

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
Councilmember Bill Hawkins
Councilmember Karen Wall
Councilmember Kristen Larsen
Councilmember Michelle Cordes
Councilmember Judy Hughes



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, August 5, 2019

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, August 5, 2019, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Public Hearing to receive** citizens' comments on an application received from Jose L. Maldonado, American Legion Post 9, for a Class B Bingo License, located at 441 N. Main Street, Florence, Arizona, and for Council recommendation for approval or disapproval of said license. (Lisa Garcia)
- b. **Public Hearing to receive** citizens' comments on the proposed change to the existing wall and fence height requirements in Florence Gardens Units A through F and first reading of Ordinance No. 682-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN USES OF PROPERTY WITHIN UNITS A THROUGH F OF FLORENCE GARDENS. (Larry Harmer)

- c. **Presentation on Give-A-Lift Program** (Carolyn Ballard)
 - d. **Presentation on Upcoming Special Events.** (Alison Feliz)
7. **CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**
- a. **Proclamation declaring** August 2019 as Drowning Impact Awareness Month. (Bryan Hughes)
 - b. **Approval to enter into** an Intergovernmental Agreement with Pinal County through the Pinal County Sheriff's Office for usage of graffiti abatement equipment. (Daniel Hughes)
 - c. **Approval to enter** into a Community Development Block Grant (CDBG) Program Cooperation and Coordination Agreement with Pinal County. (Jennifer Evans)
 - d. **Approval to enter** into a contract with Day Auto Supply, aka Napa Auto Parts, through a Cooperative Contract through the Arizona Department of Administration Solicitation # ADSPO16-00005626, Contract # ADSPO16-129364, for aftermarket automotive parts and service, in an amount not to exceed \$63,800. (Chris Salas)
 - e. **Approval to enter** into a contract with Pro-Tec Environmental Inc., to provide sewer line cleaning for CIP SU-94 Annual Sewer Line Cleaning Project, in an amount not to exceed \$90,000. (Chris Salas)
 - f. **Notice of Task Order/Change Order** for WestLand Resources issued for On-Call Engineering pursuant to Council approved contract. (Bryan Hughes)
 - g. **Approval to enter into** a four-year contract with Piper Jaffray & Co. (Piper Jaffray) to serve as the Town's Financial Advisor. (Rey Sanchez)
 - h. **Approval of accepting** the register of demands ending June 30, 2019, in the amount of \$3,725,237.59. (Rey Sanchez)

8. UNFINISHED BUSINESS

- a. **Ordinance No. 680-19:** Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE FOR ASSESSOR PARCEL NUMBER 202-04-0530 (PLZ-19-19). (Larry Harmer)
- b. **Ordinance No. 681-19:** Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN NON-CONFORMING USES OF PROPERTY WITHIN UNITS I, II, III, & IV OF CALIENTE CASA DEL SOL, AND DECLARING AN EMERGENCY. (Larry Harmer)

9. NEW BUSINESS

- a. Discussion/Approval/Disapproval Hanna Earl's and Grace Diorio's resignations from the Florence Youth Commission. (John Nixon)
- b. Discussion/Approval/Disapproval to contract with Fortiline, Inc., through the City of Phoenix Contract Solicitation # IFB 15-158, Contract # 4701004826 Water Elbows, Fitting, Pipe, Shafts, Flanges, etc., to provide parts for water and wastewater projects, in an amount not to exceed \$250,000. (Chris Salas)
- c. Discussion/Approval/Disapproval to enter into a Professional Services Contract with Coolidge Engine and Pump, for deep well and well pump maintenance, in an amount not to exceed \$300,000. (Chris Salas)
- d. Discussion/Approval/Disapproval to enter into a contract with Ellison Mills Contracting LLC, utilizing Job Order Contract # 0816-14, through the City of Casa Grande Public Works On-Call Maintenance and Repair Services, in an amount not to exceed \$300,000. (Chris Salas)

10. MANAGER'S REPORT

11. DEPARTMENT REPORTS

- a. Community Development
- b. Community Services
- c. Courts
- d. Finance
- e. Fire
- f. Police
- g. Public Works

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

14. ADJOURNMENT TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- b. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.


15. ADJOURNMENT FROM EXECUTIVE SESSION

16.ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

POSTED ON AUGUST 1, 2019, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: August 5, 2019 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Public Hearing and action on a Bingo Application submitted by American Legion Post 9		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public Hearing on an application submitted by Jose L. Maldonado, American Legion Post 9, for a Class B Bingo License, located at 441 N. Main Street, Florence, Arizona, and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Mr. Jose L. Maldonado, Commander, American Legion Post 9, submitted an application for a Class B Bingo License with the Arizona Department of Revenue, to the Clerk’s Office on July 11, 2019.

The Town Clerk’s Office is required to hold a public hearing within 45 days upon receipt of the application. The public hearing will be held at the August 5, 2019 Town Council meeting. Staff posted a public hearing notice at the American Legion Post 9 facility on July 30, 2019.

Bingo is legal in the State of Arizona for recreational purposes or to allow certain types of nonprofit organizations to generate funds to support their activities. Special laws govern the way bingo is to be conducted. These laws are enforced by the Arizona Department of Revenue Bingo Section. Failure to comply with bingo laws and rules could lead to the loss of the license to conduct games.

A VOTE OF NO WOULD MEAN:

A no vote would mean that the Town Council is forwarding a recommendation to not allow American Legion Post 9 to have bingo events.

A VOTE OF YES WOULD MEAN:

A yes vote would mean that the Town Council is forwarding a recommendation to allow American Legion Post 9 to have bingo events.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Application
Public Hearing Notice

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting bingo games, you must renew your license prior to the expiration date.

1 Applicant's Name American Legion Post 9		
2a Mailing Address PO Box 1080		
2b City Florence	State AZ	ZIP Code 85132
3a Administrative Office Location 441 N. Main St		
3b City Florence	State AZ	ZIP Code 85132
4a Name of Contact Person Paul F. Johnson	4b Telephone No. 5207059805	
4c E-mail Address arizonapost9@gmail.com	4c Fax No.	

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

5 **Class B and Class C license applicants only:** If applying as a qualified organization, check one box to indicate the type of organization:

- Charitable
 Social
 Religious
 Veterans
 Fraternal
 Volunteer Fire Department
 Homeowners Association
 Nonprofit Ambulance Service

6 **Class B and Class C license applicants only** applying as a qualified organization, provide parent or auxiliary information:

6a Parent Name American Legion Post 9			6b Auxiliary Name		
Address – Number and Street, Rural Rt., Apt. No. 441 N. Main St			Address – Number and Street, Rural Rt., Apt. No.		
City Florence	State AZ	ZIP Code 85132	City	State	ZIP Code

7 **Class B and Class C license applicants only** applying as a qualified organization, provide the date the organization was established in Arizona: 10/31/1991

8 **Class B and Class C license applicants only** applying as a qualified organization, list the current officers of the organization:

8a Name Jose L. Maldonado			8b Name Doug Stinson		
Title Post 9 Commander			Title 2nd Vice Commander		
Address – Number and Street, Rural Rt., Apt. No. 441 N. Main St			Address – Number and Street, Rural Rt., Apt. No. 441 N. Main St		
City Florence	State AZ	ZIP Code 85132	City Florence	State AZ	ZIP Code 85132
8c Name Katherine Sichling			8d Name Paul F. Johnson		
Title 1st Vice Commander			Title Post Adjutant / Finance Officer		
Address – Number and Street, Rural Rt., Apt. No. 441 N. Main St			Address – Number and Street, Rural Rt., Apt. No. 441 N. Main St		
City Florence	State AZ	ZIP Code 85132	City Florence	State AZ	ZIP Code 85132

Continued on page 2 →

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Class A License	<input type="checkbox"/> Class B License	<input type="checkbox"/> Class C License
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Applicant's Name (as shown on page 1)
AMERICAN LEGION POST 9

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch
[REDACTED]	National Bank of Arizona	Florence

10 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch
[REDACTED]	National Bank of Arizona	Florence

11 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

11a Name Jose L. Maldonado Title Post 9 Commander Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code 441 N. Main St AZ 85132	11b Name Katherine Sichling Title 1st Vice Commander Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132
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12 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

12a Name Doug Stinson Title 2nd Vice Commander Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132	12b Name Paul F. Johnson Title Post Adjutant / Finance Officer Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132
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13 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Paul F. Johnson Title Post Adjutant / Finance Officer	Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132
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14 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit.

14a Name Jose L. Maldonado Title Post 9 Commander Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132	14b Name Doug Stinson Title 2nd Vice Commander Address - Number and Street, Rural Rt., Apt. No. 441 N. Main St City State ZIP Code Florence AZ 85132
14c Name Title Address - Number and Street, Rural Rt., Apt. No. City State ZIP Code	14d Name Title Address - Number and Street, Rural Rt., Apt. No. City State ZIP Code

Applicant's Name (as shown on page 1)

AMERICAN LEGION POST 9

APPLICATION FOR BINGO LICENSE

15 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

15a Name	15b Name
15c Name	15d Name
15e Name	15f Name
15g Name	15h Name

16 Street address of the physical location where bingo will be played:

441 N Main St Florence AZ 85132

17 Indicate the time on each respective day that bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.

18 List dates of proposed game cancellation if any:

None

19 Indicate the type of premises where bingo will be played. Check one box:

a Neither rent nor mortgage will be paid from bingo funds.

b Rented or leased. Attach rental affidavit and copy of rental agreement.

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

c Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
<u>American Legion</u>	<u>41 N. Main St</u>		
Telephone Number (with area code)	City	State	ZIP Code
<u>52-868-5576</u>	<u>Florence</u>	<u>AZ</u>	<u>85132</u>

d Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

Continued on page 4 →

Applicant's Name (as shown on page 1)

American Legion Post 9

APPLICATION FOR BINGO LICENSE

20 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

20a Name <i>N/A</i>	20b Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

21 Expected bingo expenses:

a Mortgage: \$ 0 per month

Payable to <i>N/A</i>	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: \$ 0 per month hour occasion

Payable to <i>N/A</i>	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: \$ 400.00 per month hour occasion

Payable to <i>Teri Whitten</i>	Address – Number and Street, Rural Rt., Apt. No. [REDACTED]
Telephone number (with area code) [REDACTED]	City State ZIP Code <i>Florence AZ 85132</i>

d Accounting Services: \$ 400.00 per month hour occasion

Payable to <i>Toogood Tax and Accounting</i>	Address – Number and Street, Rural Rt., Apt. No. <i>595 S. Main</i>
Telephone number (with area code) <i>520-868-1040</i>	City State ZIP Code <i>Florence AZ 85132</i>

e Security Services: \$ 0 per month hour occasion

Payable to <i>N/A</i>	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: \$ 0 per _____

Payable to <i>Lynxx Gaming INC</i>	Address – Number and Street, Rural Rt., Apt. No. <i>2730 S. Hardy Dr Suite 5</i>
Telephone number (with area code) <i>480-935-044</i>	City State ZIP Code <i>Tempe AZ 85282</i>

Line 21 continues on page 5 →

Applicant's Name (as shown on page 1)

AMERICAN Legion Post 9

APPLICATION FOR BINGO LICENSE

21 Expected Bingo Expenses, continued...

g Maximum prize payout per occasion: \$ 500.00. Attach game schedule that lists individual prize amounts.

Paid to unknowned		Address - Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)		City	State	ZIP Code

h Utility Expenses:

Electric (payable to) APS		Address - Number and Street, Rural Rt., Apt. No. PO Box 2906		
Account Number	Monthly Amount	City	State	ZIP Code
	\$ 1,202	Phoenix	AZ	85062-2906

Gas (payable to) Southwest Gas		Address - Number and Street, Rural Rt., Apt. No. PO Box 9880		
Account Number	Monthly Amount	City	State	ZIP Code
	\$ 128.15	Las Vegas	NV	89193-8890

Water (payable to) Town of Florence		Address - Number and Street, Rural Rt., Apt. No. 775 N. Main St		
Account Number	Monthly Amount	City	State	ZIP Code
	\$ 97.04	Florence	AZ	85132

Trash Removal (payable to) Included with Water		Address - Number and Street, Rural Rt., Apt. No.		
Account Number	Monthly Amount	City	State	ZIP Code
	\$			

22 Briefly state the specific projected use of net proceeds from games of bingo:

These are bingo machines provided by Lynxx Gaming Inc. The proceeds will be going towards continuing to serve Veterans and their families as well to the community. Proceeds will also provide for building maintenance and repairs.

I, Paul F. Johnson, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.


APPLICANT'S SIGNATURE

DATE

Post Adjutant/Finance Officer
TITLE

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

(602) 716-7801


This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to Arizona Revised Statutes § 5-404.

Licensee's Name American Legion Post 9		License Number	
Position (check the appropriate boxes): <input type="checkbox"/> Manager <input type="checkbox"/> Supervisor <input checked="" type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88 81 PM 80 RCVD	
Affiant's Name Paul F. Johnson			
Social Security Number [REDACTED]	Date of Birth [REDACTED]		
Address [REDACTED]			
City Florence	State AZ		
Home Phone No. (with area code) [REDACTED]	Work Phone No. (with area code) [REDACTED]		

If licensee is a qualified organization, complete the following section:

Member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date Joined Organization 0 6 / 0 1 / 9 6
Officers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Officer Title Adjutant/Finance Officer
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

I, Paul F. Johnson AFFIANT'S NAME, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.


 Signature of Affiant

07/02/2019
 Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section.

<input type="checkbox"/> New Application <input type="checkbox"/> Change of Location		Date	License Number
From (Name of local governing body)			REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88
Address (number and street, PO Box)			
City	State	ZIP Code	
Phone No. (with area code)			
81 PM		80 RCVD	

1 This is to certify that on _____ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
 Application for a bingo license by the following applicant.
 Application for a bingo license location transfer.

2 Applicant's Name
 American Legion Post 9

3 Location/Address where games will be conducted:	City	State	ZIP Code
441 N. Main St	Florene	AZ	85132

4 Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	8-10 <input checked="" type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.

5 Background investigations:
 have have not been conducted on all individuals listed in the Bingo License Application.

6 Recommendation for the application: Approved Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME _____

SIGNATURE _____ DATE _____ TITLE _____

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

Name	2019 Continuous Years	Year Joined
Adams Verne E	2019	27 1992
Altman Scot	2019	2 2017
Apel Clearnce	2019	44 1975
Arney Ben	2019	20 1999
Auten James	2019	40 1979
Aveneni Stella	2019	8 2011
Bartos Dan	2019	27 1992
Behrendt Richard	2019	20 1999
Bell Carl	2019	27 1992
Bethka David	2019	30 1989
Blank Thomas	2019	22 1997
Bojorquez Daniel	2019	8 2011
Borquez Tommy	2019	4 2015
Branaman Robert	2019	8 2011
Britton Joseph	2019	1 2018
Brown Darrel	2019	11 2008
Bryan Duane	2019	21 1998
Carberry Thomas	2019	3 2016
Chapman Bob	2019	4 2015
Cline Michael	2019	2 2017
ClineGary	2019	8 2011
Cobb Alton	2019	2 2017
Coleson Jesse	2019	1 2018
Cox Evan	2019	19 2000
Danser Dan	2019	27 1992
Denney James	2019	2 2017
Dinonno John	2019	6 2013
Dooley Bookard	2019	11 2008
Dutton Walter	2019	9 2010
Edenhofer Alex	2019	2 2017
Eley Ronald	2019	28 1991
Elliott Donald	2019	2 2017
Emmitt Lews	2019	1 2018
Estey James	2019	2 2017
Estrada Alex	2019	9 2010
Fiori Anthony	2019	3 2016
Fix Edgar	2019	49 1970
Flores John	2019	3 2016
Forrest Ralph	2019	12 2007
Fraynd Darrell	2019	33 1986
Freeman Wilbur	2019	8 2011
Genrich William	2019	18 2001
Giddens Timothy	2019	10 2009

Grupp Flint	2019	5	2014
Hackenbracht William	2019	41	1978
Hager John	2019	41	1978
Hammontree David	2019	21	1998
Hansen Jeffery	2019	31	1988
Hawkin David	2019	24	1995
Hayes Larry	2019	10	2009
Hendrickson Gary	2019	22	1997
Johnson Paul	2019	22	1997
Key sLarry	2019	18	2001
Kieser Lawrence	2019	5	2014
Kirkland Ed	2019	6	2013
Kohier Cliff	2019	8	2011
Labakis Richard	2019	2	2017
Lagunas Gabriel	2019	1	2018
Lane John	2019	35	1984
Mack Bod	2019	18	2001
Maldonado Jose	2019		2019
Manuel Donald	2019	28	1991
Martinez Daniel	2019	39	1980
Mathis Gene	2019	8	2011
Mayhew Robert	2019	2	2017
Mcfee Roy	2019	12	2007
McClellan Paul	2019	22	1997
McCurrie Alan	2019	14	2005
Mcgrady Tim	2019	5	2014
Montano Richard	2019	2	2017
Naylor Robert	2019	25	1994
Nixon Kenneth	2019	5	2014
Ogorman James	2019	6	2013
PadillaRaul	2019	33	1986
Poseschl Robin	2019	15	2004
Ravert Jrry	2019	37	1982
Roya Steven	2019	19	2000
Sarver Frank	2019	13	2006
Schmier Scott	2019	25	1994
Sherwood Carol	2019	15	2004
Sichling Kathrien	2019	2	2017
Sims Michael	2019	30	1989
Smidt Shawn	2019	3	2016
Stepherson Donald	2019	7	2012
Thomas Marsena	2019	24	1995
Vandstran Dean	2019		2019
Wagley Frank	2019	7	2012
Wakefield Leslie	2019	30	1989
Wall David	2019	2	2017
West Hubert	2019	8	2011

Westfall Alfred	2019	13	2006
White Natalia	2019	39	1980
White Natalia	2019	39	1980
Wbbles Robeert	2019	31	1988
Wilbanks Carrull	2019	11	2008
Williams Gordon	2019	14	2005
Winters James	2019	4	2015
Wood William	2019	25	1994
Lopez Malina	2019	1	2018
Franklin James	2019	1	2018
Jose Dain	2019	7	2012
Watson Charles	2019	2	2017
Hudson Donald	2019	12	2007
Wright Dallas	2019	1	2018
Cerros Mangel	2019	2	2017
Mayfield Leonard	2019	31	1988
Gaylord Michael	2019	9	2010
Gottfried Todd	2019	2	2017
Lucas Kay	2019	11	2008
Lucas James	2019	9	2010
Bush Robert	2019	22	1997
Adkins John	2019	10	2009
Robinette Fred	2019	1	2018
Jones David	2019	1	2018
Priebe Dan	2019	12	2007
Turner David	2019	1	2018
Brito David	2019	1	2018
Johnson Neil	2019	1	2018
Conkin William	2019	1	2018
Stinson Douglas	2019		2019
Lindberg Sandna	2019	1	2018
Loya Richard	2019	1	2018
Bills Glenn	2019	1	2018
Coronado Jaun	2019	1	2018
Denow Robert	2019	1	2018
Runner Edwin	2019	1	2018
Moczso Mark	2019	1	2018
Brown John	2019	1	2018
Machen Robert	2019	1	2018
Celaya Alfred	2019	1	2018
Mckenzie Michael	2019	1	2018
Goern Nicholas	2019	8	2011
Williams Darrel	2019	1	2018
Noni Donald	2019	1	2018
Ortez Ralph	2019	4	2015
Delucia Mark	2019	2	2017
Lopez Malina	2019	3	2016

FIRST NATIONAL BANK OF ARIZONA
DEED OF TRUST

This Deed of Trust, made this 13 day of JANUARY, 19 78 between
MCLELLAN-PARSON POST NO. 9, AMERICAN LEGION, a corporation
P. O. Box 1080 Florence, Arizona
hereinafter called "Trustor", FIRST NATIONAL BANK OF ARIZONA, a national banking association, hereinafter called "Trustee", when
referred to in such capacity, and FIRST NATIONAL BANK OF ARIZONA, a national banking association, hereinafter called "Trustee", when
referred to in such capacity, and FIRST NATIONAL BANK OF ARIZONA, a national banking association, hereinafter called "Trustee", when
referred to in such capacity, Trustees Mailing Address: P. O. Box 869
Florence, Arizona 85232

WITNESSETH:
That the Trustor hereby irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City
of Florence, County of Pinal, State of Arizona, described as follows:

Block 80, TOWNSITE OF FLORENCE, according to the plat filed and
recorded March 13, 1885, in Pcket #1 of Folder #1, and in Book
1 of Maps, page 1, records of Pinal County, Arizona



TOGETHER WITH all buildings and improvements now placed as well as those hereafter to be placed both thereon and therein, all rents, issues
and profits thereof, all rights and privileges appurtenant as well as to become appurtenant to said real property, all appurtenances, easements,
reversions, remainder, water and water rights and water right applications, pumps and pumping plants, pipes, flumes and ditches thereunto
appertaining, all rights to the use of water as well as all rights in ditches for the irrigation of said real property, all shares of stock evidencing such
rights or any of them, and all fixtures belonging to the Trustor or at any time hereafter attached to or used in any way in connection with the use,
operation, and occupancy of the above described real property, buildings and improvements and any of them, including, without in any manner
limiting the generality of the foregoing, all machinery, equipment, materials, appliances and fixtures for generating or distributing air, water, heat,
electricity, light, fuel, refrigeration, for ventilating, cooling or sanitary purposes, for the exclusion of vermin or insects, for the removal of dust,
refuse or garbage, all wall safe, engines, machinery, boilers, furnaces, oil burners, coolers, refrigeration plants, motors, cabinets, shelving, lockers,
partitions, doors, vaults, elevators, sprinkling systems, irrigating systems, awnings, window shades, venetian blinds, light fixtures, fire hose, fire
breakers, fire boxes, fire sprinklers, alarm systems, drapery rods, brackets, screens, floor tile, linoleum, carpets, plumbing, water systems and power
systems, insecticides, communication systems and all of Trustor's interest in all appliances, built-in furniture and bars, built-in refrigerator boxes
and deep freeze cabinets, steam tables, dishwashers, bake ovens, set-up tables, kitchen ranges and any and all other heavy kitchen equipment
installations and all other and further installations and appliances attached to the mortgaged premises, all of said items, whether now or hereafter
to be installed, being hereby declared to be for all purposes of this instrument a part of the realty.

Trustor also absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of said property.
All property granted, transferred and assigned to Trustee hereunder is hereinafter referred to as "Trust Property", and Trustor warrants that it is well
and truly seized of a good and marketable title in fee simple to the real property hereby conveyed, that the title to all property conveyed by this Deed of
Trust is clear, free and unencumbered, and Trustor shall forever warrant and defend the same unto Beneficiary, his heirs and assigns, against all
claims whatsoever, except those matters shown on Schedule "A" hereof.

- FOR THE PURPOSE OF SECURING:
- Payment of sum of 12,000.00 with interest thereon, late charges and attorney's fees, according to the
terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of Beneficiary, and extensions, modifications or
renewals thereof.
 - Payment of all obligations in, out, and of all moneys expended or advanced, by the Beneficiary pursuant to the promissory note, or the terms of
the construction loan agreement, if any, or any other document or instrument related to the indebtedness hereby secured, all of which are hereby
declared to be a lien on Trust Property and cures hereof.
 - Performance, payment and observance by Trustor of each agreement, term, condition and covenant contained in the promissory note, or the terms of the
loan agreement, if any, or any other document or instrument related to the indebtedness hereby secured.

A. TRUSTOR'S OBLIGATIONS

- To protect the security of this Deed of Trust
- Trustor shall neither consent nor suffer to occur any work on the Trust Property that will result in a substantial change in the character, use or value of the Trust Property, or result in the destruction, removal or replacement of any building or improvement thereon, or result in the installation of any machinery, equipment and appliances thereon, or result in any change in the character, use or value of the Trust Property, free of terms, dry rot, fungus, beetles and all other harmful insects, or result in any other damage to the Trust Property, and shall keep the Trust Property in good condition, neat and in good condition.
 - Trustor shall promptly, and in good and workmanlike manner, complete any improvements that may be commenced and shall pay for the same as they are completed, and shall not allow any building or improvement thereon to be destroyed. Trustor shall pay when due all taxes, for both current and delinquent, on the Trust Property, and shall pay discharge or release of any lien or encumbrance upon the Trust Property. Trustor shall promptly and in good and workmanlike manner, complete any improvements that may be commenced and shall pay for the same as they are completed, and shall not allow any building or improvement thereon to be destroyed. Trustor shall pay when due all taxes, for both current and delinquent, on the Trust Property, and shall pay discharge or release of any lien or encumbrance upon the Trust Property. Trustor shall promptly and in good and workmanlike manner, complete any improvements that may be commenced and shall pay for the same as they are completed, and shall not allow any building or improvement thereon to be destroyed. Trustor shall pay when due all taxes, for both current and delinquent, on the Trust Property, and shall pay discharge or release of any lien or encumbrance upon the Trust Property.

MCG7143

A(3). Trustor shall provide and maintain policies of fire and extended coverage insurance on the Trust Property in an amount not less than the greater of (i) the outstanding balance of the obligation secured hereby, or (ii) an amount which would prevent Trustor from becoming a co-insurer under a co-insurance clause which requires maintenance of insurance coverage of not less than 80% of the full replacement value of the insured improvements, machinery, equipment and appliances installed thereon and therein. All such policies shall be with companies or associations of companies from time to time approved by Beneficiary and shall have standard trust deed beneficiary clauses endorsed thereon making losses payable to Beneficiary (and shall otherwise be in form and substance satisfactory to Beneficiary). Trustor will also, when requested by Beneficiary, provide insurance against any other risk commonly insured against by person owning like properties in the locality of Trust Property. Insurance policies or certificates thereof not subject to cancellation without prior notice to Beneficiary shall be delivered to Beneficiary. Renewals of policies shall be delivered to Beneficiary 30 days before expiration of any insurance, with satisfactory proof of the premium having been paid. If said policies and proof are not delivered to Beneficiary within the time specified, Beneficiary shall have the right, but not the obligation, to obtain such insurance on behalf of Trustor and to advance the premium thereon. Beneficiary shall have no obligation to obtain or renew "Home Owner" type policies or to provide any type of liability insurance coverage whatsoever for Trustor. The standard term of all insurance policies required by Beneficiary shall be three years. In the event of loss, Trustor shall give immediate notice by mail to Beneficiary, and Beneficiary may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary (instead of Trustor or to the Trustor and Beneficiary jointly) and such insurance proceeds or any part thereof may be applied by Beneficiary at its option to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of said indebtedness, the payment of any other obligation hereby secured, or the restoration or the repair of the Trust Property. Beneficiary shall not be responsible for such insurance or for the collection of any insurance moneys, or for the insolvency of any insurer or other insurance writer. Application of insurance proceeds by Beneficiary shall not cure or waive any default hereunder or invalidate any act done hereunder because of any such default. In the event of sale of Trust Property under the power of sale herein granted to the Trustee, or foreclosure of this Deed of Trust as a mortgage, or in the event Beneficiary or a receiver appointed by the court shall take possession of Trust Property without sale, all right, title and interest of Trustor in and to all insurance policies then in force shall inure to the benefit of and pass to the beneficiary in possession, receiver or purchaser at such sale, as the case may be, and Beneficiary is hereby appointed attorney-in-fact for the Trustor to assign and transfer said policies.

