Time limitations 30 days  
 1.5.2 Restocking charge (if any) 25%

1.6 Additional Services Offered: Full line Body shop, alignment rack

1.7 Warranty (define) 1 year on parts installed in our shop 90 days on labor

**VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009**

Terms: NET 30

Vendor Number: W000014065 X

Telephone Number: 602-258-4500

Fax Number: 602-258-5905

Contact Person: Sharon Rivera

E-mail Address: [svivera@vanguardtrucks.com](mailto:svivera@vanguardtrucks.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**ARIZONA MACHINERY 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS: YES  
 WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES  
 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

**1.1 HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT**

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.4 JOHN DEERE - GREEN	5/12/2010	AMCO	0
1.1.1.36 WARN WINCHES	912427	List	20%

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:  
 1.2.1 Contractor's Facility \$ 105.95 /hr  
 1.2.2 County Facility \$ 129.95 /hr  
 1.2.3 Labor Rate for after hours/overtime (if different) \$ 158.92 /hr  
 1.2.4 Labor Rate for Field Service \$ 129.95 /hr  
 1.2.5 Labor Rate for Field Service overtime \$ 194.92 /hr  
 1.4 Business Hours 7-5 M-F, Saturday 7-9, Sunday Closed  
 1.5 Return Policy (reference section 2.1.13)  
 1.5.2 Restocking charge (if any) 25% on non-stock items  
 1.7 Warranty (define) 90 Day

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30  
 Vendor Number: W000000852 X  
 Telephone Number: (623) 936-7131  
 Fax Number: (623) 936-2089  
 Contact Person: David Tuttle  
 E-mail Address: [dtuttle@azmach.net](mailto:dtuttle@azmach.net)  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**

**ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

<b>1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT</b>						
		<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>		<b>PRICE COLUMN TO BE USED</b>		<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer						
1.1.1.36 WARN WINCHES		912427		List		(20%)
<b>ADDITIONAL MANUFACTURERS NOT LISTED</b>						
1.1.1.57 Tomar		15-May-09		List		Dealer
1.1.1.58 Tradesman		31-Dec-08		List		25%
1.1.1.59 Go Industries		1-Jun-08		Jobber		5%
1.1.1.60 Top Decl		8-May-08		List		15%
1.1.1.61 Xtreme Liners		4/1/2007		List		38%
1.1.1.62 Sure Fit		8-May-08		Jobber		10%
1.1.1.63 Fabrication				\$50.00/hr		
<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>						
1.2 Labor Rate:						
1.2.1 Contractor's Facility		\$50.00	/hr			
1.2.2 County Facility		\$50.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		\$75.00	/hr			
1.2.4 Labor Rate for Field Service		\$50.00	/hr			
1.2.5 Labor Rate for Field Service overtime		\$75.00	/hr			
1.4 Business Hours		8-5 M-F				
1.5 Return Policy (reference section 2.1.13)		Yes, as long as parts are resaleble condition				
1.5.1 Time limitations		60 Days				
1.5.2 Restocking charge (if any)		None				
1.6 Additional Services Offered:		Installation of Auto & Truck Equipment & Emergency Lighting and Fabrication				
1.7 Warranty (define)		Manufactures Warranty				

**ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301**

PRICING SHEET: NIGP CODE 0600001

Terms: 2% 10 DAYS NET 30 DAYS  
Vendor Number: W000009324 X  
Telephone Number: (623) 435-0245  
Fax Number: (623) 435-0246  
Contact Person: Joel Delisle  
E-mail Address: [aztruckpros@aol.com](mailto:aztruckpros@aol.com)  
Certificates of Insurance Required  
Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**