A(4). (a) At least five (5) days before such become delinquent, Trustor shall pay or cause to be paid all taxes and assessments of every kind, nature and description levied or assessed on or in Trust Property, and will pay when due all dues and charges for water and water delivery, electric power and light, sewers, waste removal, bills for repairs, and any and all other claims, encumbrances and expenses incident to the ownership of Trust Property, in order that no lien may be created upon the Trust Property during the term of this Deed of Trust which is or may become prior to the lien of this Deed of Trust. Trustor will deposit with the Beneficiary, at such place as Beneficiary may designate, receipts showing payment of all such taxes, assessments and other charges.

A(4). (b) Trustor shall protect Beneficiary insofar as it may be lawful so to do against any and all loss from any taxation of indebtedness or deeds of Trust, direct or indirect, that may be or might be imposed on this Deed of Trust, or the lien of this Deed of Trust on said Trust Property, or upon the debt hereby secured, by any law, rule, regulation or levy of the Federal government or of the State of Arizona, or any political subdivision thereof, by the payment by the Trustor of any such tax or taxes.

A(5). If Trustor shall fail to pay any taxes, assessments, expenses or charges, or to keep all of Trust Property free from liens and claims of liens, or to keep and maintain and repair Trust Property, or to procure and maintain insurance thereon, or to do any other thing required of Trustor herein, all as herein provided, Beneficiary, at its option, but without any obligation so to do, may advance the necessary moneys to pay the same or to accomplish said maintenance and repairs or to procure and maintain such insurance or to do such thing, and all moneys so advanced shall be added to the indebtedness secured hereby, and shall bear interest at the highest lawful contract rate from the date of such advance. All such advancements shall be due and payable by Trustor to Beneficiary upon demand and, should Trustor fail to repay Beneficiary any such advancements as herein required immediately after demand for payment of same, Beneficiary may, at its option, declare all sums secured by this Deed of Trust to be immediately due and payable and may avail itself of any and all remedies provided herein for default.

A(6). Trustor agrees that, upon written request by Beneficiary, it will appear in and prosecute or defend any action or proceeding that may affect the priority of this Deed of Trust or the security of the Beneficiary hereunder, and that it will pay all costs, expenses (including the cost of searching title) and attorneys' fees incurred in such action or proceeding. Beneficiary may, at its option, appear in and defend any action or proceeding purporting to affect the priority of this Deed of Trust or the security hereof or the rights or powers of Beneficiary. Beneficiary may, at its option but shall have no obligation so to do, pay, purchase, contest or compromise any adverse claim, encumbrance, charge or lien, that in the judgment of Beneficiary appears to be prior or superior to the lien of this Deed of Trust. All amounts paid, suffered or incurred by Beneficiary in exercising the authority herein granted, including reasonable attorneys' fees, shall be added to the indebtedness secured hereby, shall be a lien on Trust Property, shall be due and payable by Trustor to Beneficiary immediately without demand, and shall bear interest at the highest lawful contract rate until paid.

A(7). All compensation in each and every award of damages in connection with any condemnation for public or private use of, or injury to, the Trust Property or any part thereof, to the extent of the indebtedness then remaining unpaid and secured by the lien of this Deed of Trust, is hereby assigned and shall be paid to Beneficiary, to be applied at the option of the Beneficiary to the payment of interest on or principal of said indebtedness, the payment or performance of any other obligation secured hereby, or the restoration or repair of the Trust Property.

A(8). Trustor agrees that it will not sell, transfer, encumber, convey, or dispose of the Trust Property, or any part thereof, without the prior written consent of Beneficiary. In the event of a breach of this covenant, Beneficiary may, at its option, declare all sums secured by this Deed of Trust to be immediately due and payable and may avail itself of any and all remedies provided herein in part B for its loan. Upon the occurrence of any such transaction with Beneficiary's consent, Beneficiary shall be paid a reasonable service charge for changing its records to reflect such transaction, not to exceed any amount specified by law. Upon the occurrence of any such transaction, Beneficiary may increase the interest rate on the indebtedness secured hereby to its then prevailing rate for loans of this nature, but such increase in interest rate shall not exceed any amount set by law, and where required by law, Beneficiary shall release the trust securing Trustor from all liability hereunder. Unless required by law, if Beneficiary consents to any such transaction and/or to assumption of the loan secured by this Deed of Trust, Trustor shall not be released from any obligations hereunder. Consent to any such transaction shall not be deemed to be consent or waiver of a necessity of consent to any other, future or successive transactions.

A(9). (a) Trustor hereby grants, transfers and assigns to Beneficiary all the right, title and interest of Trustor in and to all existing and future leases, whether written or oral and whether for a definite term or month to month, relating to the Trust Property, or any part thereof, and all rents thereunder. This assignment shall extend to and cover any and all extensions and renewals of existing and future leases and to any and all present and future rights against guarantors of any such obligations and to any and all rents collected under said lease or other rentals. This assignment is given to facilitate payment and performance of the aforementioned Note, this Deed of Trust and any other security agreements at any time securing said Note. In pursuance of this Assignment, and not in lieu hereof, Trustor may give Beneficiary separate specific Assignments of Rents and Lease covering some or all of such leases, the terms of such assignments being incorporated herein by reference.

A(9). (b) Trustor hereby authorizes and directs the lessors and tenants of the Trust Property that, upon written notice from Beneficiary, all payments required under said leases, or in any way respecting same, shall be made directly to the Beneficiary as they become due. Trustor hereby releases said lessors and tenants from any liability to Trustor by reason of said payments being made to Beneficiary. Nevertheless, until Beneficiary notifies in writing said lessors and tenants to make such payments to Beneficiary, Trustor shall be entitled to collect all such rents and payments. Receipt by Beneficiary of such rents, issues, and profits shall not constitute a waiver of any right that Beneficiary may enjoy under the Deed of Trust or under the laws of Arizona, nor shall the receipt and application thereof cure any default hereunder nor affect any foreclosure proceeding or any sale authorized by this Deed of Trust and the laws of Arizona.

A(10). If the loan secured hereby, or any part thereof, is being obtained for the purpose of construction of improvements on the subject property, Trustor also agrees to complete those improvements in accordance with each and every term of the Construction Loan Agreement. Any default of Trustor under any one or more of the terms, covenants, conditions and provisions of the Construction Loan Agreement shall constitute a default under this Deed of Trust, and under any and all other documents and instruments related to the indebtedness hereby secured. Notice is hereby given to all concerned that the proceeds of the construction loan secured by this Deed of Trust may be collateralized, assigned to Beneficiary under the Construction Loan Agreement, pending completion of the improvements in accordance with approved plans and specifications, and that a portion of such loan proceeds may be disbursed for land acquisition costs or for the payment of expenses previously incurred on the Trust Property. A copy of the Construction Loan Agreement, if any, may be examined by interested persons in the principal office of Beneficiary, by appointment.

C(4). Trustor waives any requirements of presentment, demands for payment, notices of nonpayment or late payment, protest, notices of protest, notices of dishonor, and all other formalities. Trustor waives any right to require Beneficiary to proceed against or exhaust any other security held for the indebtedness secured hereby, or to proceed against any guarantor of such indebtedness, or to pursue any other remedy available to Beneficiary, but Beneficiary may resort to its several remedies and/or securities in such order as it may determine. Any Trustor that has signed this Deed of Trust as a surety or accommodation party, or that has subjected its property to this Deed of Trust to secure the indebtedness of another hereby expressly waives the benefits of the provisions of Arizona Revised Statutes § 12-1641.

C(5). Beneficiary or Trustee, or both, shall have the right to inspect the Trust Property at all reasonable times.

C(6). Time is of the essence hereof. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives successors and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the Note secured hereby. The provisions hereof shall apply to the parties according to the context thereof and without regard to the number or gender of words or expressions used.

C(7). The acceptance by the Trustee of this trust shall be evidenced when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

C(8). The right to plead any and all statutes of limitations as a defense to any obligation secured by this Deed of Trust is hereby waived.

C(9). The trust created hereby is irrevocable by the Trustor.

C(10). This Deed of Trust cannot be changed except by agreement, in writing, signed by Trustor and Beneficiary community and

C(11). Recourse may be had against the separate property of any Trustor who is a married woman for all indebtedness or liability to Beneficiary secured hereunder. The liability of each person or party signing this Deed of Trust as Trustor shall be joint and several.

C(12). No offset or claim that Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying installments or performing any other obligation herein or secured hereby.

C(13). The undersigned Trustor requests that a copy of any notice of sale hereunder be mailed to it at its mailing address shown above. Notice shall be effective when addressed to the address shown opposite the name of such Trustor, or to such other address as Trustor may advise Trustee in writing, and deposited, postage prepaid, in a United States Postal Service mail receptacle.

C(14). Should any term, provision, covenant or condition of this Deed of Trust be held to be void or invalid the same shall not affect any other term, provision, covenant or condition of this Deed of Trust, but the remainder hereof shall be effective as though such term, provision, covenant or condition had not been contained herein. Also, should this instrument be or become ineffective as a deed of trust, then these presents shall be construed and enforced as a realty mortgage with the Trustor being the Mortgagor, and Beneficiary being the Mortgagee.

C(15). All notices required or permitted to be given hereunder shall be in writing and shall become effective twenty-four (24) hours after such are deposited in the United States mails, certified or registered, postage prepaid, addressed as shown above, or to such other address as such party may, from time to time, designate in writing.

C(16). If from any circumstances whatever, payment or performance of any provision of this Deed of Trust or of the promissory note secured hereby, at the time performance of such provision shall be due, shall require a payment in excess of that permitted by any applicable law, the obligation to be paid or performed shall be reduced to the limit allowed by such law, so that in no event shall any exaction be possible under this Deed of Trust, such promissory note, or any other agreement given in connection herewith, that is in excess of any limitation of law. By acceptance of this Deed of Trust, the Beneficiary expressly waives the right to demand any such excess. The provisions of this paragraph shall control every other provision of this Deed of Trust, the promissory note and any other such agreement.

IN WITNESS WHEREOF, these presents have been executed by Trustor.

MCLELLAN-PARSON POST NO. 9, AMERICAN LEGION

Armando Sepulveda
Rolando Saavedra

Dale Brandfas
Cecil R. Meyer

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

STATE OF ARIZONA

County of Pinal

The foregoing instrument was acknowledged before me this 13 day of January 1978 by Rolando Saavedra and Armando Sepulveda, and Dale Brandfas, and Cecil R. Meyer

My commission expires

Notary Public

(S-6)

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF ARIZONA

County of Pinal

The foregoing instrument was acknowledged to me on this 13 day of January 1978 by Rolando Saavedra and Armando Sepulveda, and Dale Brandfas, and Cecil R. Meyer

My commission expires

My Commission Expires May 22, 1983

Rosalie A. Smith
Notary Public

CONSTITUTION AND BYLAWS

AMERICAN LEGION

McCLELLAN-PARSONS

POST # 9

FLORENCE, ARIZONA

CONSTITUTION OF McCLELLAN-PERSONS POST #9
DEPARTMENT OF ARIZONA

PREAMBLE

For God and Country, we associate ourselves together for the following purposes: To uphold and defend the Constitution of the United States of America; to maintain law and order; to foster and perpetuate a one hundred percent Americanism; to preserve the memories and incidents of our associations in the great wars; to inculcate a sense of individual obligation to the community, state, and nation; to combat the autocracy of both the classes and the masses; to make right the master of might; to promote peace and good will on earth; to safeguard and transmit to posterity the principles of justice, freedom, and democracy; to consecrate and sanctify our comradeship by our devotion to mutual helpfulness.

ARTICLE I - NAME

Section 1: The name of this organization shall be McClellan - Parsons Post # 9, The American Legion, Department of Arizona.

ARTICLE II - OBJECTS

Section 1: The objects and purposes of this Post shall be to promote the principles and policies as set forth in the foregoing preamble, and the national and Departmental Constitutions of The American Legion.

ARTICLE III - NATURE

Section 1: This Post is a civilian organization and membership therein does not affect or increase liability for military or police service.

Section 2: This organization shall be absolutely nonpolitical and shall not be used for the dissemination of partisan principles nor for the promotion of the candidacy of any person seeking public office or preferment.

Section 3: Rank does not exist in The American Legion; no member shall be addressed by his military or naval title in any meeting of this Post.

ARTICLE IV - MEMBERSHIP

Section 1: Eligibility to membership in this Post shall be as prescribed by the National Constitution of The American Legion.

Section 2: Application for membership shall be made in writing under such regulations as may from time to time be prescribed by the Post Executive Committee.

Section 3: All application for membership shall be acted upon at the next Post meeting following the making of such application, and shall at such meeting, be accepted, rejected or referred for further investigation and consideration. If a majority of the members cast their vote against the acceptance of said application, then such application shall be recorded as rejected.

Section 4: Any member of this Post may be expelled for cause by a two-thirds vote of the Executive Committee after charges are preferred under oath in writing, and a fair trial had upon the same.*

Section 5: A member who has been expelled or suspended from this Post for any cause may be reinstated to membership by a two-thirds vote of the membership present in Post meeting, and the payment of current dues for the year in which the reinstatement occurs.

Section 6: No person who has been expelled by a Post shall be admitted to membership in this Post, without the consent of the expelling Post, except that where such consent has been asked for and denied by such Post, may then appeal to the state Executive Committee of the Department of the expelling Post for permission to apply for membership in this Post, and shall be ineligible for membership until such permission is granted.

*Before proceeding under this section, Post should make inquiry as to whether or not the Department Constitution and By-Laws has provided a different procedure which should be followed.

ARTICLE V - OFFICERS

Section 1: The administrative affairs of this Post of the American Legion shall, except as may be otherwise provided by the By-Laws, be under the supervision of an Executive Committee which shall consist of at least one percent of the membership in addition to the officers of the post. The term of office of members of the Executive Committee shall be for one year. This post, by its BY-Laws, may provide for such other standing committees as the business of the organization may require.

Section 2: The officers of this Post shall be commander, a vice-commander, a second vice-commander, an adjutant*, a finance officer*, a Post historian*, a Post chaplain*, Post service officer*, and a sergeant-at-arms*, and such other officers as may be deemed necessary by this organization, who shall be nominated from the floor at the meeting preceding the annual election*.

Section 3: All officers and executive committeemen shall be elected annually, and they shall hold office until their successors are dully installed or as otherwise provided. Any officer or executive committeeman may be removed for inefficiency by the Executive Committee, a two-thirds vote of said committee being necessary to effect such removal.

Section 4: Every member of this Post in good standing shall be eligible to hold office in this Post.

Section 5: The duties of officers and the executive committee shall be those usually appertaining to such officers or committee and as further provided in the By-Laws.

* Post By-Laws provide that the, adjutant, finance officer, Post historian, Post chaplain, Post service officer, sergeant-at-arms and the judge advocate and such other officers as may be deemed necessary shall be appointed by the commander with the approval and consent of the executive committee.

ARTICLE VI - FINANCE

Section 1: The revenue of this Post shall be derived from membership or initiation fees, from annual membership dues and from such other sources as may be approved by the Post Executive Committee.

Section 2: The amount of such membership or initiation fees and the amount of such annual Post dues shall be fixed and determined by this Post.

Section 3: The Post shall pay to Departmental headquarters the National and Departmental annual membership dues for every member of the Post.

ARTICLE VII - CHARTER MEMBERS

Section 1: Members who joined this Post prior to November 11, 1919 (or members who joined this Post prior to the issuance of charter) shall be known as charter members.

ARTICLE VIII - AMERICAN LEGION AUXILIARY

Section 1: This Post recognizes an auxiliary organization to be known as the Auxiliary Unit of McClellan - Parsons Post No. 9. The American Legion

Section 2: Membership in the Auxiliary shall be as prescribed by the National Constitution of the American Legion Auxiliary.

ARTICLE IX - AMENDMENTS

Section 1: This Constitution is adopted subject to the provisions of the national Constitution of the American Legion and of the department Constitution of the Department of Arizona, The American Legion. Any amendment to said national Constitution or department Constitution which is in conflict with any provisions hereof shall be regarded as automatically repealing or modifying the provisions of this Constitution to the extent of such conflict.

Section 2: This Constitution may be amended at any regular Post meeting by the vote of two-thirds of the members of said post attending such regular meeting, providing that the proposed amendment shall have been submitted in writing and read at the next preceding regular meeting of said Post, and providing, further, that written notice shall have been given to all members at least ten (10) days in advance of the date when such amendment is to be voted upon, notifying said members that at such meeting a proposal to amend the Constitution is to be voted upon.

BY-LAWS of McCLELLAN-PARSONS POST NO.9

DEPARTMENT OF ARIZONA

ARTICLE 1 – NAME

Section 1: The Post existing under these By-Laws is to be known as McClellan-Parsons post no. 9. American legion, Department of Arizona.

Section 2: The objects of this post are set forth in the Constitution .

ARTICLE 2 – MANAGEMENT

Section 1: The government and management of this post is entrusted to Executive committee of at least five (5) members, to be known as the "Executive Committee"

Section 2: The Executive committee shall consist of three (3) elected members per year, plus the commander, 1st vice-commander and 2nd vice-commander, preceding past commander, post adjutant, finance officer and the judge advocate. The commander, first vice, second vice and executive committee will be elected annually by the members of this post. In order for a vote to count at either nominations or elections the members must be present. The following post positions will be appointed by the commander. Post adjutant, finance officer, Sgt. of arms, post service officer, post historian, post chaplain, post judge advocate, and have the approval from the majority of the executive committee. All elections of post officers and executive committee persons shall be by ballot if there are more than one person nominated for said positions. The highest number of vote for that person shall be elected to that respective office.

Section 3: All nominations for elected positions will be at the March general meeting yearly, not less than one (1) month prior to elections. The elections will be in April, yearly. All members casting a vote must be present at the general meeting in April. Dates of nominations and elections will be published in local newspaper at least one (1) month prior to the meetings. No nominations will be accepted after the general meeting of nominations have closed.

Section 4: All vacancies existing in the executive committee, or in any office other than expiration of term, shall be filled by a majority vote from the members of the committee. That person shall hold that office until next elections. A vacancy shall exist when a member or officer is absent from the post for a continuous period, that may be considered detrimental to the interests of this post.

ARTICLE III - POST EXECUTIVE COMMITTEE

Section 1: The Post Executive Committee shall meet for organization and such other business as may come before it at the call of the Post commander within ten (10) days after the installation of the new officers. Thereafter the Post executive committee shall meet at the call of the commander may deem necessary. The commander shall call a meeting of the Post executive committee upon the joint written request of three (3) or more members of said Post executive committee, three (3) members of the committee shall constitute a quorum thereof.

Section 2: The Post executive committee shall hire such employees as may be necessary; shall authorize and approve all expenditures; shall hear the reports of Post committee chairpersons; and generally, shall have charge of and be responsible for the management of the affairs of the Post.

Section 3: The American Legion Auxiliary, the American Legion Son's and all committee chair will turn in to the Post executive committee a copy of all minutes of their meetings. This will be done within ten (10) days of the meeting.

ARTICLE IV - DUTIES OF OFFICERS

Section 1: DUTIES OF THE POST COMMANDER - It shall be the duties of the Post commander to preside at all meetings of the Post and to have general supervision over the business affairs of the Post. The Post commander may disbursed up to \$300.00, without the Post executive committees approval, this is an emergency fund and must be documented and reported at the following meeting. He shall make an annual report covering the business in the Post for the year, and recommendations for the coming year. He shall perform such other duties as may be directed by the Post.

Section 2: DUTIES OF THE FIRST VICE-COMMANDER - The first vice-commander shall assume and discharge the duties of the office of commander in the absence of or disability of, or when called upon by the Post commander. He shall automatically be the chairman of the membership committee.

Section 3: DUTIES OF THE SECOND VICE-COMMANDER - The second vice-commander shall assume and discharge the duties of the office of commander during the absence or disability of both the commander and first vice-commander. The second vice-commander shall automatically be a member of the club committee.

ARTICLE V - DELEGATES

Section 1: Delegates and alternates to a department convention shall be elected by ballot by the post at a regular meeting of the Post to be held at least one meeting prior to the department convention.

ARTICLE VI - APPOINTMENTS

Section 1: The Post commander immediately upon taking office each year shall appoint the following officers and standing committees: Post adjutant, Post Judge advocate, Post finance officer, Post historian, Post chaplain, Post membership committee, Sergeant at Arms, Post club committee and other Post committees as needed. Such standing committees shall consist of members, and the chairman thereof, as shall be designated by the Post commander.

Section 2: ADJUTANT - The Post adjutant shall have charge and keep a full and correct record of all proceedings of all meetings, keep such records as the district, department and national organizations may require, render reports of membership annually or when called upon at a meeting to handle correspondence under the direction of the Post commander.

Section 3: JUDGE ADVOCATE - The judge advocate shall be charged with the legal supervision of Post affairs. He shall also act as parliamentarian at all Post meetings.

Section 4: FINANCE OFFICER - The Post finance officer shall have charge of all finances and see that they are safely deposited in some reliable bank or banks and shall report once a month to the Post the condition of the finances of the Post with such recommendations as he may deem expedient or necessary for raising funds. He shall also be the official custodian of all legal documents and property accounts of the Post. The Post finance officer will appoint not less than two (2) Post executive committee member to be added to all banking accounts of this Post.

Section 5: HISTORIAN - The Post historian shall be charged with the individual records and incidents of the Post and Post members and shall perform such other duties as may pertain to the office as may be determined by the Post.

Section 6: CHAPLAIN - The Post chaplain shall be charged with the spiritual welfare of the Post and will conduct divine but nonsectarian services in the event of dedications, funerals, public functions and adhere to the ceremonial rituals recommended by the national, department, or district headquarters from time to time.

Section 6: SERGEANT-AT-ARMS - The Post sergeant-at-arms shall preserve order at all meetings and shall perform such other duties as may be, from time to time, assigned by the executive committee.

Section 7: MEMBERSHIP COMMITTEE - The Post membership committee shall be under the direct supervision of the first vice-commander and shall have charge of all matters pertaining to the membership of the Post. Applicants must show proof of eligibility. All new applications shall be read individually from the application before voting on same.

Section 8: AMERICANISM COMMITTEE - The Post Americanism committee shall be under the direct supervision of the Post Commander, and shall have charge of all matters pertaining to but not limited to the Post #9 Riders. To qualify as a Post #9 Rider, one must be a member of the American Legion, American Legion Auxiliary or the American Legion Son's.

Section 9: CLUB COMMITTEE - The club committee shall consist of not less than three (3) members, one of whom will be the second vice-commander. The club committee will be under the direct supervision of the chairman of the club committee, and shall have charge of all matters pertaining to the operation of the club. The club committee chairman shall be appointed by the Post executive committee. The club committee shall meet at least once monthly and as often as the chairman deems necessary. The club committee shall make a report once monthly to the Post executive committee. Upon appointment the club committee will review all club rules and update if needed. The club committee will perform an inventory twice yearly and report the findings to the Post executive committee.

Section 10: OTHER COMMITTEES - The Post commander shall recommend to the Post executive committee with approval of the membership the creation of other committees such as the following, but not limited to, Post publicity committee, Post Americanism committee, Post finance committee, Post child welfare committee, Post bingo committee, Post defense committee, American Legion baseball committee, Post boy scout committee, Post boys state committee, Post community service committee and Post employment committee.

ARTICLE VII - RESOLUTIONS

Section 1: All resolutions of state or national scope presented to this Post by a member or reported to this Post by a committee shall merely embody the opinion of this Post on the subject and copy of same shall be forwarded to the Department headquarters for its approval before any publicity is given or action other than mere passage by the Post is taken.

ARTICLE VIII - MEETINGS

Section 1: The primary purpose of meetings is to determine the will of the majority and see that is carried out. By the act of joining the American legion Post #9, a member agrees to be governed by the vote of the majority. Until the vote on a question is announced, every member in good standings has an equal right to voice opposition or approval and to seek to persuade others. After the vote is announced, the decision of the majority becomes the decision of every member of the organization. It is the duty of every member to accept and abide by this decision.

Section 2: The regular meetings of the Post shall be once monthly. The meeting time will be at the discretion of the Post commander with membership approval.

Section 3: The Post commander or a majority of the Post executive committee shall have the power to call a special meeting of the Post at any time.

Section 4: Upon written request of ten (10) members the Post commander or the Post executive committee shall have called a special meeting of the Post.

Section 5: There will be no alcoholic beverage consumed at any general meeting where official business is to be conducted.

Section 6: The sergeant-at-arms will check all members for proper membership cards, before any meeting where official business is to be conducted.

ARTICLE IX - QUORUM

Section 1: Five (5) members, in addition to a qualified presiding officer, shall constitute a quorum at any Post meeting.

Section 2: One-third 1/3 of the members of the Post executive committee shall constitute a quorum.

ARTICLE X - NOTICES

Section 1: Every member shall furnish the Post adjutant with their current address.

Section 2: The Post adjutant shall cause proper notice of all special meetings, to be given long enough in advance so that members shall be advised of such meetings.

Section 3: The Post adjutant shall cause proper notice of the annual nomination and election to be given (see article II - management, Section 3.)

ARTICLE XI - RULES OF ORDER

Section 1: All proceedings of this Post shall be conducted pursuant to Robert's Rules of Order, except therein otherwise provided.

ARTICLE XII - LIMITATION OF LIABILITIES

Section 1: This Post shall incur, or cause to be incurred, no liability or obligation whatever, which shall subject to liability any other Post, subdivision, group of people, or other individuals, corporations or organizations.

Section 2: It shall be unlawful for the Post commander or the Post finance officer to sign a check for any one expenditure for three hundred dollars (\$300.00) or more unless they know said expenditure has been voted upon favorably at a regular Post meeting. The foregoing does not apply to normal monthly operating expenses.

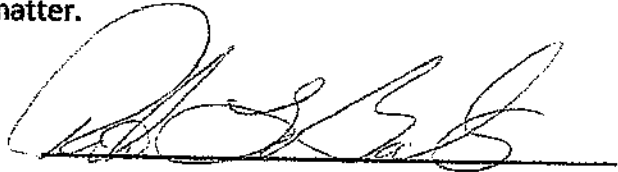
ARTICLE XIII - AMENDMENTS

Section 1: These by-laws may be amended at any regular Post meeting by a vote of two-thirds (2/3) of the members of said Post attending such regular meeting. Provided that the proposed amendment shall have been submitted in writing and read at the next preceding regular meeting of said Post and, provided further, that written notice shall have been given to all members at least seven (7) days in advance of the date when such amendment is to be voted upon, notifying said members that at such meeting a proposal to amend the by-laws is to be voted upon.

ARTICLE XIV – CLUB ROOM

Section 1: The club room shall be operated under the supervision of the bar manager, under the provisions of the club rules and be approved by the post executive committee. Under the rules of the department of liquor control and state laws which may apply.

Section 2: The bar manager shall hire or fire as deemed necessary. All hiring or firing shall be approved by the post executive committee by majority vote. All such employees shall be temporarily hired or suspended pending the post executive committee meeting. (No emergency meeting will be recommended for such actions) the executive members will meet on their normal dates and times to discuss this matter.



Richard (Rick) J. La Bakis

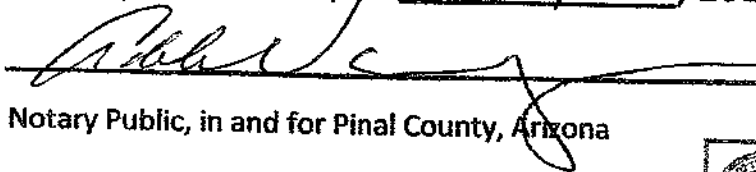
Commander, McClellan-Parsons post no. 9

American Legion, Dept. of Arizona

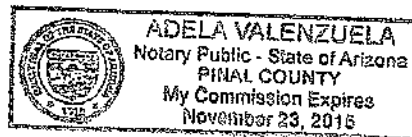
Official:

Subscribed and Sworn to, before me

This 11th day of May, 2012



Notary Public, in and for Pinal County, Arizona



**AMERICAN LEGION POST #9
E BOARD/ GENERAL MEMBERSHIP MEETING
FLORENCE ARIZONA 85132
February 4, 2019**

CALL TO ORDER

An E-Board/General Membership Meeting of the American Legion Post #9, Florence Arizona was called to order at 5:10 PM, Monday, February 4, 2019.

Prayer was given by Commander Jose Maldonado.

Pledge of Allegiance was led by Commander Jose Maldonado.

ROLL CALL

Commander Jose Maldonado, 1st Vice Commander Katherine Sichling, Sergeant at Arms Alan McCurrie, Historian Bill (Woody) Wood, Cliff Kohler, Paul Johnson, Marsena Thomas

Also present was MaryAnn Sage, a member of the Florence Women's Club. Ms. Sage spoke extensively regarding the Military Stress Recovery Project, which works with Veterans as well as active duty personnel performing acupuncture to assist with PTSD and NADA (National Acupuncture Detoxification Association). These are treatments that assist Veterans and active military personnel not only for drug related problems, but any stress components of dependency. Also known as Acupuncture without Borders. This service is free for veterans and military personnel. Ms. Sage would like to use the hall in order to perform her acupuncture. She stated she has all the necessary State and Town Licenses. She would like to have a TIP JAR (not donation jar) which would hopefully pay for her costs of the needles required for acupuncture.

Angela, Assistant Bar Manager, was present to discuss items necessary for the Car Show. Angela stated the need for a large coffee pot. A discussion ensued and Angela felt it was possible for the necessary pot to be borrowed. The AL would need to purchase Styrofoam cups and lids for the occasion.

Angela also stated that during the Memorial Service that was held 2-2-19 at the American Legion, David Wall was in the bar and was asked if he was a member of the American Legion. He stated that there were a lot of people here that were not members but here to attend the Memorial Service. Kathy Sichling stated that Mr. Wall has not renewed his membership. Commander Maldonado stated that one is not served without membership card or a member to sign you in. Once one has been a member and the membership has expired, that person cannot then come in as a signed-in guest. Any further issues are to be directed to the Commander.

Commander Maldonado asked Marsena to call Angel Juarez, State Adjutant (602-264-7706), to determine if in fact an American Legion Membership card is expired, a current member cannot sign that person in as a guest. It is a State Law that every member is to show their membership card at all Private Clubs every day and non-members signed in by a member.

Angela also stated that last night the ATM machine was broken and a customer required money to pay his bill. He borrowed money to pay his bill as cards were no longer accepted. It was also noted that the ATM machine was not broken, but the customer had forgotten his pin number. Paul Johnson stated that the ATM machine was voted on and passed by majority and is here. It was also noted that 5 weeks it not enough time to determine if machine is working appropriately.

All items in the back of the Legion that do not belong to the Legion and have not been removed by the owners, will be discarded on February 9, 2019. There will be one man doing Community Service assisting Commander Maldonado in the cleanup.

The following items were discussed with Angela:

Saturday 2-16-19 Car Show - Commander Maldonado said a beer garden is to be set up in the back of the Legion. There will be two bartenders on duty at the bar.

Saturday 3-9-2019 Poker Run – Cliff Kohler stated there will be Breakfast Burritos in the morning and other food in the afternoon

Sunday, 3-17-19 St Patrick's Day – District Meeting will be held here at the American Legion Post #9 – **NO DRINKING UNTIL AFTER THE MEETING.**

Angela was excused after the above dates were discussed concerning Bar Management.

Discussion ensued concerning the dissatisfaction of the scheduling of volunteer bartenders. Commander Maldonado stated that scheduling has been done by seniority. Paul Johnson made a Motion to form a Club Committee to run the Bar and set up scheduling. Motion to accept by Jose Maldonado , Seconded by Kathy Sichling. Motion Passed.

NEW BUSINESS

David Wall's name has been removed from the AL Account at the National Bank and Jim O'Gorman's and Katherine Sichling's names have been added.

Flowers were purchased for the Memorial Service for Maxine.

Check was given to the Memorial Wall fund.

The TV has been installed and a new line added.

Jose Maldonado stated that the Memorial Service went well and thanked all for their support and hard work.

Paul Johnson stated he has the TV, mount and program for the video update for the Post. Use of the screen time is \$15 per month if paid monthly or \$100 per year if paid annually. Motion made by Paul Johnson to pay for the whole year, Seconded by Kathy Sichling. Motion passed.

There was a question regarding putting the program on smart phones or other computers, and Paul believes that yes, it could be put on the computer in the office. Bartenders need to be able to operate the program for Bar Specials, etc. Motion made by Paul Johnson to put the program on computer in the office, Seconded by Kathy Sichling, Motion Passed.

Paul Johnson stated the Smoke Eaters need to stay on, however the Pizza machine and the Smoke Eaters cannot run at the same time. Commander Maldonado stated the Smoke Eaters should be mounted and on their own circuit. The Pizza Machine is not be used until Electrician places Smoke Eaters on their own circuit.

UPCOMING EVENTS

2-9-2019 - TOUR OF HISTORIC FLORENCE

2-10-2019 – PRISON RUN – Commander Maldonado stated that bartenders need to know that if the Bikers are members of the American Legion or VFW, they are allowed in the Legion even with 1% Patch. Ask them to please remove their colors.

2-16-19 – Car Show – Beer garden to be set up in back of legion.

2-23-19 – IRA HAYES PARADE - Auxiliary will be involved. Auxiliary could put banners on float for all branches of the service. Cody Weigan would loan bales of hay for float if needed. Suggested that the Sons also get involved. Paul suggested to check with Auxiliary next Monday on float. Commander Maldonado will do this.

3-9-19 – POKER RUN – Cliff Kohler stated it would be nice for at least one or two Riders be present. Cliff, Paul and Commander Maldonado will be present.

3-16-19 – STAND DOWN – Commander Maldonado stated that last year there were 3000 veterans in Pinal County.

3-17-19 – ST PATRICKS DAY – District Meeting held at Florence AL. Commander Maldonado asked Kathy Sichling to check with Auxiliary to see if they were doing Corn Beef and Cabbage.

3-23-19 – SPRING FESTIVAL AT ATHEM – Commander Maldonado would like someone else to run the AL booth. They will be using our Liquor License so we get 25% of Liquor sales.

GI 75 MEETING IS EVERY WEDNESDAY AT 5:30

3-30-19 – MCFARLAND 100 YEAR ANNIVERSARY – Governor will not attend, however Commander Maldonado is checking to see if the Mayor will be there. District and State Commander will be here as well.

Jim O’Gorman leaves the end of June through October. Paul Johnson wants to take all the Bar Management courses. He also wants to attend the conference and request Post 9 fund the hotel room for 3 days. Motion made by Marsena Thomas to fund hotel room, seconded by Kathy Sichling. Motion passed.

Current sales for Rifle Raffle are \$885.

No Finance Report

Meeting Adjourned 1852 hours.

**AMERICAN LEGION POST #9
E-BOARD/GENERAL MEMBERSHIP MEETING 1-7-2019
FLORENCE AZ 85132**

CALL TO ORDER: 1700 Hours

Present: Jose Maldonado, Kathy Sichling, Paul Johnson, Cliff Kohler,
Jim O’Gorman, Alan McCurrie

Previous Minutes read. Motion to accept by Allan McCurrie, Seconded by Kathy Sichling. Motion passed.

OLD BUSINESS:

Canopy cost over \$700. Motion made to table by Paul Johnson, Seconded by Kathy Sichling. Motion passed.

Car Show – move long tables outside 2-16-2019 from 10:00 – 2:30
Will need Security.

NEW BUSINESS:

Rifle Raffle – 500 tickets split between Riders and Legion
Motion made by Cliff Kohler for \$50 to whomever sells the most tickets, seconded
by Kathy Sichling. Motion passed.

Veterans Memorial – Parks and Rec will handle after memorial is built? Raise and
Manage money?

McFarland Day – 75th Anniversary of GI Bill. Cliff Kohler expressed concerns over
Legion Liability.

Veterans of Comedy – Letter, raise money, fund raiser. Motion made by Cliff
Kohler, Seconded. Motion FAILED.

Wall That Heals March 10th – 14th. Paul made a motion to donate \$100.
Seconded by Alan. Motion Passed.

Discussion regarding removing David Wall's name from National Bank Account ending in 4426. Motion made by Jim O'Gorman, Seconded by Katherine Sichling. Voted on and passed. Jose L. Maldonado's and Katherine Sichling's names are to be added. Motion made by Jim O'Gorman, Seconded, voted on and Passed.

Motion made by Jim O'Gorman to open an account for the 75th Anniversary of the GI Bill. Names on the account are to include Jose L. Maldonado, Jim O'Gorman and Katherine Sichling. Seconded by Katherine Sichling. Voted on and passed.

GOOD OF THE LEGION

Legion has old flag and case, need new case.

ATM Sign has been purchased and needs to be hung.

Jose Maldonado purchased TV and stand for Hall.

Motion for Floral Arrangement for Maxine Sepulveda's Celebration of Life at the Legion .

MEETING ADJOURNED AT 1810 HOURS

**AMERICAN LEGION POST #9
Executive Board/General Membership Meeting
December 3, 2018**

A joint Executive Board and General Membership Meeting was held on December 3, 2018. The meeting was called to order at 1700.

PRESENT: Commander Jose Maldonado, First Vice Kathy Sichling, Second Vice Paul Johnson, Finance Officer/Chaplain/Acting Adjutant Jim O’Gorman, Allen McCurrie.
E-Board Members: Cliff Kohler and Paul Johnson

PREVIOUS MINUTES WERE READ AND ACCEPTED.

FINANCE REPORT WAS READ AND ACCEPTED.

Motion was made to accept by Allen McCurrie and seconded by Paul Johnson.

NEW BUSINESS

M I Grand Raffle was discussed. Tickets will be \$5.00 each. Two hundred tickets will be sold.

Motion made to accept by Cliff Kohler and Seconded by Kathy Sichling. Voted on and passed.

Discussion regarding fund raiser for McFarland Park. Find out ATM cost.

Discussion regarding \$50.00 Walmart Christmas Gift Card to all Bartenders.

Motion made by Paul Johnson and Seconded by Cliff Kohler. Voted on and passed.

Membership - 99 Members for 2019

New Member Applications - None

Canteen Report - Hours for Christmas discussed – Motion was made to close on December 25th. Motion passed.

Sick Call – Danny Padilla passed away. Will have Terry ask about Grave Marker.

PSO Report – Injured soldier may need aid. Motion was made for \$500.00 for assistance by Allen McCurrie and Seconded by Terrie Moore. Motion passed.

GOOD OF THE ORDER: 24 T-Shirts ordered. Invitation to Post 36 Christmas Party, Tucson.

December 24th Pancake and sausage Breakfast for members and guests

Veterans Outreach Program – December 5th

McFarland Meeting in reference for park

Parade of Lights Membership Drive

OLD BUSINESS:

Vote for Smoking/Non-Smoking facility will take place December 4th, 1700 to 1830

MEETING ADJOURNED 18:35

AMERICAN LEGION POST #9

E-BOARD MEETING

December 17, 2018

Florence AZ 85132

CALL TO ORDER

Meeting called to order 17:00 hours

Pledge of Allegiance given by Commander Jose Maldonado

Prayer given by Chaplain Jim O’Gorman

ROLL CALL: All present

PREVIOUS MINUTES WERE READ: Motion made to accept by Kathy Sichling, Seconded by Cliff Kohler. Motion passed.

ATM is up and running. Motion made by Kathy Sichling effective January 1, 2019, the American Legion will no longer accept Credit Cards, cash only. Seconded by Cliff Kohler. Motion passed.

After consulting with Toogood’s Tax and Accounting, motion was made by Paul Johnson to purchase Quick Books. Seconded by Alan McCurrie. Motion passed.

Motion made by Jim O’Gorman to donate \$200 to High School Basketball. Seconded by Kathy Sichling. Motion passed.

Discussion regarding requesting \$50.00 donation for use of Legion Hall by Posse starting January 2019. Motion made by Paul Johnson and seconded by Kathy Sichling. Motion Passed.

Discussion regarding Bartenders not questioning E-Board decisions. All activities to be approved by E-Board.

Must have two bartenders scheduled for all extra activities i.e. Friday night Hall or City activities that include open bar.

Shirts will be finished Saturday

Motion made by Alan McCurrie to open account for Florence Veterans Memorial Account. Place Jose Maldonado and Kathy Sichling on the account. Seconded by Jim O'Gorman. Motion passed.

NEW BUSINESS:

Healing Wall in Casa Grande requests volunteers to pull shift guard and assist personnel February 8

Car Show Saturday, February 16th. Use rear area for open membership day. Parking in rear.

Stand down March 17th at Guard.

McClellan Dedication March 30th.

Gift Certificate for Marsena at Valentino's for \$75.00. Motion made by Cliff Kohler and seconded by Kathy Sichling. Motion passed.

Motion made by Alan McCurrie for Credit for beer for Greg at bar, \$50 Beer Tab. Seconded by Kathy Sichling. Motion passed.

Request for Honor Guard by the Pinal County Sheriff's Office Cadets.

Motion made by Kathy Sichling to hire Cory for deep cleaning, \$10.50 per hour, no more than 20 hours. Seconded by Cliff Kohler. Motion passed.

Motion made by Paul Johnson to purchase American Legion Canopy. Seconded by Alan McCurrie. Motion passed. Commander will order.

Meeting adjourned at 1830 hours.

AMERICAN LEGION POST #9
GENERAL MEMBERSHIP MEETING MINUTES
OCTOBER 1, 2018

CALL TO ORDER: 18:00 Hours

A General Membership Meeting of the American Legion Post #9 Florence Arizona was held on October 10, 2018. Prayer was given by Chaplain O'Gorman.

POW/MIA Empty Chair Ceremony was given. Vice Commander Kathy Sichling placed the POW/MIA flag on the Empty Chair.

Commander Jose Maldonado led the Pledge of Allegiance.

Preamble to Our Constitution was recited.

Commander Maldonado declared meeting convened at 1800 hours.

ROLL CALL OF OFFICERS

PREVIOUS MINUTES WERE READ:

Motion to Accept Made by: Kathy Sichling
Seconded By: Cliff Kohler
Voted on and Accepted

PREVIOUS EXECUTIVE COMMITTEE MEETING MINUTES WERE READ:

Motion to Accept made by: Alan McCurrie
Seconded by: Cliff Kohler
Voted on and Accepted

FINANCE REPORT WAS READ BY JIM O'GORMAN

Motion to Accept Made by: Cliff Kohler
Seconded by: Dallas Wright
Voted on and Accepted

SECOND VICE REPORT: Raffle ongoing for Knife

MEMBERSHIP REPORT: 78 Members

NEW MEMBER APPLICATIONS: 2 new members and 1 Transfer

CANTEEN REPORT (HOUSE CHAIRMAN): Unavailable, Keg cooler progressing

SICK CALL: None

PSO REPORT: Given

UNFINISHED BUSINESS: Terry to take over Kitchen/Hall Rentals

INITIATION OF CANDIDATES: None

BUSINESS FOR GOOD OF ORDER:

1. Moe to sponsor Legion meal in November
2. Cliff Kohler to help in Finance while Jim O’Gorman is absent
3. Jim O’Gorman to seek bids for painting of Hall
4. Yeti gave bid of \$1700 to \$2000 for AC in Hall. Seeking multiple bids.
5. ANSL System to be inspected Tuesday
6. Ice Machine Bid for Kitchen Hookup was \$450.00 (Yeti). Jim O will get more bids.
7. Commander to arrange Honor Guard for November 11th
8. Second Vice will cook pancakes and sausage for Veterans Day – November 11th from 8 till noon

NEW BUSINESS:

1. Starting Funds to be initiated for Scholarship Account in the sum of \$2000

Motion by Jim O’Gorman

Seconded by Cliff Kohler

Discussion – Motion passed

Scholarship Committee was nominated

Chairman: Dallas Wright

Members: Alan McCurrie and Katherine Sichling

All accepted positions

Motion made by Jim O’Gorman, Seconded by Jose Maldonado

Voted on and Passed

Finance Officer to transfer funds and coordinating account to be set up.

2. Commander suggested the Post to Sponsor Arts in Park in Anthem November 2nd and 3rd with booth for Legion. Anthem will use our License to purchase beer from Hensley.

Motion Made by Jim O’Gorman

Seconded by Paul Johnson

Discussion, Voted on and Passed

3. Suggestion by Commander to purchase 10 X 10 canopy

First by Cliff Kohler

Seconded by Dallas Wright

Voted on and passed

4. **Motion by Commander to order Post accessories (Flags, medallions, office and membership materials). Discussion: Cap of \$400 to be used.**

First by Jim O’Gorman

Seconded by Cliff Kohler

Voted on and passed

5. **Motion by Jim O’Gorman to purchase TV (55 – 60 in) for Bar Area. Discussion: Commander to order and have TV installed this weekend.**

First by Dallas Wright

Seconded by Kathy Sichling

Voted on and passes

CLOSING CEREMONY LED BY COMMANDER MALDONADO

PRAYER BY CHAPLAIN JIM O’GORMAN

COMMANDER JOSE MALDONADO declared meeting of October 1, 2018 adjourned at 19:45 hours

**James O’Gorman
Adjutant
American Legion Post #9**

ARTICLES OF INCORPORATION

of

McClellan PARSON POST NO. 9
Post Name, Number

THE AMERICAN LEGION, DEPARTMENT OF ARIZONA, INC.

KNOW ALL MEN BY THESE PRESENCE:

That we, the undersigned, residents of PIINAL County, Arizona, do hereby associate ourselves together for the purpose of forming a non-profit corporation under and pursuant to the laws of the State of Arizona and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I

NAME: The name of the corporation is #9 McCLELLIAN-PARSON, AMERICAN LEGION
Post Name, Number, Address
520 Main Street, Florence, Arizona 85232

ARTICLE II

PURPOSE: The purpose for which this corporation is organized is the transaction of any or all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time, and in compliance with the Congressional Charter, Constitution and By-Laws of the Congressionally Chartered THE AMERICAN LEGION and the Articles of Incorporation, Constitution and By-Laws of THE AMERICAN LEGION, DEPARTMENT OF ARIZONA, an Arizona corporation, this being a local unit of those organizations.

ARTICLE III

INITIAL BUSINESS: To further the interests of veterans, their widows, dependents, and orphans, regardless of race, creed or color, and to carry out the objects and purposes as set forth in the Congressional Charter of THE AMERICAN LEGION, its Constitution and By-Laws. To extend aid to other charitable organizations, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Sections 501 (c) (4) and 501 (c) (19) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

MEMBERSHIP: There shall be no capital stock. Membership is limited to those qualified under the Congressional Charter of THE AMERICAN LEGION, its Constitution and By-Laws regardless of race, creed or color.

ARTICLE V

STATUTORY AGENT: The name and address of the initial statutory agent of the corporation is DALE BRANDFAS, P.O. BOX 341, Valley Farms, Arizona
Name, Address

ARTICLE VI

EXECUTIVE COMMITTEE AND OFFICERS: The initial Executive Committee and Officers, who were elected on the ___ day of _____, 19__ are:
(Executive Committee acts as the Board of Directors)

COMMANDER: CLAUDE FANSLER Name
716 E. 5th Street Address
Florence, Arizona 85232 City, State, Zip Code

SENIOR VICE COMMANDER: TIMOTHY W. O'CONNOR Name
P.O. BOX 7 Address
Florence, Arizona 85232 City, State, Zip Code

ADJUTANT: DALE BRANDFAS Name
P.O. BOX 341 Address
Valley Farms, Arizona 85291 City, State, Zip Code

FINANCE OFFICER: ROY NOWLIN Name
P.O. BOX 313 Address
Florence, Arizona 85232 City, State, Zip Code

EXECUTIVE COMMITTEEMAN: JOE LeCLERE Name
P.O. BOX 1037 Address
Florence, Arizona 85232 City, State, Zip Code

EXECUTIVE COMMITTEEMAN: ESTELLA E. AVENENTI
Name
P.O. BOX 396
Address
Florence, Arizona 85232
City, State, Zip Code

EXECUTIVE COMMITTEEMAN: RICHARD A. SADEIK
Name
Diffin Rd. E. of Florence
Address
Florence, Arizona 85232
City, State, Zip Code

These Officers and Executive Committeemen shall constitute the Executive Committee. The membership may adopt By-Laws providing for the appointment or election of additional Officers and/or members of the Executive Committee, who may be voting members of the Executive Committee or ex-officio members without voting rights.

ARTICLE VII

NO PROFITS OR DISTRIBUTIONS TO MEMBERS: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE III. Notwithstanding any other provision of these ARTICLES, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 (c) (4) and 501 (c) (19) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).

ARTICLE VIII

DISSOLUTION OF CORPORATION: Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of its assets exclusively for the purposes of the corporation in such manner, to such organizations organized and operated exclusively to help aid and assist veterans, their widows, dependents and orphans regardless of race, creed and color. To extend aid to other charitable organizations, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Sections 501 (c) (4) and 501 (c) (19) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any such assets

not disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX

INCORPORATORS: The Names and Addresses of the Incorporators of the Corporation are:

CLAUDE FANSLER
Name
716 E. 5th Street
Address
Florence, Arizona 85232
City, State, Zip Code

DALE BRANDFAS
Name
P.O. BOX 341
Address
Valley Farms, 85291
City, State, Zip Code

ARTICLE X

EXEMPT FROM DEBTS: The private property of the members and officers shall be exempt from liability for corporate obligations.

In witness whereof, we have hereunto set our hands this 5th day of March, 1981.

Claude Fansler
Dale Brandfas
Incorporators


The above Articles of Incorporation is hereby approved by THE AMERICAN LEGION, DEPARTMENT OF ARIZONA.

Byron B. Brown Adjutant
The American Legion of Arizona

PUBLIC HEARING NOTICE

There will be a Public Hearing on an application submitted by Jose L. Maldonado, American Legion Post 9, for a Class B Bingo License, located at 441 N. Main Street, Florence, Arizona, on Monday, August 5, 2019 at 6:00 pm, at the Town of Florence Council Chambers, 775 N. Main Street, Florence, Arizona.

POSTED THIS 30TH DAY OF JULY, 2019, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 441 N. MAIN STREET, FLORENCE, ARIZONA.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer, Community Development Director SUBJECT: Ordinance No. 682-19 Florence Gardens Wall and Fence Height Overlay PZ-19-1		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

On August 5, 2019: Public Hearing and first reading of Ordinance No. 682-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AN OVERLAY FOR FLORENCE GARDENS UNITS A, B, C, D, E, AND F.

OVERVIEW AND ANALYSIS:

Community Development staff has been working with the Florence Gardens Manufactured Home Association (FGMHA) regarding a request to increase the front yard fence height from three feet to four feet and to allow up to 18 foot height for golf course screen/protection fences to protect property from golf balls from the Three Parks Fairways golf course. The overlay would apply to Units A-F. The complete draft overlay is attached to this staff report.

Over many years, several residents in Florence Gardens have erected front yard fences in the required front yard that exceed the allowable three-foot height in the Town of Florence Development Code. The primary reason has been to allow a larger roaming area for family pets. The FGMHA regulations mirror the Town code. Staff was contacted by the Park Manager to discuss the possibility of amending the Code. We met with the manager and later with the FGMHA Board of Directors and agreed that a zoning overlay would be the best solution and, if approved, would allow the FGMHA to amend their standards to accommodate the change without jeopardizing the intent of the Development Code for any future manufactured home development.

Errant golf-ball protection screening has also been installed by many residents that border the Three Parks Fairways golf course. These, too, were constructed without permits or any structural review.