**BEARCAT MFG., INC. 3650 SABIN BROWN RD. WICKENBURG, AZ 85390**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

<b>1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT</b>					
	CURRENT PRICE LIST AT DATE OF ISSUE		PRICE COLUMN TO BE USED		DISCOUNT (% OFF)
1.1.1 Manufacturer					
1.1.1.1 BEARCAT	10/1/2010		List		0.00%
<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	\$ 95.00	/hr			
1.2.2 County Facility	\$ 95.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	\$ 95.00	/hr			
1.2.4 Labor Rate for Field Service	\$ 95.00	/hr			
1.2.5 Labor Rate for Field Service overtime	\$ 95.00	/hr			
1.4 Business Hours	6an-4pm				
1.5 Return Policy (reference section 2.1.13)	Damaged goods not accepted				
1.5.1 Time limitations	60 Days				
1.5.2 Restocking charge (if any)					15%
1.7 Warranty (define)	12 Month Limited				

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30  
 Vendor Number: W000002949 X  
 Telephone Number: (928) 684-7851  
 Fax Number: (928) 684-3240  
 Contact Person: Fred Anderson  
 E-mail Address: [fanderson@bearcatmfg.com](mailto:fanderson@bearcatmfg.com)  
 Certificates of Insurance: Required  
 Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**

**BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

<b>1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT</b>				
	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>		<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer				
1.1.1.3 CASE	9/2/2010			0
1.1.1.6 KUBOTA/BOBCAT	8/1/2010			0
1.1.1.18 MASSEY FERGUSON	9/2/2010			0
1.1.1.56 BINGHAMNEW HOLLAND	10/1/2010			0
<b>ADDITIONAL MANUFACTURERS NOT LISTED</b>				
1.1.1.57 Landpride	4/1/2010			0
1.1.1.58 Woods	3/1/2010			0
1.1.1.59 Stihl	3/1/2010			0
<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>				
1.2 Labor Rate:				
1.2.1 Contractor's Facility	\$ 95.00	/hr		
1.2.2 County Facility	\$ 115.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	\$ 142.00	/hr		
1.2.4 Labor Rate for Field Service	\$ 115.00	/hr		
1.2.5 Labor Rate for Field Service overtime	\$ 142.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	1st 20 mile free		per mile	flat fuel charge
1.4 Business Hours	7am-5pm M-F, 7am-12pm Saturday			
1.5 Return Policy (reference section 2.1.13)	New and Returnable			
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	20%			
1.7 Warranty (define)	Manufacture			

**BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210**

1.8 Additional Participating Locations:	Bingham Eg.
	710 N. 195th Ave, Buckeye 85326
	Bobcat of Phoenix
	21828 N. 7th Street Phoenix 85624

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30  
 Vendor Number: W000000918 X  
 Telephone Number: (480) 969-5516  
 Fax Number: (480) 610-4004  
 Contact Person: Michael Clark  
 E-mail Address: [michael.clark@binghamequipment.com](mailto:michael.clark@binghamequipment.com)  
 Certificates of Insurance Required  
 Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**

**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

**HYDRAULIC**

<b>1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT</b>					
	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>		<b>PRICE COLUMN TO BE USED</b>		<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer					
1.1.1.2 CATERPILLAR OFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar Hydraulics		Column H		0%
	<b>Program ID</b> NAT-HYD-26 NAT-MLP-206		<b>Program Description</b> HOSE COUPLING		<b>Discount %</b> 10 10
<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	\$88.30	/hr			
1.2.2 County Facility	\$88.30	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	\$118.30	/hr			
1.2.4 Labor Rate for Field Service	\$88.30	/hr			
1.2.5 Labor Rate for Field Service overtime	\$118.30	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	<b>HOURLY CHARGE ONLY</b>		per mile	<b>HOURLY CHARGE ONLY</b>	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm		Sat 7am - 12 pm		
1.5 Return Policy (reference section 2.1.13)	See attached policy				
1.5.1 Time limitations	See attached policy				
1.5.2 Restocking charge (if any)	See attached policy				
1.6 Additional Services Offered:	Service after hours - Hydraulic hose after hours				
	Parts delivery - Free pickup and delivery on all hydraulic repairs				
1.7 Warranty (define)	6 months for parts/ 1 year for service				
1.8 Additional Participating Locations:	See attached				
	* Various locations state wide				

**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**

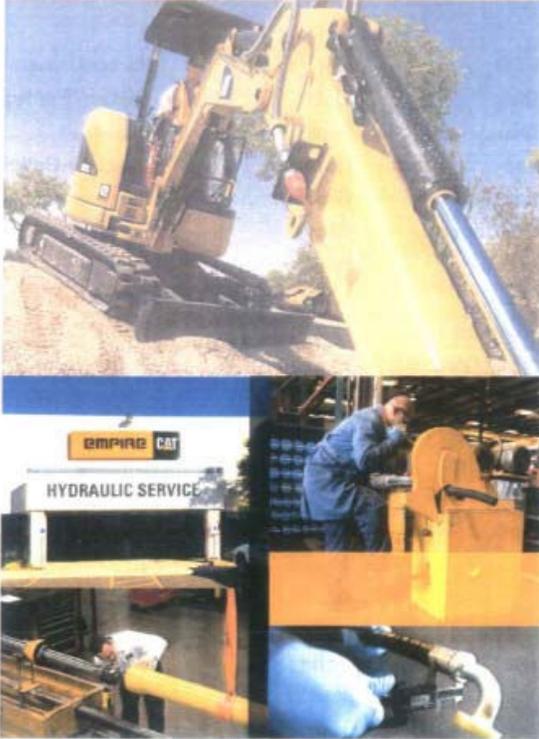


# HYDRAULIC SERVICE

MESA - PEORIA - TUCSON

CYLINDER, PUMP AND MOTOR REBUILD | HYDRAULIC TESTING | EXTENSIVE PARTS INVENTORY | ALL MAKES/MODELS

ISO 9001:2000  
REGISTERED



▶ **WHAT WE DO:**

- ▶ Cylinder repair/rebuild for Caterpillar® and many other brands
- ▶ Stringent hydraulic testing
- ▶ Hoses and fittings for most makes, models, and applications
- ▶ Pump, motor, and valve repair

▶ **THE EMPIRE ADVANTAGE:**

- ▶ ISO 9001:2000 Registered
- ▶ Hose-building in 30 minutes or less
- ▶ Over \$1 million in parts stock
- ▶ Extensive inventory of exchange components and complete assemblies with as-new warranty
- ▶ Simple two-level exchange price schedule based on reusability
- ▶ One year warranty
- ▶ Rebuild components guaranteed to meet manufacturer's original performance specs
- ▶ Comprehensive customer service
- ▶ Free pick up and delivery in the Phoenix Metro area - Call for details

▶ **MESA:** 1835 S. MacDonald Dr. | Mesa, AZ 85210  
Phone: (480) 633-4700  
Hours: 6am to 6pm Mon-Fri (Hose Shop open until 8pm)  
After Hours Hydraulic Service: (602) 622-4757  
After Hours Hose Service: (602) 622-4704

▶ **PEORIA:** 9802 N. 91st Ave., #100 | Peoria, AZ 85345  
Phone: (623) 707-1700  
Hours: 6am to 5pm Mon-Fri  
After Hours Hydraulic Service: (602) 622-4941  
After Hours Hose Service: (602) 622-5693

▶ **TUCSON:** 7600 S. Nogales Hwy. | Tucson, AZ 85756  
Phone: (520) 746-8300  
Hours: 7am to 3:30pm Mon-Fri (Hose Shop open until 5pm)  
After Hours Hydraulic Service: (520) 631-5971  
After Hours Hose Service: (520) 240-2512



**1-800-EMPIRE-1 | [www.empirecat.com](http://www.empirecat.com)**

**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**



1835 S. MacDonald Drive, Mesa AZ 85210 (480) 633-4700



9802 N. 91st Ave., #100, Peoria AZ 85345 (623) 707-1700



7600 S. Nogales Hwy., Tucson, AZ 85756 (520) 746-8300

## EMPIRE HYDRAULICS PRODUCT LINE

Caterpillar is our main product line, but we do much, much more. We will service any of your hydraulic needs. These are just some of the fine products we work on:

### Cylinders, Pumps, Motors, Hoses, Fittings, Repair Parts

AGCO	Fiat	Parker/Gresen
AGM	Ford	Parker/TRW Ross
Allied	Funk	Peabody
Altec	Gomaco	Peabody-Galion
Atlas	Gradall	Permco
Atlas Copco	Grove	Poclain
Auburn	Heil	Racine
Baily	Hercules	Rexroth
Balderson	Hitachi	Rome Plow
Barber Greene	Husco	Sandvik
Bignozzi	Hyco	Sauer Sunstrand/
Blaw-Knox	Hydratech	Danfoss
Bobcat	Hydraco	Sheffer
Bomag	Hydro-Line	Sierra
Bosch	Hydura	Simplex
Braden/Paccar/	Hyster	SPX/OTC/Power
Gearmatic	International	Team
Broce Mfg	JCB	Stanley
Case	John Deere	Terex-O&K
Caterpillar	Kawasaki	Terreal
Clark	Kobelco	Torc-up
Commercial/	Komatsu	Trail King
Intertech	Kubota	Tyrone
Continental	La Bounty	Vickers/Eaton/
Cross	Linde	Charlynn
Cry Steel	Link Belt	Voac
Custom Hoist	Mega	Volvo
Denison	Miller	Von Ruden
Double D	Milwaukee	VT Leeboy
Driltech	Mitsubishi	Webster
Dynapac	Muncie	White
Dynapower	NPK	Woods/Gannon
Dynex/Rivett	Oilgear	Young
Enerpac	P&H	
Entek	Palmer Johnson	
Fairfield	Parker	

**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**

**MACHINERY**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

**1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT**

	<b>CURRENT PRICE LIST A0T DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer	Maricopa County Pricing Files - Caterpillar	Column H	0%****
1.1.1.2.1 CATERPILLAR OFF ROAD EQUIPMENT			

\*\*\*\*Some discounts are available. Please see attachment

**NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE**

1.2 Labor Rate:

1.2.1 Contractor's Facility	<u>\$96.35</u>	/hr
1.2.2 County Facility	<u>\$128.85</u>	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	<u>\$126.35</u>	/hr
1.2.4 Labor Rate for Field Service	<u>\$128.85</u>	/hr
1.2.5 Labor Rate for Field Service overtime	<u>\$163.00</u>	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	<u>HOURLY CHARGE ONLY</u>	per mile	<u>HOURLY CHARGE ONLY</u>	flat fuel charge
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1.4 Business Hours	<u>M-F 6am - 6 pm</u>	<u>Sat 7am - 12 pm</u>
--------------------	-----------------------	------------------------

1.5 Return Policy (reference section 2.1.13)	<u>See attached policy</u>
--	----------------------------

1.5.1 Time limitations	<u>See attached policy</u>
------------------------	----------------------------

1.5.2 Restocking charge (if any)	<u>See attached policy</u>
----------------------------------	----------------------------

1.6 Additional Services Offered:	<u>Service after hours</u>
----------------------------------	----------------------------

	<u>Parts delivery</u>
--	-----------------------

1.7 Warranty (define)	<u>Standard - 6 months</u>
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1.8 Additional Participating Locations:	<u>See attached</u>
---	---------------------

	<u>* Various locations state wide</u>
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**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**

**TRUCK & TRAILER**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

<b>1.1 HEAVY TRUCKS, CONSTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT</b>				
		<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>	<b>PRICE COLUMN TO BE USED</b>	<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer				
1.1.1.2 CATERPILLAR		***PLEASE SEE ATTACHED LISTS***		
1.1.1.35 SKIP-LINE				
1.1.1.50 CHASSIS/SUSPENSIONS		9/1/2009	See attached list	10%

<b>ADDITIONAL MANUFACTURERS NOT LISTED</b>				
1.1.1.57 Grote Lights		1/25/2010	see attached	5%