Staff has drafted overlay language to accommodate the request that has been reviewed by FGHMA. Their Board formally approved the overlay earlier this year. Excerpts from the draft that addresses the specifics of fence height are:

- The maximum height of any fence in a required front yard shall be four feet, with no greater than two feet being opaque. The fence may be constructed of non-slatted chain link, split rail, wrought iron, or pickets. Natural or synthetic materials may be used. In rear and side yards, the maximum height shall be four feet. If chain link is used for the front, side and rear property lines, slats are not permitted.
- The maximum height of a golf course screen fence for an interior side yard or rear yard is eighteen feet (18') and may be constructed of chain link or nursery screen material. If chain link is used, slats are not permitted. A Building Permit must be obtained from the Town of Florence prior to installation. A Building Permit application must be accompanied by appropriate engineering documentation.

Additional criteria can be found in Exhibit "A" of the attached Ordinance No. 682-19.

FINDINGS:

The Planning and Zoning Commission offers the following findings for the consideration of the Town Council:

1. The proposed amendments are consistent with the needs of the community and the Town.
2. The proposed amendments should facilitate ongoing development of lots within Florence Gardens.

PUBLIC PARTICIPATION:

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper and the Town's website. Meetings and public outreach for this overlay were conducted with the cooperation of the Florence Gardens Manufactured Home Association.

The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

July 18, 2019

Planning and Zoning Public Hearing

August 5, 2019

Town Council Public Hearing and 1st Reading

August 19, 2019

Town Council and 2nd Reading/Action

All meetings will be held at Town Hall Council Chambers – 775 North Main Street, Florence, Arizona 85132.

FINANCIAL IMPACT:

Approval of the Florence Gardens Overlay will facilitate use of lots contained therein. This will have limited or no financial impact on the Town.

A “NO” VOTE WOULD MEAN:

The Florence Gardens Overlay would not be approved.

A “YES” VOTE WOULD MEAN:

The Florence Gardens Overlay would be approved and would affect all lots contained therein.

RECOMMENDATION:

The Zoning Commission finds that the proposed Overlay for Florence Gardens Units A, B, C, D, E, and F is in compliance with the Town’s Development Code and other applicable codes; therefore, the Town Council consider a favorable recommendation for this amendment subject to the following conditions:

1. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 681-19
Exhibit A
Power Point Presentation

ORDINANCE NO. 682-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN USES OF PROPERTY WITHIN UNITS A THROUGH F OF FLORENCE GARDENS .

WHEREAS, the development known as Florence Gardens Units A, B, C, D, E, and F has recognized the need to modify certain allowed wall and fence heights in an effort to accommodate upgrades to individual parcels and the manufactured home development, as a whole; and

WHEREAS, a request to change the existing wall and fence height requirements has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found this change is in conformance with the intent of the 2020 General Plan and the Town of Florence Development Code; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence a favorable recommendation for the Florence Gardens Overlay; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence and the recommended Florence Gardens Overlay has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The conditions contained in Exhibit "A" shall be allowed and titled §150.071 Overlay District, Florence Gardens, and shall be unique to Florence Gardens Units A, B, C, D, E, and F:

All other/new buildings, structures, sites and uses shall comply with the Town of Florence Development Code §150-056, "Manufactured Home Subdivision", as existing on this date, or as may be amended or replaced.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this 19th day of August 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FLORENCE GARDENS EXHIBIT “A”
August 19, 2019

§ 150.071 Overlay District; Florence Gardens

(A) Purpose

- (1) To promote and protect the health, safety and welfare of the residents of Florence Gardens while recognizing the uniqueness of the community. This overlay provides for modification of development criteria contained within the Town of Florence Development Code that recognizes that uniqueness. Where not specifically addressed in this overlay, the Town of Florence Development Code prevails.

(B) Applicability

- (1) This Overlay applies to all common areas and privately held properties contained within the development known as “Florence Gardens, Units A, B, C, D, E and F” within the Town of Florence, Arizona, and recorded as such with Pinal County, Arizona.

(C) Definitions

- (1) The definitions contained herein are in addition to those contained in the Town of Florence Development Code and apply specifically to the Florence Gardens Mobile Home Association.

Corner Lot. A lot adjoining two or more streets at their intersections. No walls, buildings or other obstructions to view, more than two feet in height, shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points 25 feet from the intersection of the street right-of-way lines.

Front Yard Setback. (also, Required Front Yard) Minimum required unoccupied setback distance as measured from the Street Right-of-way to the closest point of the foundation or any supporting post or pillar of any building or structure related thereto of the building envelope for the Mobile or Manufactured Home and extends the full-width of the lot. In the case of Florence Gardens, that distance is ten feet (10’).

Golf Course Screen Fence. Screen fencing that protects private property from errant golf balls for lots that back onto, or are immediately adjacent to, the Three Parks Fairways Golf Course. A Golf Course Screen Fence can be located on the privately-owned lots or on the Three Parks Fairways Golf Course.

(D) Approval Requirements

- (1) With the adoption of this overlay zone, the Community Development Director, or designee, may administratively approve, or approve with conditions, any request that complies with the overlay criteria. Should the Community Development Director, or designee, not approve a request, or if the applicant does not agree with conditions of approval, the applicant has the right to appeal the decision to the Planning & Zoning Commission in writing with 15 calendar days of that denial or conditional approval.

(E) Development Criteria

- (1) A Town of Florence Building Permit must be obtained prior to the installation of any fence or wall that exceeds six feet in height. In the Florence Gardens Mobile Home Association, its Rules and Regulations shall control the maximum fence and wall heights which may be more restrictive than that allowed by the Town of Florence.
- (2) All fences or walls shall be permanently affixed and located entirely upon the private property of the persons, firms or corporation constructing or causing the construction of the fence unless the owner of the property adjoining agrees in writing that the fence or wall may be erected on the division line of the respective properties.
- (3) The maximum height of any fence in a required front yard shall be four feet, with no greater than two feet being opaque. The fence may be constructed of non-slatted chain link, split rail, wrought iron, or pickets. Natural or synthetic materials may be used. In rear and side yards, the maximum height shall be four feet. If chain link is used for the front, side and rear property lines, slats are not permitted.
- (4) The barriers to clear, unobstructed vision at corner lots of intersecting streets shall be limited to a height of not over two feet above the established elevation of the nearest street line, for a distance of twenty-five feet (25') along both the front and side lot lines, measured from the point of intersection of the property lines. Within the triangle, in cases where yards are terraced, the ground elevation of the front yards shall not exceed two feet above the established street line elevation at the intersecting streets. Landscaping within the triangle must be kept trimmed by the property owner. In the case of shrubs or ground covers, no higher than 2' and in the case of trees, no lower than 7'.
- (5) The maximum height of a golf course screen fence for an interior side yard or rear yard is eighteen feet (18') and may be constructed of chain link or nursery screen material. If chain link is used, slats are not permitted. A Building Permit must be obtained from the Town of Florence prior to installation. A Building Permit application must be accompanied by appropriate engineering documentation.

- (6) Height of walls and fences in residential districts shall be measured from the lowest adjacent grade, except when adjacent to street right-of-way which has a higher grade than the adjacent site, then the height shall be measured from the top of the crown of road (if no curb). Height of screening devices shall be measured from the highest adjacent grade.
- (7) It shall be unlawful for any person to erect or maintain any electric fence or any fence constructed in whole or in part of barbed wire.

August 5, 2019

Town Council

**Florence Gardens Overlay
PZ-19-18**

Case PZ-19-1 Overlay

Community Development staff has been working with the Florence Gardens Manufactured Home Association, founded in 1971, regarding a request to change fence heights for:

- Property line in the front yard
- Golf Course errant golf ball protection

Florence Gardens



Background/Proposal

- There has been a request by Florence Gardens to permit a front yard fence/enclosure to be allowed at a height of 4 feet to allow for full usage of individual lots by pet owners within the community. There are currently about a dozen such fences currently existing within Florence Gardens.
- There has been a request by Florence Gardens to allow a golf ball protection fence along the rear and side property lines for those lots adjacent to the Three Parks Fairways Golf Course. Over past years, there have been several protection fences installed contrary to Town Codes and without structural engineering to ensure the stability of the fences.

Typical Front Yard Examples



Existing Examples of 4' Fences

About a dozen four-foot tall fences have cropped up over the years; generally those lot owners have dogs and like the security of a higher fence.



Ordinance Details

Ordinance 682-19 Salient Points

- The maximum height of any fence in a required front yard shall be four feet, with no greater than two feet being opaque. The fence may be constructed of non-slatted chain link, split rail, wrought iron, or pickets. Natural or synthetic materials may be used. In rear and side yards, the maximum height shall be four feet. If chain link is used for the front, side and rear property lines, slats are not permitted.
- The maximum height of a golf course screen fence for an interior side yard or rear yard is eighteen feet (18') and may be constructed of chain link or nursery screen material. If chain link is used, slats are not permitted. A Building Permit must be obtained from the Town of Florence prior to installation. A Building Permit application must be accompanied by appropriate engineering documentation.

Public Outreach

- Community Development staff met with residents and board members of Florence Gardens Manufactured Home Association
- Florence Gardens held a Citizen Meeting earlier in 2019 at Florence Gardens Community Center and approved the draft ordinance
- Advertisement posted in local newspaper per ARS
- Public hearings at Planning & Zoning Commission and Town Council

Findings

The Planning and Zoning Commission offers the following findings for the consideration by the Town Council:

1. The proposed amendments are consistent with the needs of the community and the Town.
2. The proposed amendments for Florence Gardens should facilitate ongoing development and use of private property community.

Recommendation

The Planning and Zoning Commission forwards a recommendation for approval subject to conditions:

- Any additional conditions deemed necessary by the Town Council.

Questions?



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6c.

MEETING DATE: August 5, 2019

DEPARTMENT: Community Services

STAFF PRESENTER: Carolyn Ballard, Recreation Programmer

SUBJECT: Presentation on Give-A-Lift Program

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Presentation on the Give-A-Lift program.

BACKGROUND/DISCUSSION:

The Give-A-Lift program launched in January of this year. The program helps elderly or disabled residents get to medical appointments through a network of volunteers coordinated by Town staff. The program is supported through an Arizona Department of Transportation (ADOT) 5310 Mobility Grant, which awarded \$14,000 to the Town for FY19 and \$10,000 for FY20.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

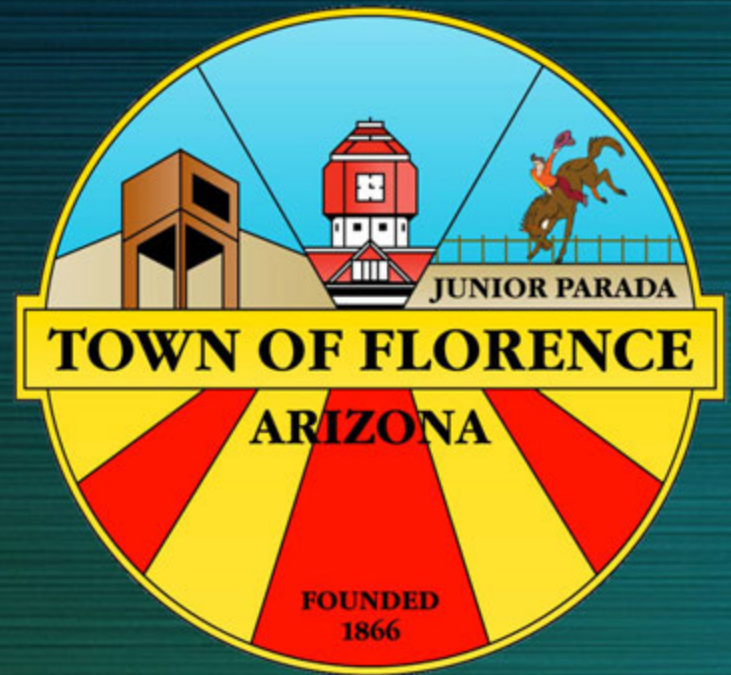
Not Applicable

ATTACHMENTS:

Presentation

Town of Florence Give-A-Lift

Neighbors Helping Neighbors



Mission Statement

The Town of Florence Give-A-Lift program is dedicated to promoting independence and enhancing the quality of life to senior and disabled residents by providing a no cost means of transportation to medical appointments.

Who We Serve

Florence residents who are at least 55 years old and those with a disability

Services Provided

All drivers are volunteers who have agreed to use their own vehicles to provide medical appointment transportation services. There is no cost to passengers for this service, although drivers may accept gas donations.

Volunteers are able to drive the handicap accessible vehicles at the Dorothy Nolan Senior Center for transporting those in need of wheelchair lifts.

Program Funding

October 1, 2018 – Sept. 30, 2019

ADOT 5310 Mobility Grant was
awarded for \$14,000

Town of Florence agreed to a 50%
match



Services Began
January 7, 2019

1st Quarter Performance Outcomes

Totals:

8 Volunteers

**138.50 volunteer
hours**

2514 miles

86 trips

	Volunteers	Hours	Miles	Trips
January	4	46.25	785	22
February	7	49	1010	32
March	5	43.25	719	32

2nd Quarter Performance Outcomes

Totals:

11 Volunteers

**152.25 volunteer
hours**

2434 miles

131 trips

	Volunteers	Hours	Miles	Trips
April	10	50.75	852	43
May	10	60.25	999	46
June	8	41.25	583	42

Six Month Performance Outcomes

January – June 2019
Totals:

17 Volunteers

290.75 volunteer hours

4,948 miles

217 trips

36 Registered Clients

Average age: 74

15 Disabled

2 Require
wheelchair lift

AND...



Wonderful
connections
and
friendships
are
happening!



2 Clients have
utilized the
Senior Center
Vehicles for 8
trips totaling
431 miles



“I love this program. What would us old coots in Florence do without Give-A-Lift?”

- Julia Montes

Program Funding

October 1, 2019 – Sept. 30, 2020

ADOT 5310 Mobility Grant was awarded for \$10,000

Town of Florence agreed to a 50% match, which includes a \$5,628

In-Kind Match estimate for our volunteer drivers' hours

GOAL

Increase number of volunteers to support ability to offer rides to service appointments (banking, social services, etc.) and/or shopping trips



The Florence Give-A-Lift Program has touched me in unexpected ways. Of course, I'm happy that I'm helping to provide a much needed service to seniors in my community, and that is personally fulfilling. What I did not expect are the connections I've made with some of the seniors and the stories we tell on our drives. Happy, sad, funny...but never boring. Life is an interesting ride!

- Danielle Dupuy,
Volunteer Driver

Contact Information

Carolyn Ballard

(520) 868-7648

Carolyn.ballard@florenceaz.gov

Questions?



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 6d.

MEETING DATE: August 5, 2019

DEPARTMENT: Community Services

STAFF PRESENTER: Alison Feliz, Recreation Coordinator

SUBJECT: Presentation on Upcoming Special Events

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Presentation by Alison Feliz, Recreation Coordinator, on upcoming special events.

BACKGROUND/DISCUSSION:

There are several special events planned from August to December 2019. Staff will provide a brief overview of all special events as well as provide information to the public, so they can attend or volunteer. Additionally, staff will provide an update on new special events planned during the fiscal year.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

Not Applicable

ATTACHMENTS:

Presentation



2019 FALL EVENTS

**AND A SNEAK PEAK AT
NEW 2020 EVENTS**



HALLOWEEN FRIGHT FEST

THURSDAY, OCTOBER 31, 2019
5:30 P.M. TO 8:00 P.M.
HISTORIC DOWNTOWN MAIN STREET

TRUNK OR TREAT
HAUNTED HOUSE
COSTUME CONTEST
BINGO
VENDORS





JUNIOR PARADE PARADE AND RODEO

- **THANKSGIVING WEEKEND**
- **PARADE ON SATURDAY,
NOVEMBER 30 @ 10 A.M.
HISTORIC DOWNTOWN
MAIN STREET**



CHRISTMAS ON MAIN STREET

FRIDAY, DECEMBER 6, 2019

6:00 P.M. TO 8:00 P.M.

HISTORIC DOWNTOWN MAIN STREET



JINGLE BELL JOG

- **SATURDAY, DECEMBER 7, 2019**
- **8:30 A.M.**
- **START AT HERITAGE PARK - RUN THROUGH HISTORIC DOWNTOWN MAIN STREET**

NEW



DRIVE IN MOVIE

- **FRIDAY, NOVEMBER 23, 2019**
- **SUNDOWN**
- **COMMUNITY CENTER PARKING LOT**



DECADES MUSIC FESTIVAL

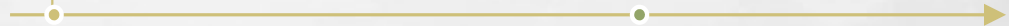
- MUSIC FROM THE 50'S, 60'S 70' 80'S AND 90'S
- SATURDAY, NOVEMBER 23, 2019
- TIME TBA
- HISTORIC DOWNTOWN MAIN STREET

EVENTS AT RODEO GROUNDS



Saturday, October 5th

Demolition Derby



Friday, November 29th
– Sunday, December 1st

**Junior Parada
Rodeo**

EVENTS IN ANTHEM

Anthem Celebrates the Arts

Saturday, November 2nd

Concert in the Park

Saturday, November 9th

Arts in the Park Saturday

Saturday, December 7th

OTHER EVENTS

FLORENCE HIGH SCHOOL HOMECOMING PARADE

- FRIDAY, OCTOBER 11, 2019

RELAY FOR LIFE

- FRIDAY, NOVEMBER 15, 2019



NEW

PRISON BREAK RUN

**SATURDAY, MARCH 14, 2019
START TIME TBA
LOCATION TBA**






ART FESTIVAL

- **TENTATIVE DATE: SATURDAY, MARCH 21ST THROUGH SUNDAY MARCH 22ND**
- **TIME: TBA**
- **DOWNTOWN HISTORIC MAIN STREET**



QUESTIONS



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Drowning Impact Awareness Month		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim August 2019 As Drowning Impact Awareness Month.

BACKGROUND/DISCUSSION:

Tiffany Isaacson, Center for Family Health & Safety, Phoenix Children's Hospital has requested a proclamation from the Town of Florence.

Drowning Impact Awareness Month began in August 2004, to garner attention to the dangers of drowning and loss of lives in Arizona. June, July, and August are peak times for child drownings in Arizona. Drowning is a top cause of injury-related death for children in Arizona, especially the one to five-year old age group. Every child drowning is preventable – but sometimes, little can be done for a child once he or she has fallen into the water. Prevention is the cure, and awareness is free. To prevent child drownings, follow the ABC's of Water Safety:

- **Adults:** Adult supervision when children have access to water.
- **Barriers:** Barriers between children and water
- **Classes:** Classes in CPR for adults, swimming lessons for children at the appropriate age.

This is the 10th year that the Town of Florence has proclaimed August as Drowning Impact Awareness Month in an effort to bring forth the importance of water safety and to raise awareness of the number of cases and the impact of child drowning in Arizona. Even

though Arizona is considered a desert state, on average, drowning incidents take the lives of many of our state's children. Children four years old and younger are in the highest risk group.

The Town has been asked that purple ribbons be worn to remember the impact of child drownings and to commit to be water safe this August. It is crucial to be a part of this important effort and practice the ABC's of Water Safety.

The Town will mail the signed proclamation to the Phoenix Children's Hospital. The item has been placed on the consent agenda for council consideration.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

Proclamation

Proclamation

DROWNING IMPACT AWARENESS MONTH

WHEREAS, Arizona's future prosperity depends upon the long-term health, safety, and well-being of the nearly two million children and teens in our state; and

WHEREAS, drowning is a top cause of injury and death for children and teens in Arizona, affecting not only the victims, but also families, emergency personnel, and our society as a whole; and

WHEREAS, child drownings are nearly 100 percent preventable, including drownings which are classified as maltreatment and make up an average of one in four cases in Arizona; and

WHEREAS, research-proven strategies can save lives, including constant and capable supervision, restricting access to water, use of life jackets, swimming lessons for adults and children at the appropriate age, rapid emergency response, including CPR, and safe, stable and nurturing relationships and communities to break the cycle of maltreatment; and

WHEREAS, awareness of the problem is just the first step; evidence-based programs to bring these strategies to families is the best way to save lives; and

WHEREAS, during the month of August, Phoenix Children's Hospital, in collaboration with state and local governments, community organizations, and private citizens, will be engaging communities throughout Arizona in a coordinated and comprehensive response.


NOW, THEREFORE, I, Tara Walter, Mayor, do hereby proclaim August 2019 as Drowning Impact Awareness Month and urge all communities and citizens of Arizona to participate in efforts to reduce drowning risk, strengthen families, and protect children and teens.

DATED this 5th day of August 2019.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: August 5, 2019 DEPARTMENT: Police STAFF PRESENTER: Daniel Hughes, Police Chief SUBJECT: Intergovernmental Agreement with Pinal County for usage of graffiti abatement equipment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of an Intergovernmental Agreement with Pinal County, through the Pinal County Sheriff's Office (PCSO), for use of graffiti abatement equipment.

BACKGROUND/DISCUSSION:

The Pinal County Sheriff's Office (PCSO) has the equipment to cover (paint) or power wash graffiti and has offered to enter into an agreement with the Florence Police Department (FPD) to utilize this equipment. FPD personnel would work with the PCSO to identify and abate graffiti within the Town of Florence and on occasion assist PCSO. The FPD will ensure that the equipment is kept in good working order and that only products and materials purchased by FPD or donated to FPD be used. Each party will insure their personnel.

There is no additional cost to the Town of Florence; using this equipment will make the clean up faster and done in a more professional manner.

The Intergovernmental Agreement has been reviewed by the Town of Florence legal advisor and the Pinal County Attorney's Office.

A VOTE OF NO WOULD MEAN:

We would not enter into this agreement.

A VOTE OF YES WOULD MEAN:

We would enter into this agreement.

FINANCIAL IMPACT:

None; currently the FPD uses donated paint to paint over graffiti or uses products purchased to remove the graffiti. Volunteers would be trained to use the equipment and assist in graffiti removal.

ATTACHMENTS:

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY AND THE TOWN OF FLORENCE
FOR
GRAFFITI ABATEMENT EQUIPMENT USE**

This INTERGOVERNMENTAL AGREEMENT (“**Agreement**” hereinafter) is entered into this ___ day of _____, 2019, by and between **PINAL COUNTY**, a political subdivision of the State of Arizona by and through the Pinal County Sheriff’s Office (“**Pinal**”) and the **TOWN OF FLORENCE**, a municipal corporation of the State of Arizona (“**Florence**”) for the cooperative use of graffiti abatement equipment and materials. **Pinal** and **Florence** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, both Parties desire to more efficiently utilize available resources in providing necessary graffiti abatement services;

WHEREAS, Pinal presently has graffiti abatement equipment (“**Equipment**”), more fully described below, available and is prepared to make the Equipment available to Florence;

WHEREAS, the Parties desire to share in the use of graffiti abatement materials and equipment;

WHEREAS, it is economically advantageous and mutually beneficial for Pinal and Florence to utilize and share the aforementioned Equipment and materials;

WHEREAS, the Parties have reached an agreement on the cooperative use of Equipment and sharing of materials and have reached an understanding on each Party’s responsibilities in implementing this agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.*, and have agreed to enter into this Agreement by resolution.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, do hereby agree as follows:

I. PURPOSE AND INTENT

The purpose of this Agreement is for the maintenance, operation and cooperative use of graffiti abatement Equipment and materials.

II. EQUIPMENT

- A. **Truck** – 1999 Isuzu NPR; VIN 4KLB4B1R2XJ000530; County No. 21272; License Plate No. G167CG.
- B. **Spray Equipment** – One Beckett ADC Heated Pressure Washer, S/N 070705-33976; and
- C. **Spray Equipment** – One Campbell Hausfeld power paint sprayer, S/N 0705087.

III. MUTUAL OBLIGATIONS

A. Under this Agreement **Pinal** agrees to:

- 1. Manage routine maintenance to ensure Equipment is safe and in good repair and scheduling of Equipment use;
- 2. Promptly communicate maintenance, repair and materials costs with Florence in order to coordinate cost-sharing and Equipment scheduling;
- 3. Promptly send available invoices, statements, and/or other such available billing documentation to Florence as may arise pursuant to **Section III.B.5** to the Florence POC listed in **Section IX.A**;
- 4. When feasible, provide Florence with a minimum of fifteen (15) days notice of anticipated necessary repairs, maintenance, or modifications. However, the necessity of more prompt repairs, maintenance, or modifications shall not alleviate either parties cost-sharing and cooperative obligations; and
- 5. Provide incidental use of Pinal equipment to Florence.

B. Under this Agreement **Florence** agrees to:

- 1. Assure that use of Equipment will be performed as prescribed by Pinal;
- 2. Assure prompt return of Equipment and materials at the conclusion of each Florence use;
- 3. Monitor material (paint, accessories) quantities and promptly communicate to Pinal regarding necessary materials, repair, or maintenance;
- 4. Purchase its own materials, such as paint, rollers, brushes, buckets, painting apparel, and protective gear;
- 5. Promptly pay the costs for any non-routine Equipment repairs or maintenance arising during or as a result of Florence's use of the Equipment within 30 days of receiving an invoice pursuant to **Section III.A.3** above;
- 6. As in any other Pinal County detention facility, Florence shall abide by applicable County detention facility policies, practices and procedures;
- 7. Provide incidental use of any Florence equipment, and/or materials at no cost to Pinal.

C. Open Communications. Pinal and Florence shall maintain open communications between each Party's designated point of contact ["POC"], listed in **Section IX.A** below, to ensure smooth cooperative Equipment and materials use throughout the term of this Agreement.

III. EFFECTIVE DATE AND DURATION

- A. Initial Term.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the ____ day of _____, 20__ and shall remain in effect for one year thereafter.
- B. Termination.** Either Party may terminate this Agreement by providing thirty (30) days advance written notice of termination to the other Party as set forth in **Section IX.A** below. Each Party agrees to return any and all equipment and/or materials in its control or possession to the owner-Party no later than thirty (30) days after termination.
- C. Subsequent Terms.** This Agreement may be renewed by mutual written agreement of the Parties. After expiration of the Initial Term, either Party may request a renewal of this Agreement, for subsequent one-year term(s) by providing thirty (30) days' advance notice prior to the date of expiration of that Party's intent to extend. In the absence of prior termination or of written renewal, this Agreement will automatically renew for a subsequent one-year term. The Agreement may be automatically renewed for no more than four (4) subsequent terms.

IV. SUPERVISION

Pinal shall have sole supervisory authority over Pinal personnel, operations, services and materials; and Florence shall have sole supervisory authority over Florence personnel, operations, services and materials. Pinal employees shall remain Pinal employees; and Florence employees shall remain Florence employees.