<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>				
1.2 Labor Rate:		***PLEASE SEE ATTACHED LABOR RATES***		
1.2.1 Contractor's Facility		\$ 110.00	/hr	
1.2.2 County Facility		\$ 110.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)		\$ 137.50	/hr	
1.2.4 Labor Rate for Field Service		\$ 110.00	/hr	
1.2.5 Labor Rate for Field Service overtime		\$ 137.50	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)			per mile \$25.00	flat fuel charge
1.4 Business Hours		Monday - Friday 6am to 5pm		
1.5 Return Policy (reference section 2.1.13)		See attached policy		
1.5.1 Time limitations		See attached policy		
1.5.2 Restocking charge (if any)		See attached policy		
1.6 Additional Services Offered:		Service after hours		
1.7 Warranty (define)		6 months standard		
1.8 Additional Participating Locations:		840 N. 43rd Ave, Phoenix, AZ 85009		

**EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062**

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30

Vendor Number: W000002929 X

Telephone Number: (602) 622-5655

Fax Number: (602) 333-5666

Contact Person: Bill Dixon

E-mail Address: [bill.dixon@empire-cat.com](mailto:bill.dixon@empire-cat.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**

**FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hours of utilizing the Purchasing Card)

<b>1.1 HEAVY TRUCKS, CONSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT</b>					
	<b>CURRENT PRICE LIST AT DATE OF ISSUE</b>		<b>PRICE COLUMN TO BE USED</b>		<b>DISCOUNT (% OFF)</b>
1.1.1 Manufacturer					
1.1.1.3 CASE	8/25/2010		List		0
<b>1.1.1.13 DYNA PAC ROLLERS</b>	<b>1/10/11</b>		<b>List</b>		<b>0</b>
<b>NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE</b>					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	\$90.00	/hr			
1.2.2 County Facility	\$110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	\$110.00	/hr			
1.2.4 Labor Rate for Field Service	\$110.00	/hr			
1.2.5 Labor Rate for Field Service overtime	\$110.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	\$2.50	per mile		\$	flat fuel charge
1.4 Business Hours	M-F 6am-5pm				
1.5 Return Policy (reference section 2.1.13)	None for stock items- 6 Months Special Order Items				
1.5.1 Time limitations	6 Months				
1.5.2 Restocking charge (if any)	15% Restock Fee				
1.6 Additional Services Offered:	Facility equipped to service 50 Ton Equipment				
	Falcon Power does not offer parts delivery service				
1.7 Warranty (define)	Standard 6 Month Parts Warranty				

**FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009**

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30

Vendor Number: W000000959 X

Telephone Number: (602) 269-3221

Fax Number: (602) 269-3696

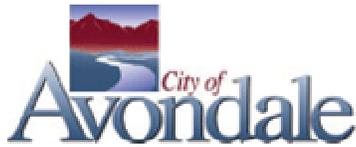
Contact Person: Dan French

E-mail Address: [df@falconpower.com](mailto:df@falconpower.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

**ADDED 01/27/2011**



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 2969-511 - First Amendment to the Contract Agreement with Maricopa County Community Action Program

**MEETING DATE:**

May 2, 2011

**TO:** Mayor and Council

**FROM:** Gina Montes, Neighborhood & Family Services Director (623) 333-2727

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing an amendment to the Contract Agreement with the Maricopa County Board of Supervisors for funding in the amount of \$57,432 for operations, equipment, and the annual Back to School Supply Drive.

**BACKGROUND:**

The Community Action Program has been providing services to residents since the 1960s who, for a variety of reasons, find themselves in financial difficulty. Community Action Program's services include: information and referral; advocacy; crisis intervention; emergency food box referrals; employment search; energy education; and housing, rental, and energy assistance.

**DISCUSSION:**

The majority of the funding (\$49,632) will support employee costs incurred by the City in providing the Community Action Program. In addition, \$6,000 is allocated for support of the annual Back to School Supply Drive which will take place this summer. The remainder (\$1,800) will be used to purchase needed equipment including a telephone, computers, and file cabinets.

**BUDGETARY IMPACT:**

This funding will support operating costs of the Community Action Program and reduce the general fund support for the program in the current fiscal year. This amendment increases Maricopa County funding for the Community Action Program from \$141,503 to \$198,935.

**RECOMMENDATION:**

Staff is requesting that the City Council adopt a resolution authorizing the first amendment to the Contract Agreement with the Maricopa County Board of Supervisors for funding in the amount of \$57,432.