V. EQUIPMENT AND MATERIALS

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

VI. MODIFICATION

This Agreement shall not be modified or extended except by a mutually signed written agreement.

VII. INSURANCE

- A.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement. Each Party shall obtain and maintain at its own expense, during the entire term of this Agreement, the following type(s) and amounts of insurance:

1. Commercial General Liability in the amount of \$1,000,000.00 per occurrence with a \$2,000,000 aggregate for Bodily Injury and Property damage;
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit.
3. Workers' Compensation Insurance. The Participant Agencies agree that they are not joint employers for the purpose of workers' compensation coverage and that any Participant Agency employee shall remain an employee of such Participant Agency. To the extent that employees of one Participant Agency perform duties on behalf of another Participant Agency, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Participant Agency shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.

- B. Florence agrees to insure the Pinal Equipment while in the use, control and/or possession of Florence. Florence agrees to be held financially, legally and fully responsible for any act of destruction to any part of Pinal facilities, equipment and/or property, beyond normal wear and tear, caused by Florence's use of the Equipment, materials, facilities and/or property.
- C. Florence agrees that all Florence personnel shall remain the responsibility of Florence at all times and shall be covered by Florence's insurance, even while such Florence personnel may be occupying, utilizing or operating the Equipment.

VIII. INDEMNIFICATION AND JOINT DEFENSE

- A. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this Agreement that are the

subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to **Subsection (C)** below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

- B.** Reserved.
- C.** The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“**MOU**”) between the Arizona Counties Insurance Pool (“**ACIP**”) and the Arizona Municipal Risk Retention Pool (“**AMRRP**”). Each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- D.** The obligations under this Section shall survive the termination of this Agreement for a period of 3 years.

IX. MISCELLANEOUS

- A. NOTICES:** Except as otherwise provided in this Agreement, all notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Florence: Chief of Police
Florence Police Department
P.O. Box 2670
Florence, AZ 85132

If to Pinal: Chief Deputy
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

- B. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- C. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be

considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

- D. GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- E. NONASSIGNMENT:** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- F. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. SEVERABILITY:** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- H. CONFLICTS OF INTEREST:** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- I. OTHER DUTIES IMPOSED BY LAW:** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- J. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- K. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party' subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and

waiving their respective rights to keep such papers and records confidential.

- L. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION:** Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. NO JOINT VENTURE:** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- P. NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. HEADINGS:** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

Town of Florence

Pinal County

By:

By:

Tara Walter
Mayor, Town Council

Mike Goodman
Chairman, Board of Supervisors

Date: _____

Date: _____

Attest:

Attest:

Lisa Garcia, Town Clerk

Natasha Kennedy, Clerk of the Board

By:

By:

Daniel Hughes, Chief of Police

Mark Lamb, Pinal County Sheriff

Date: _____

Date: _____

Approved as to form:


Approved as to form:

By:

By:

Clifford L. Mattice, Town Attorney

Print Name
Deputy County Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: August 5, 2019 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Community Development Block Grant Cooperation and Coordination Agreement with Pinal County		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve a Community Development Block Grant (CDBG) Program Cooperation and Coordination Agreement with Pinal County.

BACKGROUND/DISCUSSION:

Pinal County received designation as an entitlement agency for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for Fiscal Years 2019-2021. Pinal County will receive CDBG funds directly from HUD instead of receiving funds from the Arizona Department of Housing that are then distributed through Central Arizona Governments (CAG).

The Pinal County Board of Supervisors recently approved the Pinal County Consolidated Plan outlining its five-year priorities, anticipated financial resources, partners and programs for CDBG. The plan is part of HUD's requirements for the County to maintain its urban county qualification for the three-year qualification cycle. The top two priorities in the plan are to improve public facilities/infrastructure improvement projects in Florence and increase affordable quality housing throughout Pinal County. Other priorities include assistance to homeless people and public/human services support.

Pinal County has invited the Town of Florence to participate in its Urban County CDBG Program for Fiscal Years 2020 and 2021. HUD requires the County and Town to enter into a cooperation agreement and submit the executed agreement to HUD in August.

HUD provides a list of standards that must be included for it to accept a cooperation agreement. The cooperation agreement contains the following terms:

- A. Each governmental entity authorizes the agreement and it is executed by both chief executive officers.
- B. Contains a legal opinion from the County's counsel that the terms and provisions are fully authorized.
- C. Includes the CDBG Entitlement Program and where applicable, the HOME Investment Partnership and Emergency Solutions Grants (ESG) Programs.
 - 1. The HOME Investment Partnership provides formula grants to states and localities that are used to fund a wide range of activities including building, buying and rehabilitating affordable housing for low income households. Communities that do not qualify for an individual allocation under the formula can join with one or more neighboring communities to form a legally binding consortium to meet the threshold for a direct allocation.
 - 2. The Emergency Solutions Grants Program provides funding to engage homeless individuals and families living on the street; improve the number and quality of shelters for homeless people; help operate shelters; provide essential services to shelter residents; rapidly re-house homeless people; and prevent families and individuals from becoming homeless.
- D. States the Town may not apply for grants under the State CDBG Program, it may only receive a formula allocation under the HOME Program through the County, and it may only receive a formula allocation under the ESG Program through the County.
- E. Specifies the years it covers during the County qualification period.
- F. Includes the requirement for each part to adopt any amendments that change the agreement.
- G. Agreement remains in effect until the program funds and program income received are expended and the funded activities completed. Neither government may terminate or withdraw from the agreement while it remains in effect.
- H. Expressly states the County and Town agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."
- I. Obligates the County and the Town to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The agreement must also include the obligation to comply with other applicable laws.

- J. Expressly states “that the cooperating unit of general local government has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.”
- K. Does not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period of the agreement.
- L. Contains language specifying that, pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
- M. The Town may not sell, trade, or transfer any portion of funds to another governmental entity.

The benefits of participating with Pinal County in the Urban County CDBG Program are the potential for additional funding for community development projects and to participate in an efficient process for using CDBG funding.

A VOTE OF NO WOULD MEAN:

The Town will not participate in the Urban County CDBG Program with Pinal County. The Town will continue to obtain CDBG funding through the State of Arizona and CAG.

A VOTE OF YES WOULD MEAN:

The Town will participate in the Urban County CDBG Program with Pinal County.

FINANCIAL IMPACT:

Pinal County staff anticipates the Town will receive \$91,000 each year as a baseline amount of funding. Pinal County has not developed their Method of Distribution to date, but the expectation is the funding will exceed the baseline amount.

ATTACHMENTS:

Cooperation and Coordination Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND THE
TOWN OF FLORENCE**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AND COORDINATION AGREEMENT ("Agreement") is dated the ____ day of _____, 2019, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and Town of Florence, an Arizona municipal corporation ("Town"). The County and Town are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended (the "Act") and applicable regulations of the United States Department of Housing and Urban Development ("HUD"), as amended ("Regulations"), the County is a qualified urban county entitled to receive Community Development Block Grant ("CDBG") funding through HUD.

B. Town of Florence is a unit of general local government ("Town") under the Act and Regulations, and has elected to participate with the County in the CDBG funding program administered by the County (the "Program").

C. The County and Town are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership (HOME), and Emergency Solutions Grants (ESG) programs.

2. By executing this Agreement, the Town understands that it:

A. May not apply for grants from appropriations under the State of Arizona CDBG Program during the period in which it participates in the County's CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the County. If the County does not receive a HOME formula allocation, the Town cannot form a HOME consortium with other local governments provided, however, this does not preclude the County or Town from applying to the State for HOME funds, if the State allows; and

C. May receive a formula allocation under the ESG Program only through the County provided, however, this does not preclude County or Town from applying to the State for ESG funds, if the State allows.

3. The remaining years in the County's existing qualification period includes Federal FYs 2020-2022. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or Town provides written notice to the other Party that it elects not to participate in a new qualification period. A copy of that notice shall be sent to the applicable HUD Field Office.

4. The County will notify the Town in writing of its right to discontinue participation in a new qualification period no later than the date specified in the County's HUD Qualification Notice. A copy of the County's notification to the Town shall be sent to the applicable HUD Field Office by the date specified in Section II of the County's Qualification Schedule.

5. Each Party agrees to adopt in writing any amendment to this Agreement incorporating changes necessary to meet future requirements for cooperation agreements set forth by HUD in the County's Qualification Notice for a subsequent three-year County qualification period. Future amendments shall be submitted to HUD and a failure to comply will void the automatic renewal for that qualification period.

6. This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received for activities carried out during the term of the County's three-year qualification period, and any successive qualification periods under this Agreement, are expended and the funded activities completed. The County and City/Town will not terminate or withdraw from this Agreement prior to completion of funded activities.

7. The County and Town agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

8. The County and Town agree to take all actions necessary to assure compliance with the County's certification under section 104(b). The Program will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act and will strive to affirmatively further the goal of fair housing. The County and City/Town agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable laws. The County is expressly prohibited from funding any activities in, or in support of, any cooperating unit of general local government including the Town that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with fair housing certification.

9. As a HUD requirement for participation in the Program, the Town agrees to:

A. Prohibit the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and

B. Enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration.

10. Neither Party may veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for submitting the Consolidated Plan to HUD that includes CDBG, HOME and ESG activities.

11. Pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

12. The Town must use CDBG, HOME, and ESG funds for activities eligible under the Act and Regulations and may not sell, trade, or otherwise transfer any portion to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the Parties hereto.

Town of Florence, an Arizona municipal Corporation

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Mayor

By: _____
Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Town Clerk

By: _____
Clerk/Deputy Clerk of the Board

COUNSEL LEGAL OPINION

I have read this Agreement and have determined that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the County.


Deputy County Attorney

Date

I have read this Agreement and have determined that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the Town.

Town Attorney

Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: August 5, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, Public Works Director/ Town Engineer SUBJECT: Contract with Day Auto Supply, aka Napa Auto Parts, to provide parts for automotive repairs and		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to contract with Day Auto Supply, aka Napa Auto Parts, through a Cooperative Contract through the Arizona Department of Administration Solicitation # ADSPO16-00005626 Contract # ADSPO16-129364 for aftermarket automotive parts and service (Expires 3/31/2020), from July 1, 2019 through June 30, 2020, in an amount not to exceed \$63,800.

BACKGROUND/DISCUSSION:

The Public Works Department is requesting to enter into a contract with Day Auto Supply, aka Napa Auto Parts., through the cooperative contract with the Arizona Department of Administration, to provide aftermarket automotive parts and services in an amount not to exceed \$63,800 from July 1, 2019 through June 30, 2020.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the purchase of automotive parts for repairs and maintenance.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker automotive repairs and maintenance.

FINANCIAL IMPACT:

The financial impact to provide parts for automotive repairs and maintenance in an amount not to exceed \$63,800 from July 1, 2019 through June 30, 2020.

FY 19-20	SEEKING COUNCIL APPROVAL
\$ 40,000.00	FLEET - PARTS (209)
\$ 5,000.00	FLEET - SMALL TOOLS (311)
\$ 5,000.00	FLEET - SHOP SUPPLIES (314)
\$ 2,500.00	WATER - SMALL TOOLS (311)
\$ 2,500.00	WATER - OPERATING SUPPLIES (302)
\$ 2,500.00	WASTEWATER - SMALL TOOLS (311)
\$ 2,500.00	WASTEWATER - OPERATING SUPPLIES (302)
\$ 2,400.00	HURF - OPERATING SUPPLIES (302)
\$ 2,400.00	FACILITIES MAINTENANCE - OPERATING SUPPLIES (302)
\$ 1,000.00	COMMUNITY SERVICES - (OPERATING SUPPLIES (302)
\$ 65,800.00	

Services will be obtained following the Town’s Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Arizona Department of Administration Solicitation # ADSP014-00003936
- Arizona Department of Administration Contract # ADSP014-074945
- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract w/ Exhibit 1



Request for Proposal

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Notice of Request for Proposal

In accordance with [A.R.S. § 41-2534](#), competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice.**

LATE PROPOSALS SHALL NOT BE CONSIDERED.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION



Request for Proposal

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

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Offer and Acceptance

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OFFER

TO THE STATE OF ARIZONA:

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

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

Phone: _____

Fax: _____

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ ___ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____.

The effective date of the Contract shall be: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this _____ day of _____ 20 _____

Procurement Officer



Scope of Work

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1. INTRODUCTION

Pursuant to A.R.S. § 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) to satisfy the needs for all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies) to provide **Aftermarket Automotive Parts and Service**. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all **State Agencies** and **Cooperative Members** may be found on the State Procurement Office's Website at www.procure.az.gov. The State intends to award a contract(s) to qualified contractors in accordance with the terms, conditions and provisions set forth herein.

The State desires to enter into a contract(s) with reliable and capable contractors who can; manage multiple agency accounts and delivery points located throughout the state, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities when applicable and offers various discounts as stated in this solicitation. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

2. OBJECTIVE

- 2.1. The intent of this RFP is to establish contracts on a competitive basis with qualified suppliers and through their retail distribution network to provide aftermarket automotive parts and services, on an as needed basis whereby the State and Eligible Agencies can select those products and services based on their established needs.
- 2.2. Provide an Electronic Ordering System as defined in the Scope of Work
 - 2.2.1. Use of such systems shall be at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the Contractor.
- 2.3. Provide Labor as defined in the Scope of Work
- 2.4. Provide a Core Charge Program as defined in the Scope of Work.
- 2.5. Provide Optional Services as defined in the Scope of Work.

3. STATEWIDE CAPACITY

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract.

- 3.1. The Contractor shall have sufficient means to meet the requirements as stated in this solicitation for the service area being offered. The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, offered in order to meet the demands of all Eligible Agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
 - 3.1.1. The Contractor shall provide customer support to multiple accounts and ordering transactions daily.
- 3.2. Statewide delivery (if offered by the Contractor). The Contractor shall indicate their delivery capacity to specific locations at a pre-determined charge. The Contractor shall have policies in place regarding late delivery, an order cancellation policy, discounts given for late deliveries, order tracking, restocking fees, etc.

4. CONTRACTOR REQUIREMENTS

- 4.1. The Contractor shall provide Premium Grade or First Line Products
- 4.2. The Contractor shall provide a comprehensive selection of products and pricing, other than those that are specifically excluded by the State (see exclusion list), through established catalogue/price lists. Pricing for these items shall be based on a single fixed discount percent (%) specified on Attachment II - Price Schedule.
- 4.3. The Contractor shall provide labor as specified on Attachment II - Price Schedule.
 - 4.3.1. Any labor rate being charged under this contract shall be stated in Attachment II.
 - 4.3.2. Any rate shall be based at a rate equal to or less than those published within the "ALLDATA" or "Mitchell" flat rate manuals or the actual hours used for labor, whichever is less.
- 4.4. The Contractor shall provide and adhere to the contracted core charge program.



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- 4.5. The Contractor shall accept orders from any Eligible Agency as defined in the Special Terms and Conditions.
 - 4.6. The Contractor shall accept orders through the following methods:
 - 4.6.1. P-Card purchases
 - 4.6.1.1 No additional fees shall be charged to the Eligible Agency's for the use of P-cards
 - 4.6.2. Electronic – email or online through the State's e-procurement system or online through a website maintained by the Contractor
 - 4.6.3. Facsimile
 - 4.6.4. Mail
 - 4.6.5. Phone
 - 4.7. The Contractor should have at a minimum the following support mechanisms in place:
 - 4.7.1. Ability to perform under a statewide contract. Statewide meaning multiple agency accounts and delivery points located throughout the State.
 - 4.7.2. Ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.
 - 4.7.3. Inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.
 - 4.7.4. Ability to handle electronic, web-based, P-card, hard copy, phone and walk in orders.
 - 4.7.5. Administrative and Key Personnel (trained and responsible for providing):
 - 4.7.5.1 Customer dispute resolution services (at transaction level)
 - 4.7.5.2 Multiple account set up and management
 - 4.7.5.3 Expediting services (order follow up)
 - 4.7.5.4 Customer assistance, general help and order assistance (including toll-free telephone ordering support and via internet)
 - 4.7.5.5 Maintenance of electronic and hard copy catalogues and State pricing including website.
5. **PRODUCTS**
- 5.1. The Contractor shall maintain all Manufacturer's catalogue/price lists for all items in accordance with the Contract Special Terms and Conditions.
 - 5.2. The Contractor shall provide vehicle and equipment repair parts, which shall include, but not be limited to:
 - 5.2.1. Air Conditioning
 - 5.2.2. Alternators and Starters
 - 5.2.3. Automotive paint, painting supplies
 - 5.2.4. Batteries
 - 5.2.5. Bearings, Ball and Roller
 - 5.2.6. Belts and Hoses
 - 5.2.7. Brake relining and hardware
 - 5.2.8. Brakes
 - 5.2.9. Chassis parts
 - 5.2.10. Drive axles, CV boots, U Joints
 - 5.2.11. Electrical and Ignition
 - 5.2.12. Emission and Exhaust
 - 5.2.13. Engine and Drivetrain
 - 5.2.14. Engine gaskets and repair parts
 - 5.2.15. Filters; Oil, Gas, Air, and Transmission
 - 5.2.16. Floor mats
 - 5.2.17. Gaskets and Seals
 - 5.2.18. Heating and Cooling (Engine)
 - 5.2.19. Heavy Duty brake drums, rotors drum and rotor turning



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- 5.2.20. Ignition parts (spark plugs, wire sets, caps, rotors, distributors)
- 5.2.21. Lamps, Lighting, and Mirrors
- 5.2.22. Light duty trailer parts
- 5.2.23. Miscellaneous chemicals (brake, carburetor and choke cleaner, brake fluid)
- 5.2.24. Motor mounts, transmission mounts
- 5.2.25. Oils and Lubricants, Regular and Synthetic
- 5.2.26. Pumps, Fuel and Water
- 5.2.27. Radiator caps, gas caps, oil filler caps
- 5.2.28. Rivets
- 5.2.29. Sensors, sending units, gauges, instrumentation
- 5.2.30. Shop Supplies and Equipment
- 5.2.31. Suspension, Shocks, Struts, and Steering
- 5.2.32. Tire chains
- 5.2.33. Transmission Parts, Clutches
- 5.2.34. Turn flywheels, rotors, drums, ring gears
- 5.2.35. Wheel cylinders, calipers, master cylinders
- 5.2.36. Wheel studs, wheel nuts
- 5.2.37. Wiper parts, wiper blades
- 5.2.38. Wipers/Washers

6. COST

- 6.1. Cost is the primary evaluation criteria for the award of this RFP. Cost evaluation will be based on the discount (%), as calculated according to the methodology outlined in the Special Instructions to Offerors, Paragraph 7. Evaluation.
- 6.2. **The State's intent is to obtain the best pricing and facilitate a straightforward comparison among all Proposals received.**

7. LABOR

- 7.1. Prior to beginning work on any order requiring labor charges, the Contractor shall submit a quote in response to the order detailing all pricing. The Eligible Agency shall approve all quotes in writing. The Contractor may begin work upon Eligible Agency approval.
- 7.2. All labor performed shall be in accordance with industry standards and will be invoiced at the contracted hourly rate.
- 7.3. Labor shall be for but not limited to:
 - 7.3.1. Valve grinding
 - 7.3.2. Engine machining
 - 7.3.3. Flywheels
 - 7.3.4. Rotors
 - 7.3.5. Drums
 - 7.3.6. Ring gears

8. CORE CHARGE PROGRAM

The equivalent amount of any core charge paid by an Eligible Agency shall be returned to the Eligible Agency upon the receipt of the core.

9. GENERIC/HOUSE BRAND EQUIVALENT INFORMATION

Contractors who may have generic or house brand equivalents for identified baseline items shall provide a table showing applicable line items, part numbers and unit pricing to the Eligible Agency.

10. PRODUCT AND SERVICE SPECIFICATIONS

10.1. Batteries

- 10.1.1. All batteries furnished shall have successfully completed all Society of Automotive Engineers (SAE) testing procedures required under the Standards for Storage Batteries – SAEJ537. Batteries to be used in class 6, 7, and



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8 vehicles and tractor applications must also have met the requirements of SAEJ930 and be in compliance with the most recent version of The Maintenance Council (TMC) recommended practice RP125.

- 10.1.2. All batteries delivered shall be 100% charged.
- 10.1.3. Each battery shall be of the quality equal to that supplied as original equipment manufacturers (OEM) equipment and are of a nationally recognized line. Material Safety Data Sheets (MSDS) shall be provided with each delivered battery and upon the request from a using agency.
- 10.1.4. The Contractor may be requested to furnish copies of any test results within ten (10) days following a written notice.
- 10.1.5. All batteries shall represent manufacturer's best vibration resistant design.
- 10.1.6. Increased deep cycle batteries shall be designed for use in emergency and law enforcement vehicles. Batteries shall have the ability to survive repeated deep cycling and be fully recharged after a complete discharge.
- 10.1.7. Identification Labels / Decals: All batteries shall be permanently stamped, not handwritten with the following information:
 - 10.1.7.1 Brand and Model
 - 10.1.7.2 BCI Group Number
 - 10.1.7.3 Cold Cranking Amps (CCA) and Reserve Capacities (RC) and Vibration Resistance (where applicable)
- 10.1.8. Dating System: Labels/Decals shall be a permanent type, legible for the life of the battery and will not be subject to damage during normal maintenance or environmental conditions.
- 10.1.9. The Contractor shall be responsible for picking up and disposing of used batteries. This service shall be at no cost to the State.

10.2. Antifreeze

- 10.2.1. The products line offered shall meet or exceed the specifications set by all vehicle, engine and equipment manufacturers and be approved for year round use under all load conditions common to normal fleet operations.
- 10.2.2. All products shall be guaranteed against any adverse effect on the original factory engine warranty.
- 10.2.3. As noted in the following definitions each product will meet or exceed the appropriate referenced specifications of:
 - 10.2.3.1 American Society of Testing Materials (ASTM)
 - 10.2.3.2 Society of Automotive Engineers (SAE)
 - 10.2.3.3 Individual manufacturer's specifications and technical service bulletins
 - 10.2.3.4 Recommended Engineering and Maintenance Practice (RP) of the American Trucking Association's (ATA's) Technical and Maintenance Council (TMC).
- 10.2.4. Each product offering MUST include a Material Safety Data Sheet (MSDS) and a full listing of ASTM and Manufacturer's specifications that the product meets. Failure to supply a MSDS and a list of the specifications will result in rejection of offer.
- 10.2.5. All drums shall be supplied as returnable containers. Deposit charges shall be firm for contract period and shall be invoiced separately.
- 10.2.6. The delivery receipt and invoice shall state the number of full containers delivered and empty containers returned.
- 10.2.7. The delivery shall be in satisfactory condition with minimal dents and rust free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours.
- 10.2.8. Contractor shall be required to pick up any empty drums upon delivery of orders. When delivery is made by common carrier, the contractor shall be responsible for scheduling a minimum of drum pick up every four (4) weeks / and final pick up of all empty drums within ninety (90) days of expiration of contract.



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10.2.9. Totes or Intermediate Bulk Containers (IBC) shall be either non-returnable and landfill disposable, or owned by and the responsibility of the Contractor. All requirements for drum shipments and drums shall apply to IBC. Each IBC shall conform to all applicable, federal, state and local laws and regulations that may apply to the shipping of ethylene glycol based products.

10.2.10. All pallets shall be non-deposit, non-returnable.

10.2.11. The Contractor shall be responsible for the complete clean-up of all contamination or spillage resulting from delivery and unloading.

10.3. Remanufactured gas/diesel engines and automatic transmissions

10.3.1. This standard applies to the practice of rebuilding and remanufacturing of reciprocating diesel/gas automotive and industrial engines and automatic transmissions, which are used in conjunction with standard components in applications intended by the original manufacturer.

10.3.2. This standard does not apply to repaired or rebuilt engines or transmissions which may only be partially repaired with little or no machining, nor does it apply to second-hand exchange engines or transmissions on which little or no repair work may have been carried out.

10.3.3. Rebuilt engine/transmission and its synonym remanufactured – describes a unit which has been:

10.3.3.1 Dismantled, cleaned, inspected and machined when necessary to achieve the proper dimensions and finishes per acceptable industry standards.

10.3.3.2 The component has been assembled to proper clearances and manufacturer's specified fastener tightening procedures.

10.3.4. Replacement Components (New Parts): Replacement components are defined as items which are sourced from manufacturers or suppliers who can demonstrate fitness for purpose and who can support their products with written warranty.

10.3.5. Warranty: A written warranty statement as described by this standard shall accompany a component. Minimum warranty required by the State is a 3 year, 36,000 mile standard or better.

10.3.6. To be considered a remanufactured component is defined as all of its internal and external parts cleaned and made free from rust and corrosion, all impaired, defective or substantially worn parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts, all missing parts replaced with new, rebuilt or unimpaired used parts, and machining and other operations performed as are necessary to put the industry product in sound working condition.

11. OPTIONAL SERVICES

11.1. **Contractor should submit if they have the ability to provide the following. This is optional and not a requirement, this will not be part of the evaluation of offers received.**

11.2. Provide a proposed implementation plan to incorporate an inventory / parts management system located at an Eligible Agency location of choice if needed. This is not a guaranteed service, yet a possible service if the need arises.

11.2.1. Contractor staff and exercise total control over and responsibility of inventory onsite at chosen location

11.2.1.1. Inventory to include original equipment manufacturers (OEMs) including but not limited to: Ford, General Motors, Chevrolet, Dodge, Chrysler, International, John Deere, Freightliner, Caterpillar and other miscellaneous manufacturers.

11.2.2. Plan should include the following but not be limited to

11.2.2.1 What a time schedule would look like for transition

11.2.2.2 Proposed inventory plan, initial inventory cost for stock if needed

11.2.2.2.1 Pre-existing inventory to be disbursed on a no-charge basis first

11.2.2.3 Proposed staffing plan based on size of Eligible Agency needs

12. EXCLUSIONS

The following product and item groups are excluded. Upon award or during the term of the contract, the State at its sole discretion, reserves the right to exclude additional products or product categories as determined to be in the State's best interest.



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Exclusions affected during the term of the contract shall be done in the form of a contract amendment, and shall become effective on the date specified in the amendment.

12.1. Tires

12.1.1. Spare tires are allowable

12.2. Items available for purchase on an established State Contract that is available at a rate that is lower and in the best interest of the State.



Special Terms and Conditions

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1. CONTRACT

- 1.1 **Contract.** The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's response. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
 - 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
 - 1.1.2 Following award the Contractor shall contact the Procurement Officer assigned to the contract for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract.
 - 1.1.3 Only the Procurement Officer or their authorized designee is authorized to change or amend the specific terms, conditions or provisions of the contract.
 - 1.1.4 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
 - 1.1.4.1 Changes to the primary contact shall be made in writing to the contract assigned Procurement Officer within thirty (30) days of change.
- 1.2 **Contract Term.** The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.
- 1.3 **Contract Extension.** The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.
- 1.4 **Contract Type.** The contract shall be on an as needed, based on percent off established price list.
- 1.5 **Contract Changes.** The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. Changes in the contract shall be accomplished by a contract amendment change order.
- 1.6 **Eligible Agencies (Statewide).** This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by A.R.S. § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

It is the responsibility of the Contractor to verify if an entity is considered an Eligible Agency prior to providing services utilizing an awarded contract. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.
- 1.7 **Estimated Quantities.** The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed. An estimated spend amount can be found in Exhibit B.
- 1.8 **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.



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- 1.9 Appropriation of Funds. Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to an Eligible Agency or the State of Arizona in the event this provision is exercised, and neither the Eligible Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. ADMINISTRATIVE FEE / USAGE

Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. An example can be found in Exhibit B. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer.

- 2.1 A Quarterly Usage Report shall be submitted at the completion of each quarter during the term of the contract. A usage report is due even when there is no activity. If there were no contract sales receipts during a quarter a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Upon review, report submissions that do not contain all the required information or have entries that are listed incorrectly will be returned to the contractor for correction. For more information on the submission of Quarterly Usage Reports and their content please go to the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. An example can be found in Exhibit B.

- 2.2 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

2.2.1 Note that the Arizona State University, University of Arizona and Northern Arizona University may utilize an awarded contract without the Contractor assessing an administrative fee. The Contractor shall list the universities usage on all quarterly reports under State Agency Customers.

2.2.2 The administrative fee shall not be applied to the purchase of fuel, new vehicles, cab and/or chassis.

- 2.3 The administrative fee shall be calculated as one percent (1.0%) of quarterly sales receipts from the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers

- 2.4 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.

- 2.5 The Administrative Fee shall be a part of the unit prices associated with this contract and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts maintain one set of pricing for all customers and shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

- 2.6 Quarterly Usage Reports and the applicable Administrative Fee shall be submitted to the Arizona Department of Administration, State Procurement Office within 30 days following the end of the quarter. Quarterly Usage Report and Administrative Fee submission schedule is as follows:

July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31

- 2.7 Usage Reports and any questions are to be submitted by email to the State's designated usage report email address: usage@azdoa.gov



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- 2.8 Administrative Fees shall be submitted to the following address:
Department of Administration - Controller's Office
Attn: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007
- 2.9 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

3. PRICING

- 3.1 Percent Discount from a Published List or Catalogue. A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalogue price for the services/products being proposed. The "Base or List Price" is the price charged to an average customer.
 - 3.1.1 A Percentage Discount from Catalogue identifies a percentage discount to be applied to a "Base Price" for services from one or more published catalogues. The "Base Price" will be the price generally applicable to general customers. The catalogue may be published by the Contractor or by the Contractor's supplier. "Published" means generally available to a dealer network distributing those services and products being proposed in either print or electronic formats where an "Auditor" may verify the "Base Price" of a service proposed during the term of a Contract.
 - 3.1.2 Contractor will be responsible for providing and maintaining current "Base or List Pricing" with Eligible Agencies both in their proposal and throughout the term of any Contract resulting from this RFP.
 - 3.1.3 New "Base or List Price" Catalogues may be submitted for review throughout the term of the Contract. The State reserves the right to review subsequent catalogues submitted to determine if the represented services reflect the contracted services. Each new catalogues received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogues shall apply to the Contract only upon approval of the State. Non-approved use of catalogues will result in termination for convenience. New price lists or catalogues found to be offering non-contract items during the Contract would be grounds for terminating the Contract for convenience.
 - 3.1.4 New or optional products or services may be added to the Contract at the time they become available.
- 3.2 Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Scope of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.
- 3.3 Labor Pricing: The Contractor shall indicate labor rates in dollars per hour for repair and services on the proper lines located in Attachment II.
- 3.4 Price Adjustment. The State Procurement Office may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide.
 - 3.4.1 Initial contract prices will be honored for one year after award of contract.
 - 3.4.2 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
 - 3.4.3 All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.



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- 3.5 Price Reductions. Price reductions shall be immediately passed along to the State and may be submitted in writing to the State for consideration at any time during the contract period. The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotion requests shall include difference in pricing, begin and end date of promotion along with the products covered.

4. PRICING MOST-FAVORED CUSTOMER

- 4.1 Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors).
- 4.2 The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

5. PRICE LIST / CATALOGUES (ELECTRONIC/HARD COPY)

- 5.1 Price List / Catalogue. The Contractor must provide a published commercially available catalogue defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:
- 5.1.1 Is regularly maintained by a manufacturer, distributor or Contractor;
 - 5.1.2 Is either published or otherwise available for inspection by customers, and/or general public; and
 - 5.1.3 The published commercially available catalogue shall include, at a minimum:
 - 5.1.3.1 The Contractor's stock keeping number (SKU)
 - 5.1.3.2 A complete and accurate description of the item
 - 5.1.3.3 This unit of measure (UOM)
 - 5.1.3.4 The quantity in the unit of measure (QUOM)
 - 5.1.3.5 List Price / MSRP
- 5.2 Copies of Price Lists / Catalogues. The contractor shall supply, at no charge to the State, price lists / catalogues of contracted items or notices of change to Eligible Agencies upon contract effective date, upon request, or as price lists / catalogues are incorporated into the contract.
- 5.3 Price List / Catalogue Maintenance. The contractor shall provide and maintain electronic and hard copy versions of all contracted price lists / catalogues during the contract term. No alterations, amendments or updates shall be allowed without prior approval by the State. Electronic versions shall be in either of the following formats:
- 5.3.1 Internet versions available through a Universal Resource Locator (URL) link, or;
 - 5.3.2 Portable Document Format (pdf) versions attached to the contract
 - 5.3.3 Excel worksheet
- 5.4 One Version. The State, at its sole discretion, may maintain the contractor's electronic price list / catalogue data or provide electronic links to it through our ProcureAZ web-site. Regardless of the number and types of links to the contractor's electronic price list / catalogue, the contractor shall ensure that all Eligible Agencies are able to access one, and only one, version of contracted price list / catalogue.

6. SHIPPING

- 6.1 Pricing shall include shipping FOB destination statewide: Contract pricing shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer (Eligible Agency) at the time of order. All pricing shall be firm, fixed and inclusive of all freight, delivery, and all other costs incidental to the products purchased. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The



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State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

6.1.1 F.O.B. does not apply to special delivery services such as lift gate or inside delivery services. If the Contractor is required to utilize special delivery services, charges for these services shall be made aware to the Eligible Agency at time of order placement and delivery instructions should be made clear in the purchase order. Costs for these services are to be agreed upon by the Eligible Agency and the Contractor prior to order placement.

6.2 Any shipping costs shall be quoted and billed as a separate line item and shall not be bundled in the product unit costs. Quotes shall show shipping costs as an estimate, if exact costs are not known at time of quotation. The State reserves the right to utilize other shipping carriers if the estimated costs for shipping are deemed to be excessive.

6.3 Due to the unpredictability of the fuel market, under no circumstances will the State accept any surcharges on invoices for fuel.

7. DELIVERY

7.1 Delivery is required as soon as possible but no later than **two (2) working days after receipt of an order**, unless otherwise agreed upon by the Eligible Agency.

7.1.1 Contractor is responsible to check with each Eligible Agency for their specific receiving hours before delivery occurs.

7.2 Deliveries are to be made statewide within the State of Arizona to all Eligible Agencies.

7.2.1 Deliveries are to be made to the location listed on the order, which may include but not be limited to inside buildings, high-rise office buildings, and receiving docks.

7.3 Deliveries may be made to locations inside secure institutional grounds (such as state prisons) that require prior clearances to be made for delivery drivers.

7.3.1 Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. Security clearance procedures may vary from facility to facility.

7.3.1.1 Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause the contractor to be declared in default of contract requirements.

8. PRODUCTS

8.1 New Products. The State, at its sole discretion, reserves the right to include additional products that are within the specifications and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all price list / catalogue updates to all Eligible Agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

8.1.1 Documentation that provides clear evidence that the new products are those that are within the specifications of awarded contract. NO products outside the specifications of the original award shall be allowed.

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

8.2 Warranty. Contractor must honor all manufacturer's warranties and guarantees on all products offered as part of the Master Agreement. If a product warranty extends beyond the term of the Contract, the Contractor must agree to provide warranty services throughout the life of the warranty.

8.2.1 Parts must be warranted to be free of defective parts and workmanship, provided they are properly installed on the vehicle for which they were intended, for the time and mileage shown in the product literature or catalogue.

8.2.2 Statement of warranty is to be provided by the Contractor with items delivered.



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8.2.3 All items ordered, warranty begins on the date of delivery.

8.3 Product Removal. The Contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by the State if available.

8.4 Product Returns. The State reserves the right to return any or all unused parts, in their original container or package, to the Contractor for exchange or credit at the current contract price within thirty (30) calendar days of its delivery.

8.4.1 Contractor shall be responsible for picking up all returns within (7) working days of advance, written notification to include email and fax.

8.5 Product Credit. Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties.

8.5.1 Contractor shall provide credit for the following items:

8.5.1.1. Items ordered or shipped in error

8.5.1.2. Items that are returned within 30 calendar days of delivery

8.5.1.3. Defective or freight-damaged items

8.5.2 The Contractor cannot require the Eligible Agency to deal directly with the manufacturer. In all cases, the Eligible Agency shall have the option of taking an exchange or receiving a credit.

8.6 Product Restocking Fees

8.6.1 The Contractor will not impose a restocking fee on the Eligible Agency under this contract for the following:

8.6.1.1. Items returned that were damaged upon receipt

8.6.1.2. Incorrect items shipped

8.6.1.3. Items that are returned unopened in an original packaging

8.6.1.4. Items that are returned, but exchanged for other items

8.7 Product Discontinuance. In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the State, the Contractor shall make available all electronic and hard price list / catalogue updates to all Eligible Agencies at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

8.7.1 A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.

8.7.2 Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

8.7.3 Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

8.8 Defective Products. All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, re-shipping or other like expenses shall be borne by the contractor. All replacement products must be received by the ordering agency within thirty (30) days of initial notification or as mutually agreed upon by the Eligible Agency and the contractor.

8.9 Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Eligible Agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and product being recalled.



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8.9.1 The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the Eligible Agency. The Contractor shall issue a replacement for the product or credit for any product removed or recalled.

8.9.2 Each Eligible Agency shall have the option of accepting either a replacement product or a credit in exchange for recalled/removed products.

8.10 Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

8.11 Serial Numbers. Any items offered under this contract shall not contain an original manufacturer's serial number that has been altered in any way. Any equipment discovered to have an altered original serial number shall be given a full exchange or refund upon return by the Eligible Agency.

9. LICENSES

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor under this contract.

10. SUBCONTRACTS

10.1 Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment III, Proposed Subcontractors, or a document containing the information requested in Attachment III.

10.2 With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

11. INVOICE – BILLING

11.1 All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the contract release order/purchase order as the bill to address and should contain, at a minimum, the following information:

- Both the contract number and contract release/purchase order number (purchase order number not required if paying with credit card)
- Name and address of the contractor / sub-contractor
- The contractor's remittance address
- Contractor's representative to contact concerning billing questions
- Contractual payment terms
- Date the items were ordered/picked up/shipped/delivered
- Description of items and listing of quantities
 - Labor, parts and taxes are to be listed separately
 - Vehicle Identification Number (VIN) or Serial Number of equipment
- Price per unit and total per unit
- Shipping to be priced separately if applicable
- Total of invoice
- Applicable taxes

11.2 Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the using agency or the State for late or finance charges.

11.3 The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as described herein. Completion of the services



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provided to the State does not constitute acceptance, therefore, only the State acceptance date will be a valid date for starting the thirty (30) calendar day payment period.

12. ORDERING

12.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the Contractor to deliver the material and /or service.

12.2 Procurement card ordering capability: The State and eligible agencies may determine to use a procurement card / credit card, to place and make payment for orders under this Contract. Contractors shall indicate their capability to allow such payments on Attachment I.

12.2.1 No additional fees shall be charged for orders made with a procurement card.

12.3 Ordering Requirements. The Contractor shall provide a comprehensive selection of Aftermarket Automotive Parts and Service in accordance to the requirements stated herein. Contract pricing for Aftermarket Automotive Parts and Service listed in Attachment II and shall be given as best pricing from the contractor. Pricing for all other products outside of those provided under this contract shall be based on a single fixed discount percent (%) off an established price list / catalogue.

12.3.1 The Contractor shall accept orders from any Eligible Agency as defined in Section 1.57 of the Special Terms and Conditions, titled Eligible Agencies.

12.3.2 The Contractor shall provide and maintain applicable toll-free telephone numbers, email addresses, and at least one (1) electronic ordering system through the following methods:

- Electronic – email or online through the State’s e-procurement system or online through a website maintained by the Contractor
- Hard copy purchase orders (PO’s)
- Phone

Failure to maintain this service may be cause for cancellation of the contract.

12.4 Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

12.5 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

12.6 Order Acknowledgement. Contractor shall acknowledge receipt of all orders. Contractor shall notify the Eligible Agency, in writing or electronically, within twenty-four hours of order receipt. Eligible Agencies may accept verbal order acknowledgment when time and circumstances require. At time of order acknowledgement, the Contractor shall make aware all applicable shipping charges to the Eligible Agency.

12.7 Return Policy. In the event ordered and delivered items are returned to the Contractor due solely to a management decision by the Eligible Agency and not due to any fault or error by the Contractor, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the Contractor shall be paid by the ordering agency. Items returned under this provision must be shipped back to the Contractor by the ordering agency not later than 30 calendar days after initial receipt of the items from the Contractor and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment. The Contractor shall not be entitled to a restocking fee.

13. KEY PERSONNEL

13.1 It is essential that the contractor provide an adequate staff of personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.



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- 13.2 Utilizing the required ProcureAZ system requires a certain level of technical competency that should be considered when selecting key personnel.
- 13.3 Key personnel shall be able to address questions and concerns as they arise and be familiar with the scope of work and terms and conditions of the awarded contract.

14. APPROVED DISTRIBUTOR

- 14.1 Approved Distributors are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level. Contractor facility should provide:
 - 14.1.1 Walk-in and will-call order system during regular work hours.
 - 14.1.2 Provide customer service associate to support walk-in and will-call order system.
 - 14.1.3 Provide itemized sales receipts for all walk-in and will-call transactions.
 - 14.1.4 Acceptance of State P-Card.
 - 14.1.4.1. No additional fee shall be charged for the utilization of p-cards / credit cards.
- 14.2 These facilities shall be operated in accordance with State Law and comply with all zoning requirements as implemented by local, county or State governments.
- 14.3 Examples of unacceptable retail sales establishments include houses, garages, or storage rental facilities.
- 14.4 Contractor shall provide a list of authorized distributors to be used on this contract within 15 days after contract award.
 - 14.4.1 Contractor shall update the list on a regular basis as needed.

15. CONTRABAND

- 15.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes (A.R.S.). All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages
- 15.2 DEFINITION – A.R.S. § 13–2501. Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)
- 15.3 PROMOTING PRISON CONTRABAND – A.R.S. § 13–2505
 - 15.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
 - 15.3.2 Promoting prison contraband is a Class 5 felony.

16. RISK AND LIABILITY

- 16.1 **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’



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Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

16.2 *This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

16.3 **INSURANCE REQUIREMENTS:** Contractor and subcontractors 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 performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Garage Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

- General Aggregate \$2,000,000
- Premises and Operations \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Damage to Rental Premises \$ 50,000
- Garage keepers Legal Liability – Direct Primary Coverage:
 - Each Auto \$ 500,000
 - Each Occurrence \$1,000,000

- a. The policy shall be **endorsed to include direct primary Garage keepers Legal Liability coverage.**
- b. Policy shall be endorsed, per this written agreement, to include Products Liability.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, 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.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business 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
 - a. Policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).



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- b. Policy shall be endorsed to include Garagekeepers Coverage on a direct primary basis with the following limits and deductibles:
 - Comprehensive Limit of Insurance \$500,000 each loss
 - Collision Limit of Insurance \$500,000 each loss
- c. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, 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, hired and/or non-owned by the Contractor
- d. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

D. ACCEPTABILITY OF INSURERS: Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.



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All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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 Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
- G. APPROVAL and MODIFICATIONS:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

17. ACCEPTANCE

- 17.1 Each item delivered shall be subject to the Eligible Agency's inspection / acceptance terms and procedures.
- 17.2 Terms and procedures are to be made clear at time of order placement and in agreement between the Eligible Agency and the Contractor.
- 17.3 Equipment returned to the Contractor for corrective action may delay payment. Invoices will be processed for payment only after equipment is accepted by the Eligible Agency.



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1. Definition of Terms

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

- 1.1 *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *“Contractor”* means any person who has a Contract with the State.
- 1.5 *“Days”* means calendar days unless otherwise specified.
- 1.6 *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *“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.
- 1.8 *“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.
- 1.9 *“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.
- 1.10 *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *“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 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this



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Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor



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or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

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, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract; or



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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.
- 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: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;



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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 liens and shall remain free of liens.

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

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

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

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

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

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

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

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

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

7.6.2 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



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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, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 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.



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- 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 interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Special Instructions to Offerors

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1. PRE-OFFER CONFERENCE

- 1.1 A Pre-Offer Conference will be held on the date and time specified on ProcureAZ at the State Procurement Office. More information may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Inquires may be submitted in writing in the Question and Answer (Q & A) section of the solicitation in ProcureAZ.
- 1.3 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. SUBMISSION OF INQUIRIES

Supplemental to Uniform Instructions to Offerors paragraph 2.3, all questions related to this solicitation shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the offer opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements.

3. SOLICITATION EXCEPTIONS

- 3.1 Offerors are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the offer for not responding to the requirements of the RFP.
- 3.2 Any and all Exceptions must be explicitly, fully and separately stated in the offer by completing Attachment V – Solicitation Exceptions, setting forth at a minimum the specific reasons for each exception so that it can be fully considered and, if appropriate, evaluated by The State. All exceptions shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Offeror receiving a less favorable evaluation than without the exception.
- 3.3 Attachment V – Solicitation Exceptions shall be uploaded within ProcureAZ with all other responding Attachments.

4. CONTRACTOR REQUIREMENTS

- 4.1 All potential Contractors are assumed to be professionals in their respective fields. As professionals, Offerors are deemed to be intimately familiar with the spectrum of the Eligible Agency's needs and requirements with respect to the scope of this RFP.
- 4.2 Having knowledge of the Eligible Agency's needs, Offerors are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements.
 - 4.2.1 Offerors should take care to be economical in their response to this RFP.
 - 4.2.2 Offerors are instructed to provide how needs will be met for the life of an awarded contract.
 - 4.2.3 Offerors are instructed to provide all possible solutions for implementing an inventory management system, stocking and staffing the services at any Eligible Agency location as needed.

5. SUBMISSION OF OFFER

- 5.1 Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk (procure@azdoa.gov or 602-542-7600).



Special Instructions to Offerors

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State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626

Description: Aftermarket Automotive Parts and Service

5.2 **Required Documents.** Offer shall include the following documents completed in the format provided and according to any instructions contained within the form or this solicitation. Offerors shall download all documents, complete and save to their computer, upload completed documents as part of their submitted offer in ProcureAZ. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award. Excessive marketing attachments that do not pertain to the required documents listed below are discouraged and may have a negative impact in receiving the offer electronically in ProcureAZ.

5.2.1 **Signed Offer and Acceptance Form**

5.2.2 **Completed Attachment I – Capacity**

5.2.2.1. Offeror shall provide narrative responses where indicated.

5.2.2.2. The Offeror shall indicate all areas that the Contractor is able to provide services in.

5.2.3 **Completed Attachment II – Price Schedule**

5.2.4 **Completed Attachment III – Proposed Sub-Contractors**

5.2.5 **Completed Attachment IV – References**

5.2.5.1. **References and Experience Verification.** The Offeror agrees that by submitting an Offer, the State or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer.

5.2.5.2. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

5.2.6 **Completed Attachment V – Solicitation Exceptions Taken by Offeror:**

Any exceptions, deviations, or contingencies an Offeror may have to the terms and conditions contained herein must be documented on Attachment V and submit as an attachment to their offer.

5.2.7 **Price Lists / Catalogues:** Offerors shall submit, as an attachment to their offer any price lists or catalogues that a percent of discount off is being offered.

5.2.8 **Aftermarket Parts Price Sheet (excel file):** - Offerors shall provide specific parts pricings. Without this document, offers will not be evaluated and will be marked as non-responsive.

6. SUBMISSION OF PRICING

Offer shall submit pricing according to paragraphs below. Failure to submit pricing according to these instructions may negatively affect the scoring of your response and may be grounds for determining the response as not susceptible for award.

6.1 Cost is the primary evaluation criteria for the award of this RFP. Cost evaluation will be based on the discount (%) offered.

6.1.1 **The State's intent is to obtain the best pricing and facilitate a straightforward comparison among all Proposals received.**

6.2 **Price List / Catalogue Pricing.** The Offeror shall provide a single discount percentage (%) off an established price list / catalogue for all products available for purchase as stated in the Scope of Work. The Offeror shall indicate the price list / catalogue discount where indicated on Attachment II and by completing the line item in ProcureAZ. **"A copy of the applicable price list / catalogue(s) shall be attached with the offer."**

6.2.1 Price List / Catalogue pricing may be separated by manufacturer and a different percentage may be given per separate manufacturer.

6.2.2 Offeror shall list the name of each manufacturer on Attachment II and supply a price list / catalogue that references each manufacturer listed.

6.2.3 Discounts shall be whole percentages (no decimals).



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- 6.3 ProcureAZ Line Items. Offeror's shall enter \$1.00 in the Unit Cost field to indicate their intent to submit pricing as stated in the Scope of Work.
- 6.4 Excel Price Sheet. For evaluation purposes, the Offeror must submit specific parts pricing utilizing the provided excel document titled, "Aftermarket Parts Price Sheet". This document is to be submitted as an excel file.

EVALUATION

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Cost
Capacity of Offeror
Conformance to Scope of Work
Conformance to Terms, Conditions and Instructions

- 6.5 Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby offers are evaluated to determine which offers are within a competitive range. Discussions and negotiations may then be carried out with Offeror's within the competitive range, after which BAFOs may be requested.
- 6.6 The State may select an offer for award without any discussions or negotiations or request for any BAFOs. Subject to the State's right to reject any or all Proposals, the Offeror whose offer is found to be most advantageous to the State will be selected.

7. NEGOTIATIONS

- 7.1 In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct negotiations with those Offeror's who submit proposals determined by the State to be reasonably susceptible of being selected for award.

8. BEST AND FINAL OFFERS

- 8.1 If discussions are conducted, the State shall issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of BAFO's. BAFO's shall be requested only once; unless the State makes a determination that it is advantageous to conduct further discussions.

9. AWARD

In accordance with the Arizona Procurement Code 41-2533, competitive sealed bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the solicitation.

- 9.1 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 9.2 Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.
- 9.3 **Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire life of an awarded Contract a certificate of insurance with the above coverage and having the State of Arizona identified as an additional insured. The coverage is to be maintained in full effect during the term of any Contract resulting from this RFP.**



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1. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 “*Best and Final Offer*” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.
- 1.3 “*Contract*” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4 “*Contract Amendment*” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.5 “*Contractor*” means any person who has a Contract with a state governmental unit.
- 1.6 “*Day*” means calendar days unless otherwise specified.
- 1.7 “*eProcurement (Electronic Procurement)*” means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Proposals, Request for Proposals, and Request for Quotations.
- 1.8 “*Exhibit*” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9 “*Offer*” means a response to a solicitation.
- 1.10 “*Offeror*” means a person who responds to a Solicitation.
- 1.11 “*Person*” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.12 “*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 C5contract.
- 1.13 “*Solicitation*” means a Request for Proposals (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.14 “*Solicitation Amendment*” means a change to the Solicitation issued by the Procurement Officer.
- 1.15 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.16 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3 Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State’s eProcurement system. All responses to inquiries will be answered in the State’s eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are



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prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

- 2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1 Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.
- 3.3 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.3.1 Request for Proposals. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.3.2 Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6 Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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- 3.7 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 3.7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.8 Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.9 Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.10 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.11 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.
- 4. Submission of Offer**
- 4.1 Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.



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- 4.5 Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “confidential.” An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.6 Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State’s eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6 Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
- 5.7.2 Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

- 6.1 Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer’s signature



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on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

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

7. Protests

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

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

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Attachment I

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State Procurement Office
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Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
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Please respond to the following items according to any instructions. Each response should demonstrate the Offeror's ability to satisfy the Scope of Work and the requirements as stated in this solicitation. All information contained in the offer shall be current and factual. Failure to respond according to these or any other instructions contained in this solicitation may have a negative impact on the scoring of the offer.

The following responses shall be uploaded as an attachment in ProcureAZ with your submitted offer and titled, "Attachments", any additional pages needed should be included into one document when uploading Attachments.

Business Capacity. The Contractor shall indicate their ability to manage numerous individual accounts in order to meet the demands of all eligible agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.

Key Personnel (Contract Contact):

Back-up Key Personnel:

Name: _____

Name: _____

Telephone No.: _____

Telephone No.: _____

E-Mail: _____

E-Mail: _____

Experience: Offeror shall provide a minimum of three references on Attachment IV:

Years' Experience performing services similar in size and scope as required by this solicitation.	
Years the organization has conducted business in the State of Arizona.	