**ATTACHMENTS:**

Click to download

[📄 Resolution 2969-511](#)

[📄 First Amendment to Contract Agreement](#)

**RESOLUTION NO. 2969-511**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM FOR FY 10-11.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The First Amendment to the Contract Agreement No. C-22-10-084-3-00 between the City of Avondale (the “City”) and Maricopa County for a grant award to operate the City’s Community Action Program for FY 10-11 (the “First Amendment”) is hereby approved 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, May 2, 2011.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2969-511

[First Amendment to the Contract Agreement]

See following pages.



AMENDMENT #1  
 TO THE CONTRACT AGREEMENT  
 BETWEEN  
 MARICOPA COUNTY  
 ADMINISTERED BY ITS  
 HUMAN SERVICES DEPARTMENT  
 AND  
 CITY OF AVONDALE

Contract No. C-22-10-084-3-00

- I. The purpose of this Amendment is to:
  - A. Increase the total contract amount by an additional \$57,432 from \$141,503 to \$198,935
  - B. Incorporate the Operating Budget – MCHSD July 1, 2010 to June 30, 2011 – Attachment A
- II. The effective period of this Amendment is July 1, 2010 to June 30, 2011.

All other terms and conditions of the original Contract Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment.

Approved by:  
 CITY OF AVONDALE

Approved by:  
 MARICOPA COUNTY

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Chairman, Board of Supervisors

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

APPROVED AS TO FORM:  
 This Contract has been reviewed by the undersigned City Attorney who has determined that it is in proper form and within the power and authority granted to the City under the City Charter.

Attested to:  
 \_\_\_\_\_  
 Clerk, Board of Supervisors  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 City Attorney

APPROVED AS TO FORM:  
 \_\_\_\_\_  
 Legal Counsel for Maricopa County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Attachment A

Contract Operating Budget - MCHSD      July 1, 2010 to June 30, 2011

**CONTRACTOR:      City of Avondale**

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**Service: 1) Community Services and 2) Case Management & Emergency Services**

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**Revenue Sources**

**MCHSD Funds**

<b>Formula: FY2011</b>	141,503.00
<b>Formula: Increase</b>	50,532.00
<b>Minigrant</b>	6,000.00
<b>Equipment grant</b>	900.00
<b>Total Revenues</b>	<u>198,935.00</u>

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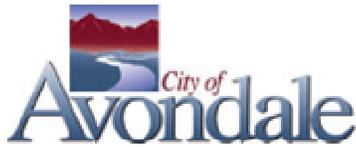
**Budget Categories**

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Personnel / ERE	192,104.00
Travel/Space/Materials & Supplies/Operating Services	6,831.00
<b>Total Expenses</b>	<u>198,935.00</u>

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\*Funding will be allocated internally on a monthly basis  
by the Human Services Department/Office of Financial Services.  
Funds utilized may include CSBG( 93.569),CSBG ARRA(93.710) ,SSBG (93.667)  
,TANF(93.558),LIHEAP(93.568),and County Fund based on fund availability.



# CITY COUNCIL REPORT

**SUBJECT:**  
Business Retention Internship Program Update

**MEETING DATE:**  
May 2, 2011

**TO:** Mayor and Council  
**FROM:** Daviel Davis, Economic Development Director (623) 333-1411  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will provide Council with a report regarding the Estrella Mountain Community College Business Retention Internship (BRI) program.

**BACKGROUND:**

The BRI program is a collaborative effort between Estrella Mountain Community College, the Southwest and Buckeye Valley Chambers of Commerce and the Cities of Avondale, Goodyear, Litchfield Park and Tolleson and the Town of Buckeye. Established in fall 2009, the program aims to help Southwest Valley cities retain current businesses while students learn valuable skills. The internship program directly impacts Southwest Valley communities by addressing critical business and economic needs, while providing college students with relevant and practical pre-professional business experience.

The program was recognized by WESTMARC with a Best of the West award in the Higher Education Category for 2010. The students will be presenting the results of their work over the past year.

**RECOMMENDATION:**

No action is necessary as this report is for information purposes only.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available