Ordering Capabilities: The Offeror shall indicate their ability to provide the following ordering methods:

Indicate Yes / No	<u>Electronic/P-Card</u>	<u>Purchase Order</u>	<u>Phone</u>	<u>Fax</u>	<u>Walk-in</u>

Statewide Capacity: The Offeror shall indicate their ability to accommodate a statewide contract. Offeror's can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees below: (If service is available but not delivery, place a N/A under cost. If there is no charge, place a zero (0) under cost)

	Y/N	Cost		Y/N	Cost		Y/N	Cost
Apache:	___	\$ _____	Greenlee:	___	\$ _____	Pima:	___	\$ _____
Cochise:	___	\$ _____	La Paz:	___	\$ _____	Pinal:	___	\$ _____
Coconino:	___	\$ _____	Maricopa:	___	\$ _____	Santa Cruz:	___	\$ _____
Gila:	___	\$ _____	Mohave:	___	\$ _____	Yavapai:	___	\$ _____
Graham:	___	\$ _____	Navajo:	___	\$ _____	Yuma:	___	\$ _____

Warranty: The Offeror shall explain their minimum warranties that are included for all their products, services and/or repairs.



Attachment I

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Core Charge Program. The Contractor shall state if there is a Core Charge Program available. The Contractor shall explain their requirements for all core charges including which products are eligible for core returns and time limits.

Products. Contractor shall give a narrative to the products available as well as list any availability for services if needed and state what those services are. Labor rates shall be listed in the Price Schedule.

Conformance to Scope of Work:

Offeror has read, understands, and shall comply with the Scope of Work. Offerors that accept the State’s Scope of Work shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Scope of Work shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Scope of Work and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Scope of Work and will comply in any resultant contract with the exceptions listed on Attachment V.

Conformance to Terms and Conditions:

Offeror has read, understands, and shall comply with the Terms and Conditions. Offerors that accept the State’s Terms and Conditions shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Terms and Conditions shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Terms and Conditions and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Terms and Conditions and will comply in any resultant contract with the exceptions listed on Attachment V.

Conformance to Instructions to Offerors:

Offeror has read, understands, and shall comply with the Instructions to Offerors. Offerors that accept the State’s Instructions to Offerors shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Instructions to Offerors shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Instructions to Offerors and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Instructions to Offerors and will comply in any resultant contract with the exceptions listed on Attachment V.



Attachment II

Arizona Department of Administration
State Procurement Office
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Phoenix, AZ 85007

Solicitation No.: ADSP016-00005626
Description: Aftermarket Automotive Parts and Service

Price Schedule

Pricing (submitted through ProcureAZ):

Pricing shall be submitted by the Contractor in the form of an uploaded Price List (i.e. excel spreadsheet, pdf, etc.), in ProcureAZ in accordance to the Special Instructions to Offerors.

For evaluation purposes only, the Contractor must submit specific parts pricing utilizing the attached excel document titled, "Aftermarket Parts Price Sheet"

Price List / Catalogue Pricing: (Any manufacturer available by Offeror may be written in below)

Catalogue discount is a fixed percentage off of a price list / catalogue pricing. Offeror must supply a hard copy per the specifications of all price lists / catalogues referenced. Failure to submit the above requested information may be cause for rejection of the offer.

Offerors may submit price lists via the web address location (Internet-based Catalogue) of the published public price list. If this option is selected, the price list must be accessible by the Eligible Agencies. The Eligible Agencies must be able to locate the proposed items and verify that the offered pricing reflects the proposed discount.

Price List web address if applicable: _____

Percentage (%) of discount off approved Offeror price list / catalogue: _____%

Manufacturer

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Any rate shall be based at a rate equal to or less than those published within the "ALLDATA: or "Mitchell" flat rate manuals or the actual hours used for labor, whichever is less. Offeror shall describe the type of services considered, "Light, Medium or Heavy" Duty.

Offeror shall enter a \$1 into the price field for the following line items within ProcureAZ and provide actual pricing below:

	Service	Business Hours	After Hours	Preventative Maintenance	Holidays	Weekends
Line Item	Days and Times of Operation					
2	Light Duty Labor Rates					
Description:						
3	Medium Duty Labor Rates					
Description:						
4	Heavy Duty Labor Rates					
Description:						

Restocking Fees:

Restocking fees for Special Order Parts Return: _____%

Restocking fees for Obsolete Parts Return: _____%



Attachment III

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Specifications.

- If the Offeror will not subcontract any portion of this solicitation's Specifications and will be performing this solicitation's Specifications entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

NO, the above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

YES, the above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted contractor's response) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

SUBCONTRACTOR INFORMATION

Name/Contact Information	Small Business (Y/N)	Type of Service	%



Attachment IV

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

BUSINESS REFERENCES

Please list the name, address, contact name, and telephone number for at least three (3) organizations for whom your company has provided services of a similar size and scope within the past 36 months. These references may be checked, so please make sure all information is accurate and current. Inability to verify references may have a negative impact during evaluation of solicitation for award.

A. Organization: _____
 Address: _____
 City/State/Zip Code: _____
 Contact: _____
 Telephone Number: _____
 Date of Contract Initiation: _____
 Type of Services Provided: _____

B. Organization: _____
 Address: _____
 City/State/Zip Code: _____
 Contact: _____
 Telephone Number: _____
 Date of Contract Initiation: _____
 Type of Services Provided: _____

C. Organization: _____
 Address: _____
 City/State/Zip Code: _____
 Contact: _____
 Telephone Number: _____
 Date of Contract Initiation: _____
 Type of Services Provided: _____

D. Organization: _____
 Address: _____
 City/State/Zip Code: _____
 Contact: _____
 Telephone Number: _____
 Date of Contract Initiation: _____
 Type of Services Provided: _____



Attachment V

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

SOLICITATION EXCEPTIONS TAKEN BY OFFEROR

Offeror Name: _____

Responder Name: _____ Phone: _____

Note: This is a sample form. Original must be completed and attached to Offeror response. Any exceptions to the Terms, Conditions, Specifications, or Solicitation Forms contained herein shall be noted in writing and included with the offer submittal. Additional pages may be attached as needed.

Solicitation Page #	Section	Term, Condition, Specification, Form	Exception



Exhibit A

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Service Counties: The Contractor shall indicate on Attachment I their ability to provide services for each of the counties indicated on the map below:





Exhibit B

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Estimated Spend: The estimated spend for this contract is **\$106,362,943** annually. The State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated and completed on any awarded contract.

Usage report: This file can be found at: <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Example of Quarterly Usage Report Cover letter:

SPO Form 799
Updated 10-1-2014

Date: _____
TO:
Arizona Department of Administration
Comptroller's Office
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, Arizona 85007

RE: Usage Report and Statewide Contracts Administrative Fee

Statewide contract number: _____
Contract description: _____
Vendor name: _____
Fiscal quarter: July 1 - September 30, 2014 , SFY 15-1, CY 14-3

This is a summary of the Quarterly Report for the referenced Statewide contract showing all sales receipts as well as applicable administrative fee assessments for the referenced quarter. According to the usage detail report, sales receipts and administrative fee assessments under the referenced statewide contract are as follows:

A. Total sales receipts from State agencies, boards and commissions	_____
B. Total sales receipts from members of the State Purchasing Cooperative	_____
C. Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative	_____ \$0.00

As applicable under the referenced Statewide contract, a check for the total in "C" is attached.

Questions about this report may be directed to the contact person as shown in ProcureAZ and/or the following contact person:

Name: _____
Company: _____
Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____

Enclosure

**If sending in a payment, please print a copy of this completed form and attach it to your payment.
Please mail both to the address at the top of this form.**



Exhibit B

Arizona Department of Administration
State Procurement Office
 100 N. 15th Ave, Suite 201
 Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
 Description: Aftermarket Automotive Parts and Service

Example of Quarterly Usage Report:


		SPO Form 801 Updated: October 1, 2014	
Usage Report & Admin Fee			
Quarter: July 1 - September 30, 2014, SFY15-1, CY14-3			
Contract No: _____			
Contract Description: _____			
Vendor Name: _____			
Vendor Contact Person: _____			
Phone No.: _____			
E-Mail: _____			
A. State Agency Customers <small>Includes agencies, boards and commissions of the State of Arizona. List State Agency Customer's primary name first, then any subsequent department, division or office names. Click on link below for an updated list.</small> State Agency List		<small>A. State Customer Sales Receipts Total</small> -	No admin fee
	<small>Or number of similar ordering document issued by the Customer</small>	<small>Actual amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits</small>	
	Purchase Order No.	Sales Receipts	
B. State Purchasing Cooperative Customers <small>Includes Cities, Counties, School Districts, nonprofit organizations, etc. List Cooperative Customer's primary name first, then any subsequent department, division or office names. Click link below for an updated list.</small> State Purchasing Cooperative Membership List		<small>B. Cooperative Customers Sales Receipts Total</small> -	C. Admin Fee Tot <small>One percent (1.0%) of Sales Receipts</small> 1% Admin Fee
	<small>Or number of similar ordering document issued by the Customer</small>	<small>Actual amounts received under the referenced Purchase Order, minus Taxes, Returns or Credits</small>	
	Purchase Order No.	Sales Receipts	



Exhibit C

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Web addresses to statutes, codes and terms cited throughout solicitation:

Arizona Revised Statutes (A.R.S.)

- 12-510. Exemption of state from limitations; <http://www.azleg.gov/ars/12/00510.htm>
- 12-529. Defenses available for certain actions by the state or person claiming through the state; <http://www.azleg.gov/ars/12/00529.htm>
- 12-1518. State and political subdivisions; use of arbitration; <http://www.azleg.gov/ars/12/01518.htm>
- 13-2505. Promoting prison contraband; exceptions; x-radiation; classification; <http://www.azleg.state.az.us/ars/13/02505.htm>
- 23-214. Verification of employment eligibility; e-verify program; economic development incentives; list of registered employers; <http://www.azleg.gov/ars/23/00214.htm>
- 23-901. Worker's Compensation, Definitions; <http://www.azleg.state.az.us/ars/23/00901.htm>
- 35-154. Unauthorized obligations; effect; liability; <http://www.azleg.gov/ars/35/00154.htm>
- 35-214. Inspection and audit of contract provisions; <http://www.azleg.state.az.us/ars/35/00214.htm>
- 35-215. Influencing, obstructing or impairing audit; classification; <http://www.azleg.state.az.us/ars/35/00215.htm>
- 38-511. Cancellation of political subdivision and state contracts; definition; <http://www.azleg.gov/ars/38/00511.htm>
- 41-621. Purchase of insurance; coverage; limitations; exclusions; definitions; <http://www.azleg.state.az.us/ars/41/00621.htm>
- 41-1461. Discrimination in Employment, Definitions; <http://www.azleg.gov/ars/41/01461.htm>
- 41-1462. Exemption; nonresident aliens, religious institutions; <http://www.azleg.gov/ars/41/01462.htm>
- 41-1463. Discrimination; unlawful practices; definition; <http://www.azleg.gov/ars/41/01463.htm>
- 41-1464. Other unlawful employment practices; opposition to unlawful practices; filing of charges; participation in proceedings; notices and advertisements for employment; <http://www.azleg.gov/ars/41/01464.htm>
- 41-1465. Age discrimination; affected individuals; <http://www.azleg.gov/ars/41/01465.htm>
- 41-2501. Arizona Procurement Code, General Provisions, Applicability; <http://www.azleg.gov/ars/41/02501.htm>
- 41-2534. Competitive sealed proposals; <http://www.azleg.state.az.us/ars/41/02534.htm>
- 41-2631. Intergovernmental Procurement, Definitions; <http://www.azleg.gov/ars/41/02631.htm>
- 41-2632. Cooperative purchasing authorized; definitions; <http://www.azleg.gov/ars/41/02632.htm>
- 41-4401. Government procurement; e-verify requirement; definitions; <http://www.azleg.gov/ars/41/04401.htm>

United States Code (U.S.C.) <http://uscode.house.gov/>

Title 2 – The Congress

2 U.S.C. § 1601. Disclosure of Lobbying Activities, Findings;

Title 5 – Government Organization and Employees

5 U.S.C. § 552a. Records maintained on individuals;

Title 18 – Crimes and Criminal Procedure

18 U.S.C. § 1001. Fraud and False Statements or Entries Generally

Title 26 – Internal Revenue Code

26 U.S.C. § 6041A. Returns regarding payments of remuneration for services and direct sales;

Title 29 – Labor

29 U.S.C. § 623. Prohibition of age discrimination

Title 31 – Money and Finance

31 U.S.C. § 1352. Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions;

31 U.S.C. § 3801. Administrative Remedies for False Claims and Statements Definitions;

Title 33 – Navigation and Navigable Waters

33 U.S.C. § 1251. Congressional declaration of goals and policy;



Exhibit C

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Title 41 – Public Contracts

41 U.S.C. Chapter 83. Buy American;

Title 42 – The Public Health and Welfare-Air Quality and Emission Limitations

42 U.S.C. § 2000d. Federally Assisted Programs

42 U.S.C. § 2000e. Equal Employment Opportunities

42 U.S.C. § 6102. Prohibition of Discrimination

42 U.S.C. §§ 7401. Congressional findings and declaration of purpose;

42 U.S.C. § 12112. Employment Discrimination

42 U.S.C. § 12132. Public Services, Prohibition Against Discrimination and Other Generally Applicable Provisions

Title 49 - Transportation

49 U.S.C. § 5302. Public Transportation Definitions;

49 U.S.C. § 5307. Urbanized area formula grants;

49 U.S.C. § 5309. Fixed guideway capital investment grants;

49 U.S.C. § 5310. Transportation for Elderly Persons and Persons with Disabilities;

49 U.S.C. § 5311. Formula grants for rural areas;

49 U.S.C. § 5323. Public Transportation General Provisions;

49 U.S.C. § 5325. Contract requirements;

49 U.S.C. § 5332. Public Transportation Nondiscrimination

49 U.S.C. § 40118. Government-financed Air Transportation;

Code of Federal Regulations (C.F.R.) <http://www.ecfr.gov>

TITLE 29—Labor

29 C.F.R. § 1630. Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act

TITLE 41—Public Contracts and Property Management

41 C.F.R. § 60. Standards of Performance for New Stationary Sources

41 C.F.R. § 301-10. Transportation Expenses;

TITLE 49—Transportation

49 C.F.R. § 18.36(i). Procurement;

49 C.F.R. § 19.48. Contract Provisions

49 C.F.R. § 20. New Restrictions on Lobbying;

49 C.F.R. § 29. Government-wide Debarment and Suspension

49 C.F.R. § 31. Program Fraud Civil Remedies

49 C.F.R. § 38. ADA Accessibility Specifications for Transportation Vehicles;

49 C.F.R. § 523. Vehicle Classification;

49 C.F.R. § 567.4. Requirements for Manufacturers of Motor Vehicles;

49 C.F.R. § 633.17 PMO Contractor Eligibility

49 C.F.R. § 661. Buy America Requirements;

49 C.F.R. § 663. Pre-Award and Post-Delivery Audits or Rolling Stock Purchases;

49 C.F.R. § 665. Bus Testing



Exhibit D

Arizona Department of Administration
 State Procurement Office
 100 N. 15th Ave, Suite 201
 Phoenix, AZ 85007

Solicitation No.: ADSP016-00005626
 Description: Aftermarket Automotive Parts and Service

	CERTIFICATE OF INSURANCE		ADOA – SPO		
	CONTRACT NO. ADSP016-00XXXXXX		100 N 15 th Avenue,		
	VENDOR		Suite 201 PHOENIX, AZ 85007		
<p>PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.</p>					
NAME AND ADDRESS OF INSURANCE AGENCY:			COMPANY LETTER	COMPANIES AFFORDING COVERAGE	
			A		
			B		
NAME AND ADDRESS OF INSURED:			C		
			D		
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
GENERAL AGGREGATE:	\$2,000,000.00		COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FORM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE)		
BODILY INJURY: PER PERSON	\$1,000,000.00				
EACH OCCURRENCE	\$1,000,000.00				
PROPERTY DAMAGE	\$1,000,000.00				
OR					
BODILY INJURY					
AND					
PROPERTY DAMAGE	\$1,000,000.00				
COMBINED					
SAME AS ABOVE					
NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM			UMBRELLA LIABILITY		
STATUTORY EACH ACCIDENT	\$500,000.00		WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY		
EACH OCCURRENCE	\$1,000,000.00		PROFESSIONAL LIABILITY		
	ACTUAL REPLACEMENT COST		PERSONAL PROPERTY (IF APPLICABLE)		
STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.			IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.		
NAME AND ADDRESS OF CERTIFICATE HOLDER ADOA – SPO 100 N 15 th Ave, Suite 201 Phoenix, Arizona 85007			DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE		

2012 FORD ESCAPE VIN 1FMCU9DGXCKC70046

PART DESCRIPTION	AFTERMARKET P/N QUOTED	UNIT PRICE	STANDARD WARRANTY
COMPRESSOR-A/C; NEW			
COMPRESSOR-A/C; REMAN			
ROTOR-BRAKE; FRONT			
HUB ASSY WITH BEARING; FRONT			
SHOCK ABSORBER-REAR			
CATALYTIC CONVERTER			
ALTERNATOR-NEW			
ALTERNATOR-REMAN			
RADIATOR			
MODULE-FUEL PUMP			
PUMP-POWER STEERING			
MASTER CYLINDER-BRAKE; WITH RESERVOIR			
PUMP-WINDSHIELD WASHER			
REGULATOR-POWER WINDOW W/MOTOR; LF			

2014 CHEVROLET IMPALA VIN 2G1WA5E32E1172798

PART DESCRIPTION	AFTERMARKET P/N QUOTED	UNIT PRICE	STANDARD WARRANTY
COMPRESSOR-A/C; NEW			
COMPRESSOR-A/C; REMAN			
ROTOR-BRAKE; FRONT			
HUB ASSY WITH BEARING; FRONT			
SHOCK ABSORBER-REAR			
CATALYTIC CONVERTER			
ALTERNATOR-NEW			
ALTERNATOR-REMAN			
RADIATOR			
MODULE-FUEL PUMP			
PUMP-POWER STEERING			
MASTER CYLINDER-BRAKE; WITH RESERVOIR			
PUMP-WINDSHIELD WASHER			
REGULATOR-POWER WINDOW W/MOTOR; LF			

2012 DODGEGRAND CARAVAN VIN 2C4RDGBG5CR322691

PART DESCRIPTION	AFTERMARKET P/N QUOTED	UNIT PRICE	STANDARD WARRANTY
COMPRESSOR-A/C; NEW			
COMPRESSOR-A/C; REMAN			
ROTOR-BRAKE; FRONT			
HUB ASSY WITH BEARING; FRONT			
SHOCK ABSORBER-REAR			
CATALYTIC CONVERTER			
ALTERNATOR-NEW			
ALTERNATOR-REMAN			
RADIATOR			
MODULE-FUEL PUMP			
PUMP-POWER STEERING			
MASTER CYLINDER-BRAKE; WITH RESERVOIR			
PUMP-WINDSHIELD WASHER			
REGULATOR-POWER WINDOW W/MOTOR; LF			

Douglas A. Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

AGENDA

Solicitation ADSP016-00005625
Aftermarket Automotive Parts and Service, Statewide
February 5, 2016, 10:30 AM MST, ADOA Suite 201A Conference Room

1. Welcome & Introductions:
 - 1.1. Procurement Officer: Lori Noyes, (602) 542-7144, Lori.Noyes@azdoa.gov
 - 1.2. Solicitation Due Date: February 19, 2016 at 3:00 PM MST
 - 1.2.1. **LATE OFFERS WILL NOT BE ACCEPTED!**
2. Overview by SPO:
 - 2.1. Purpose of meeting
 - 2.2. Ground Rules
3. Topics for Discussion:
 - 3.1. ProcureAZ Tips
 - 3.1.1. Acknowledge receipt of amendments
 - 3.1.2. Save after EVERY change made in ProcureAZ
 - 3.1.3. Make sure you hit the submit button on your quote!
 - 3.1.4. Place \$1.00 for unit cost where instructed for line items offered by Bidder
 - 3.1.5. Do NOT wait until the last minute. Last minute computer problems cannot be an excuse for late bids. Late bids WILL NOT be accepted.
4. Solicitation:
 - 4.1.1. Offer and Acceptance
 - 4.1.2. Specifications
 - 4.1.3. Special Terms and Conditions
 - 4.1.4. Uniform Terms and Conditions
 - 4.1.5. Special Instructions
 - 4.1.6. Uniform Instructions
 - 4.1.7. Attachments
 - 4.1.8. Exhibits
 - 4.1.9. Line Items
5. Closing



ADOA State Procurement Office

Pre-Offer Meeting – Aftermarket Automotive Parts and Service, Statewide

SIGN IN SHEET

02/05/2016

10:30AM

SPO 201A

Please Sign In

NAME	ORGANIZATION	E-MAIL ADDRESS	PHONE NUMBER
VINCENT A. LARMEY	CARQUEST AUTO PARTS	VINCE.LARMEY@ADVANCE-AUTO.COM	602 622 2072
Laura Payne	" " "	laura-payne@carquest.com	954-383-2369
NICK NAUDELO	USD INC	nick@usdparts.com	602-670-6821
BRANT WARNER	FACTORY MOTOR PARTS	b.warner@fmpco.com	480.358.7690
Aarin Centers	NAPA Auto Parts	Aam-Centers@gmpt.com	602 520-8718
Christian Dome	NAPA Auto Parts		
Rob Milliken	NAPA Auto Parts		
Larry Baragar	Earnhardt Auto Centers	Larry.Baragar@earnhardt.com	602-810-0314
Sterling Wright	Wright Mobile Repair	schwmsa@gmail.com	602-316-5244
Jennifer Wenger	SPO	jennifer.wenger@azdoo.gov	602 542 8964
Vincent Lopez	lopez inc.	Greenway Family Auto @Hotmail	602 561 8583



ADOA State Procurement Office

Pre-Offer Meeting – Aftermarket Automotive Parts and Service, Statewide

SIGN IN SHEET

02/05/2016

10:30AM

SPO 201A

Please Sign In

NAME	ORGANIZATION	E-MAIL ADDRESS	PHONE NUMBER
Jenner Robles	ADVANCE Auto	Jenner.Robles@ADVANCE.Auto.com	602 317-1135
Dennis BRABBS	FMP Factory Motor Parts	d.brabbs@fmpco.com	602-300-5841
Patricia Benner	Courtesy	pbenner@courtesychev.com	
Jack Walker	" "		602-364-6075
MARK Skinner	" "		
Phil Cochren	Cummins Rocky Mtn	phil.cochren@cummins.com	480-748-0484
JIM CROSSON	THE PARTS AUTHORITY	JCROSSON@PARTSAUTHORITY.COM	480 234 1788
Aljosa Benkovic	Mohrle C.C.C.	al_benk@ohio.com	603-434-6052
Paula Marr	Lopano Inc	greenwayfamilyauto@hotmail.com	629-977-5322

low

THE ARIZONA REPUBLIC

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

Angelina Aguilar, being first duly sworn, upon oath deposes and says: That she is a legal advertising representative of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published in Phoenix, Arizona, by Phoenix Newspapers Inc., which also publishes The Arizona Republic, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates as indicated.

The Arizona Republic

February 2, 2016

Angelina Aguilar

Sworn to before me this
2ND day of
February A.D. 2016



Brian Billings
Notary Public

The Arizona State Procurement Office has issued Solicitation No. ADSP016-00005625. Automotive Aftermarket Parts and Service, State-wide. Proposals are due on February 19, 2016 at 3:00 P.M. MST. For details call 602-542-5511 or visit <https://procure.az.gov/>. Pub. Feb. 2, 2016



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

PROCUREMENT DISCLOSURE STATEMENT
ADSP016-00005625
Aftermarket Automotive Parts and Services, Statewide

Dear Employee:

You have been selected to participate in the particular procurement activity as referenced above. Your selection was based on your technical knowledge and expertise in this area. Your regular job duties may not include procurement activities but for the purpose of this process you may play a significant procurement role in one or more of the following: participating in the development of a procurement as defined in ARS § 41-2503; participating in the development of an evaluation tool; approving a procurement as defined in ARS § 41-2503 or an evaluation tool; serving as a technical advisor or an evaluator who evaluates a procurement as defined in ARS § 41-2503; or recommending or selecting a vendor that will provide materials, services or construction to this state.

It is essential that the integrity of the procurement process be maintained to ensure that each Offeror is given fair and equal consideration. Your familiarity with particular brands, types of equipment, material, services, individuals or firms may tend to influence your evaluation; however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

You are required to report to the Procurement Officer, or person facilitating the above referenced procurement process, any actual or potential conflict of interest as defined in A.R.S. § 38-503, § 41-2616C, § 41-753 and § 41-2517. You are also subject to the Code of Ethics set forth in Section R2-5A-501 of the Arizona Department of Administration, Personnel Division, Administrative Rules and Regulations.

An additional consideration is the legal mandate to maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Once the evaluation process has started, it is essential that any contact with Offerors, other than that disclosed, be through, and by, the Procurement Officer or person facilitating the above referenced procurement.

In addition, the Employee shall not have any communication related in any way to the particular procurement, except during formal Committee meetings, with any Offeror or potential subcontractor to that Offeror prior to award, nor shall that Member discuss the proposal or their evaluation with anyone other than the Procurement Officer, or person facilitating the above referenced procurement and Evaluation Committee Members. This is mandatory.

A person who holds a Significant Procurement Role as defined by ARS § 41-741 and § 41-2503 for a particular procurement shall sign a statement before starting any participation that the person has no financial interest in the procurement other than that disclosed and will have no contact with any representative of a competing Offeror related to the particular procurement during the course of evaluation of proposals, except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. The person shall disclose on this statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing offeror and any contact with a representative of a competing offeror during evaluation of proposals except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. A person who has been identified as having a significant procurement role for this procurement and fails to disclose contact with a representative of a competing offeror or who fails to provide accurate information on this statement is subject to civil penalty of at least one thousand dollars but not more than ten thousand dollars.

PROCUREMENT DISCLOSURE STATEMENT

I know of no conflict of interest on my part nor shall I take any action (e.g., commit an indiscretion or accept any gratuities or favors) that would compromise my impartiality or my responsibilities. Should a conflict of interest become known to me relevant to my role, I shall immediately disclose such conflict of interest.

I shall not receive any direct benefit from the utilization of confidential information, specifications, plans, scopes of work, or evaluation tools I prepared or assisted in the preparation of.

I shall maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process that I may be a participant or attend as a committee member or a technical advisor.

I shall maintain strict security and confidentiality regarding the process or decisions regarding any protest or appeal that I am a participant, advisor or decision maker.

Whether recommending or selecting a vendor that will provide materials, services or construction to the State, approving a procurement or an evaluation tool or soliciting quotes greater than ten thousand dollars for the provision of materials, services or construction, I shall maintain strict security and confidentiality regarding the process and decisions to ensure fair competition.

Upon termination of my employment with the State, for any reason, these provisions and statements remain in effect until such time as the solicitation has been successfully awarded by the State, or the State provides me a written release. These provisions and statements apply if I accept employment with any entity, its affiliates, subcontractors, or business partners that may submit an offer or are included in an offer to this solicitation. I shall not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation for one year following the delivery of purchased materials or the purchase of services or construction begins.

I understand that if I knowingly violate the terms of this Agreement, I will be subject to suspension for not less than ninety days or dismissal from State service.

The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the State Statutes and Rules regarding personnel, conflict of interest, confidentiality and procurement.

Please check the box below if applicable:

Yes No I am an architect or an engineer registered pursuant to section 32-121

Yes No I am a State employee who was employed within the past year by a person or firm responding to a solicitation, pursuant to section 41-2517(E)

Signature 

Name (Print) Cona-Lyn Frederico

Title Equip. Regional Manager

Date 10-14-15

Agency ADC

Phone 602-568-7495

PROCUREMENT DISCLOSURE STATEMENT

As mandated by A.R.S. § 38-503, I, Guadalupe Federico, have listed on this form all ownerships, employments, public and private affiliations and relationships held by me and/or a relative¹ which may have a substantial (pecuniary² and proprietary³) interest as defined in A.R.S. § 38-502 (11) in any contract, sale, purchase or service involving the agency. I understand that as my interests or those of my relatives change, I may need to modify this statement.

The substantial interests, both pecuniary and proprietary, held by me and/or a relative which may involve the State include (attach additional sheets as necessary):

During the course of my regular business, I may have contact, unrelated to this procurement, with the Offerors listed below, who have submitted proposals in response to this solicitation (attach additional sheets as necessary):

¹"Relative" means my spouse, child, child's child, parent, grandparent, brother or sister (of the whole or half-blood) and their spouses and the parent, brother, sister or child of my spouse.

²"Pecuniary" means money or economic or other benefits that can be valued in monetary terms

³"Proprietary" means ownership or rights by virtue of ownership, whether public or private.

Citations listed above are available on the SPO website, www.spo.az.gov.

Statements

The Undersigned attests to and agrees to abide by the following statements:

I have read and understand the above and agree to be bound by the rules and principles represented. If applicable, I have also received, read and understand the Evaluation Committee Instructions for this procurement. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. Further, I will not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation during the defined time frame stated in ARS § 41-753. I will maintain all deliberations of the Evaluation Committee in strict confidence during the evaluation process. My recommendations shall be based upon an objective/subjective review of the Offeror's response and the appropriate award criteria from the solicitation in accordance with the Arizona Procurement Code. I have read and understand ARS § 41-753, § 41-2517 and § 41-2616C and will fully comply with the requirements.

I have not and will not communicate with any potential Offeror or vendor in preparation of specifications/scopes of work, evaluation tool or other confidential information related to the above referenced Solicitation which would provide an unfair advantage or to prepare specifications/scopes of work which favor particular vendor(s).

I have not and will not provide insight, confidential information or assistance to any potential Offeror or vendor that might give an unfair advantage or inhibit fair competition for the above referenced Solicitation. My input regarding the development of the Solicitation documents, if any, has been and will be based solely on the State's requirements. I have not and will not communicate those requirements or confidential information to any potential Offeror or vendor.



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

PROCUREMENT DISCLOSURE STATEMENT
ADSP016-00005625
Aftermarket Automotive Parts and Services, Statewide

Dear Employee:

You have been selected to participate in the particular procurement activity as referenced above. Your selection was based on your technical knowledge and expertise in this area. Your regular job duties may not include procurement activities but for the purpose of this process you may play a significant procurement role in one or more of the following: participating in the development of a procurement as defined in ARS § 41-2503; participating in the development of an evaluation tool; approving a procurement as defined in ARS § 41-2503 or an evaluation tool; serving as a technical advisor or an evaluator who evaluates a procurement as defined in ARS § 41-2503; or recommending or selecting a vendor that will provide materials, services or construction to this state.

It is essential that the integrity of the procurement process be maintained to ensure that each Offeror is given fair and equal consideration. Your familiarity with particular brands, types of equipment, material, services, individuals or firms may tend to influence your evaluation; however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

You are required to report to the Procurement Officer, or person facilitating the above referenced procurement process, any actual or potential conflict of interest as defined in A.R.S. § 38-503, § 41-2616C, § 41-753 and § 41-2517. You are also subject to the Code of Ethics set forth in Section R2-5A-501 of the Arizona Department of Administration, Personnel Division, Administrative Rules and Regulations.

An additional consideration is the legal mandate to maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Once the evaluation process has started, it is essential that any contact with Offerors, other than that disclosed, be through, and by, the Procurement Officer or person facilitating the above referenced procurement.

In addition, the Employee shall not have any communication related in any way to the particular procurement, except during formal Committee meetings, with any Offeror or potential subcontractor to that Offeror prior to award, nor shall that Member discuss the proposal or their evaluation with anyone other than the Procurement Officer, or person facilitating the above referenced procurement and Evaluation Committee Members. This is mandatory.

A person who holds a Significant Procurement Role as defined by ARS § 41-741 and § 41-2503 for a particular procurement shall sign a statement before starting any participation that the person has no financial interest in the procurement other than that disclosed and will have no contact with any representative of a competing Offeror related to the particular procurement during the course of evaluation of proposals, except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. The person shall disclose on this statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing offeror and any contact with a representative of a competing offeror during evaluation of proposals except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. A person who has been identified as having a significant procurement role for this procurement and fails to disclose contact with a representative of a competing offeror or who fails to provide accurate information on this statement is subject to civil penalty of at least one thousand dollars but not more than ten thousand dollars.

PROCUREMENT DISCLOSURE STATEMENT

As mandated by A.R.S. § 38-503, I, GARY RICKEY, have listed on this form all ownerships, employments, public and private affiliations and relationships held by me and/or a relative¹ which may have a substantial (pecuniary² and proprietary³) interest as defined in A.R.S. § 38-502 (11) in any contract, sale, purchase or service involving the agency. I understand that as my interests or those of my relatives change, I may need to modify this statement.

The substantial interests, both pecuniary and proprietary, held by me and/or a relative which may involve the State include (attach additional sheets as necessary):

NONE

During the course of my regular business, I may have contact, unrelated to this procurement, with the Offerors listed below, who have submitted proposals in response to this solicitation (attach additional sheets as necessary):

NONE

¹"Relative" means my spouse, child, child's child, parent, grandparent, brother or sister (of the whole or half-blood) and their spouses and the parent, brother, sister or child of my spouse.

²"Pecuniary" means money or economic or other benefits that can be valued in monetary terms

³"Proprietary" means ownership or rights by virtue of ownership, whether public or private.

Citations listed above are available on the SPO website, www.spo.az.gov.

Statements

The Undersigned attests to and agrees to abide by the following statements:

I have read and understand the above and agree to be bound by the rules and principles represented. If applicable, I have also received, read and understand the Evaluation Committee Instructions for this procurement. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. Further, I will not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation during the defined time frame stated in ARS § 41-753. I will maintain all deliberations of the Evaluation Committee in strict confidence during the evaluation process. My recommendations shall be based upon an objective/subjective review of the Offeror's response and the appropriate award criteria from the solicitation in accordance with the Arizona Procurement Code. I have read and understand ARS § 41-753, § 41-2517 and § 41-2616C and will fully comply with the requirements.

I have not and will not communicate with any potential Offeror or vendor in preparation of specifications/scopes of work, evaluation tool or other confidential information related to the above referenced Solicitation which would provide an unfair advantage or to prepare specifications/scopes of work which favor particular vendor(s).

I have not and will not provide insight, confidential information or assistance to any potential Offeror or vendor that might give an unfair advantage or inhibit fair competition for the above referenced Solicitation. My input regarding the development of the Solicitation documents, if any, has been and will be based solely on the State's requirements. I have not and will not communicate those requirements or confidential information to any potential Offeror or vendor.

PROCUREMENT DISCLOSURE STATEMENT

I know of no conflict of interest on my part nor shall I take any action (e.g., commit an indiscretion or accept any gratuities or favors) that would compromise my impartiality or my responsibilities. Should a conflict of interest become known to me relevant to my role, I shall immediately disclose such conflict of interest.

I shall not receive any direct benefit from the utilization of confidential information, specifications, plans, scopes of work, or evaluation tools I prepared or assisted in the preparation of.

I shall maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process that I may be a participant or attend as a committee member or a technical advisor.

I shall maintain strict security and confidentiality regarding the process or decisions regarding any protest or appeal that I am a participant, advisor or decision maker.

Whether recommending or selecting a vendor that will provide materials, services or construction to the State, approving a procurement or an evaluation tool or soliciting quotes greater than ten thousand dollars for the provision of materials, services or construction, I shall maintain strict security and confidentiality regarding the process and decisions to ensure fair competition.

Upon termination of my employment with the State, for any reason, these provisions and statements remain in effect until such time as the solicitation has been successfully awarded by the State, or the State provides me a written release. These provisions and statements apply if I accept employment with any entity, its affiliates, subcontractors, or business partners that may submit an offer or are included in an offer to this solicitation. I shall not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation for one year following the delivery of purchased materials or the purchase of services or construction begins.

I understand that if I knowingly violate the terms of this Agreement, I will be subject to suspension for not less than ninety days or dismissal from State service.

The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the State Statutes and Rules regarding personnel, conflict of interest, confidentiality and procurement.

Please check the box below if applicable:

Yes No I am an architect or an engineer registered pursuant to section 32-121

Yes No I am a State employee who was employed within the past year by a person or firm responding to a solicitation, pursuant to section 41-2517(E)

Gary Rickard
Signature

10-14-15
Date

GARY RICKARD
Name (Print)

ADOT
Agency

ADOT EQS
Title

602-712-7680
Phone



PROCUREMENT DISCLOSURE STATEMENT
ADSP016-00005625
Aftermarket Automotive Parts and Services, Statewide

Dear Employee:

You have been selected to participate in the particular procurement activity as referenced above. Your selection was based on your technical knowledge and expertise in this area. Your regular job duties may not include procurement activities but for the purpose of this process you may play a significant procurement role in one or more of the following: participating in the development of a procurement as defined in ARS § 41-2503; participating in the development of an evaluation tool; approving a procurement as defined in ARS § 41-2503 or an evaluation tool; serving as a technical advisor or an evaluator who evaluates a procurement as defined in ARS § 41-2503; or recommending or selecting a vendor that will provide materials, services or construction to this state.

It is essential that the integrity of the procurement process be maintained to ensure that each Offeror is given fair and equal consideration. Your familiarity with particular brands, types of equipment, material, services, individuals or firms may tend to influence your evaluation; however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

You are required to report to the Procurement Officer, or person facilitating the above referenced procurement process, any actual or potential conflict of interest as defined in A.R.S. § 38-503, § 41-2616C, § 41-753 and § 41-2517. You are also subject to the Code of Ethics set forth in Section R2-5A-501 of the Arizona Department of Administration, Personnel Division, Administrative Rules and Regulations.

An additional consideration is the legal mandate to maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Once the evaluation process has started, it is essential that any contact with Offerors, other than that disclosed, be through, and by, the Procurement Officer or person facilitating the above referenced procurement.

In addition, the Employee shall not have any communication related in any way to the particular procurement, except during formal Committee meetings, with any Offeror or potential subcontractor to that Offeror prior to award, nor shall that Member discuss the proposal or their evaluation with anyone other than the Procurement Officer, or person facilitating the above referenced procurement and Evaluation Committee Members. This is mandatory.

A person who holds a Significant Procurement Role as defined by ARS § 41-741 and § 41-2503 for a particular procurement shall sign a statement before starting any participation that the person has no financial interest in the procurement other than that disclosed and will have no contact with any representative of a competing Offeror related to the particular procurement during the course of evaluation of proposals, except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. The person shall disclose on this statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing offeror and any contact with a representative of a competing offeror during evaluation of proposals except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. A person who has been identified as having a significant procurement role for this procurement and fails to disclose contact with a representative of a competing offeror or who fails to provide accurate information on this statement is subject to civil penalty of at least one thousand dollars but not more than ten thousand dollars.

PROCUREMENT DISCLOSURE STATEMENT

As mandated by A.R.S. § 38-503, I, Richard Sweepe, have listed on this form all ownerships, employments, public and private affiliations and relationships held by me and/or a relative¹ which may have a substantial (pecuniary² and proprietary³) interest as defined in A.R.S. § 38-502 (11) in any contract, sale, purchase or service involving the agency. I understand that as my interests or those of my relatives change, I may need to modify this statement.

The substantial interests, both pecuniary and proprietary, held by me and/or a relative which may involve the State include (attach additional sheets as necessary):

- NONE -

During the course of my regular business, I may have contact, unrelated to this procurement, with the Offerors listed below, who have submitted proposals in response to this solicitation (attach additional sheets as necessary):

- NONE -

¹"Relative" means my spouse, child, child's child, parent, grandparent, brother or sister (of the whole or half-blood) and their spouses and the parent, brother, sister or child of my spouse.

²"Pecuniary" means money or economic or other benefits that can be valued in monetary terms

³"Proprietary" means ownership or rights by virtue of ownership, whether public or private.

Citations listed above are available on the SPO website, www.spo.az.gov.

Statements

The Undersigned attests to and agrees to abide by the following statements:

I have read and understand the above and agree to be bound by the rules and principles represented. If applicable, I have also received, read and understand the Evaluation Committee Instructions for this procurement. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. Further, I will not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation during the defined time frame stated in ARS § 41-753. I will maintain all deliberations of the Evaluation Committee in strict confidence during the evaluation process. My recommendations shall be based upon an objective/subjective review of the Offeror's response and the appropriate award criteria from the solicitation in accordance with the Arizona Procurement Code. I have read and understand ARS § 41-753, § 41-2517 and § 41-2616C and will fully comply with the requirements.

I have not and will not communicate with any potential Offeror or vendor in preparation of specifications/scopes of work, evaluation tool or other confidential information related to the above referenced Solicitation which would provide an unfair advantage or to prepare specifications/scopes of work which favor particular vendor(s).

I have not and will not provide insight, confidential information or assistance to any potential Offeror or vendor that might give an unfair advantage or inhibit fair competition for the above referenced Solicitation. My input regarding the development of the Solicitation documents, if any, has been and will be based solely on the State's requirements. I have not and will not communicate those requirements or confidential information to any potential Offeror or vendor.

PROCUREMENT DISCLOSURE STATEMENT

I know of no conflict of interest on my part nor shall I take any action (e.g., commit an indiscretion or accept any gratuities or favors) that would compromise my impartiality or my responsibilities. Should a conflict of interest become known to me relevant to my role, I shall immediately disclose such conflict of interest.

I shall not receive any direct benefit from the utilization of confidential information, specifications, plans, scopes of work, or evaluation tools I prepared or assisted in the preparation of.

I shall maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process that I may be a participant or attend as a committee member or a technical advisor.

I shall maintain strict security and confidentiality regarding the process or decisions regarding any protest or appeal that I am a participant, advisor or decision maker.

Whether recommending or selecting a vendor that will provide materials, services or construction to the State, approving a procurement or an evaluation tool or soliciting quotes greater than ten thousand dollars for the provision of materials, services or construction, I shall maintain strict security and confidentiality regarding the process and decisions to ensure fair competition.

Upon termination of my employment with the State, for any reason, these provisions and statements remain in effect until such time as the solicitation has been successfully awarded by the State, or the State provides me a written release. These provisions and statements apply if I accept employment with any entity, its affiliates, subcontractors, or business partners that may submit an offer or are included in an offer to this solicitation. I shall not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation for one year following the delivery of purchased materials or the purchase of services or construction begins.

I understand that if I knowingly violate the terms of this Agreement, I will be subject to suspension for not less than ninety days or dismissal from State service.

The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the State Statutes and Rules regarding personnel, conflict of interest, confidentiality and procurement.

Please check the box below if applicable:

Yes No I am an architect or an engineer registered pursuant to section 32-121

Yes No I am a State employee who was employed within the past year by a person or firm responding to a solicitation, pursuant to section 41-2517(E)

Richard Sweep
Signature

10-13-10
Date

Richard Sweep
Name (Print)

AZ DPS
Agency

Fleet Administrator
Title

602 223 2349
Phone



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

PROCUREMENT DISCLOSURE STATEMENT

ADSP016-00005625

Aftermarket Automotive Parts and Services, Statewide

Dear Employee:

You have been selected to participate in the particular procurement activity as referenced above. Your selection was based on your technical knowledge and expertise in this area. Your regular job duties may not include procurement activities but for the purpose of this process you may play a significant procurement role in one or more of the following: participating in the development of a procurement as defined in ARS § 41-2503; participating in the development of an evaluation tool; approving a procurement as defined in ARS § 41-2503 or an evaluation tool; serving as a technical advisor or an evaluator who evaluates a procurement as defined in ARS § 41-2503; or recommending or selecting a vendor that will provide materials, services or construction to this state.

It is essential that the integrity of the procurement process be maintained to ensure that each Offeror is given fair and equal consideration. Your familiarity with particular brands, types of equipment, material, services, individuals or firms may tend to influence your evaluation; however, you are required in this specific instance to be particularly objective and guard against any tendency that might slant your evaluation in favor of a personal preference.

You are required to report to the Procurement Officer, or person facilitating the above referenced procurement process, any actual or potential conflict of interest as defined in A.R.S. § 38-503, § 41-2616C, § 41-753 and § 41-2517. You are also subject to the Code of Ethics set forth in Section R2-5A-501 of the Arizona Department of Administration, Personnel Division, Administrative Rules and Regulations.

An additional consideration is the legal mandate to maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process. Once the evaluation process has started, it is essential that any contact with Offerors, other than that disclosed, be through, and by, the Procurement Officer or person facilitating the above referenced procurement.

In addition, the Employee shall not have any communication related in any way to the particular procurement, except during formal Committee meetings, with any Offeror or potential subcontractor to that Offeror prior to award, nor shall that Member discuss the proposal or their evaluation with anyone other than the Procurement Officer, or person facilitating the above referenced procurement and Evaluation Committee Members. This is mandatory.

A person who holds a Significant Procurement Role as defined by ARS § 41-741 and § 41-2503 for a particular procurement shall sign a statement before starting any participation that the person has no financial interest in the procurement other than that disclosed and will have no contact with any representative of a competing Offeror related to the particular procurement during the course of evaluation of proposals, except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. The person shall disclose on this statement any contact unrelated to the pending procurement that the person may need to have with a representative of a competing offeror and any contact with a representative of a competing offeror during evaluation of proposals except those contacts specifically authorized by sections ARS § 41-2534, § 41-2537, § 41-2538 and § 41-2578. A person who has been identified as having a significant procurement role for this procurement and fails to disclose contact with a representative of a competing offeror or who fails to provide accurate information on this statement is subject to civil penalty of at least one thousand dollars but not more than ten thousand dollars.

PROCUREMENT DISCLOSURE STATEMENT

As mandated by A.R.S. § 38-503, I, James Walline, have listed on this form all ownerships, employments, public and private affiliations and relationships held by me and/or a relative¹ which may have a substantial (pecuniary² and proprietary³) interest as defined in A.R.S. § 38-502 (11) in any contract, sale, purchase or service involving the agency. I understand that as my interests or those of my relatives change, I may need to modify this statement.

The substantial interests, both pecuniary and proprietary, held by me and/or a relative which may involve the State include (attach additional sheets as necessary):

~~N/A~~

During the course of my regular business, I may have contact, unrelated to this procurement, with the Offerors listed below, who have submitted proposals in response to this solicitation (attach additional sheets as necessary):

~~N/A~~

¹"Relative" means my spouse, child, child's child, parent, grandparent, brother or sister (of the whole or half-blood) and their spouses and the parent, brother, sister or child of my spouse.

²"Pecuniary" means money or economic or other benefits that can be valued in monetary terms

³"Proprietary" means ownership or rights by virtue of ownership, whether public or private.

Citations listed above are available on the SPO website, www.spo.az.gov.

Statements

The Undersigned attests to and agrees to abide by the following statements:

I have read and understand the above and agree to be bound by the rules and principles represented. If applicable, I have also received, read and understand the Evaluation Committee Instructions for this procurement. I know of no conflict of interest on my part nor have I committed any indiscretion or accepted any gratuities or favors that would compromise my impartiality. Further, I will not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation during the defined time frame stated in ARS § 41-753. I will maintain all deliberations of the Evaluation Committee in strict confidence during the evaluation process. My recommendations shall be based upon an objective/subjective review of the Offeror's response and the appropriate award criteria from the solicitation in accordance with the Arizona Procurement Code. I have read and understand ARS § 41-753, § 41-2517 and § 41-2616C and will fully comply with the requirements.

I have not and will not communicate with any potential Offeror or vendor in preparation of specifications/scopes of work, evaluation tool or other confidential information related to the above referenced Solicitation which would provide an unfair advantage or to prepare specifications/scopes of work which favor particular vendor(s).

I have not and will not provide insight, confidential information or assistance to any potential Offeror or vendor that might give an unfair advantage or inhibit fair competition for the above referenced Solicitation. My input regarding the development of the Solicitation documents, if any, has been and will be based solely on the State's requirements. I have not and will not communicate those requirements or confidential information to any potential Offeror or vendor.

PROCUREMENT DISCLOSURE STATEMENT

I know of no conflict of interest on my part nor shall I take any action (e.g., commit an indiscretion or accept any gratuities or favors) that would compromise my impartiality or my responsibilities. Should a conflict of interest become known to me relevant to my role, I shall immediately disclose such conflict of interest.

I shall not receive any direct benefit from the utilization of confidential information, specifications, plans, scopes of work, or evaluation tools I prepared or assisted in the preparation of.

I shall maintain strict security and confidentiality regarding the content of any proposal, as well as the proceedings of the Evaluation Committee meetings during the evaluation process that I may be a participant or attend as a committee member or a technical advisor.

I shall maintain strict security and confidentiality regarding the process or decisions regarding any protest or appeal that I am a participant, advisor or decision maker.

Whether recommending or selecting a vendor that will provide materials, services or construction to the State, approving a procurement or an evaluation tool or soliciting quotes greater than ten thousand dollars for the provision of materials, services or construction, I shall maintain strict security and confidentiality regarding the process and decisions to ensure fair competition.

Upon termination of my employment with the State, for any reason, these provisions and statements remain in effect until such time as the solicitation has been successfully awarded by the State, or the State provides me a written release. These provisions and statements apply if I accept employment with any entity, its affiliates, subcontractors, or business partners that may submit an offer or are included in an offer to this solicitation. I shall not accept an offer of employment from or have employment discussions with any person or entity lobbying for or potentially responding to a solicitation for one year following the delivery of purchased materials or the purchase of services or construction begins.

I understand that if I knowingly violate the terms of this Agreement, I will be subject to suspension for not less than ninety days or dismissal from State service.

The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the State Statutes and Rules regarding personnel, conflict of interest, confidentiality and procurement.

Please check the box below if applicable:

Yes No I am an architect or an engineer registered pursuant to section 32-121

Yes No I am a State employee who was employed within the past year by a person or firm responding to a solicitation, pursuant to section 41-2517(E)

James Walline
Signature

10/16/15
Date

James Walline
Name (Print)

ADOT - EQS
Agency

DT Equipment Parts manager
Title

602-712-4770
Phone



Evaluation Committee Meeting – ADSP016-00005625, Aftermarket Automotive Parts and Service

SIGN IN SHEET

DATE: MARCH 9, 2016

LOCATION: SUITE 301B

Please Sign In

Name	Signature	Agency	Email	Phone Number
Lupe Federico		ADOC	gfederico@azcorrections.gov	(602)364-3376
Gary Rickard		ADOT	grickard@azdot.gov	(602)712-7680
Richard Sweepe		AzDPS	rsweepe@azdps.gov	(602)223-2349
LORI Noyes		SPO	Lori.Noyes@azdon.gov	602-542-7144
Subject Matter Experts in Attendance				
N/A				

RFP Evaluation Matrix ADSP016-00005625, Aftermarket Automotive Parts and Services, Statewide

Evaluation Scoring Guidelines: Scoring is indicated by a range of 0 through 4 with 0 being the lowest actual points given and 4 being the highest points
 4 - Exceeds expectations - Proposal meets all requirement(s) outlined in the RFP but also provides innovative or exceptional responses. (100% of Points) 1000pts
 3 - Above expectations -Proposal meets the requirement(s) outlined in the RFP and goes beyond requirements (75% of Points) 750pts
 2 - Meets Expectations - Proposal meets the requirement(s) of the RFP. (50% of Points) 500pts
 1 - Below Expectations - Proposal does not fully meet the requirement(s) of the RFP (25% of Points) 250pts
 0 - Unacceptable - There are elements in the response that are unacceptable to the State 0 pts

RFP CRITERIA	Weight	Points
Cost	60%	600
Capacity	35%	350
Conformance	5%	50
TOTAL POSSIBLE POINTS	100%	1000

FILL IN BLUE CELLS ONLY

Vendor Name	WEIGHT	Total Category Pts.	ABCL HOLDINGS		ARIZONA BRAKE		AUTO ZONE		AUTONATION		CARQUEST		CUMMINS		ELLIOTT		FLAGSTAFF		NAPA		GLENN JONES		MCSPADDEN		MERLES		ORACLE		PARTS AUTHORITY		PERE'S AUTO		UNIVERSITY AUTO		USD	
			Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating	Points (0-4)	Rating
Capacity	48%	168	2	84	2	84	2	84	2	84	2	84	0	0	2	84	1	42	2	84	1	42	0	0	2	84	2	84	2	84	2	84	2	84	2	84
Business Capacity. The Contractor shall indicate their ability to manage numerous individual accounts in order to meet the demands of all eligible agencies.			Comments: Specific to Fredonia										Not aftermarket		Left blank																					
Experience: Minimum of three references provided.	16%	56	0	0	2	28	2	28	2	28	2	28	2	28	2	28	2	28	2	28	2	28	0	0	2	28	2	28	2	28	2	28	2	28	2	28
Ordering Capabilities	4%	14	2	7	2	7	2	7	2	7	2	7	2	7	2	7	1	3.5	2	7	2	7	0	0	2	7	2	7	2	7	2	7	2	7	2	7
Statewide Capacity	26%	91	1	22.75	2	45.5	1	22.75	2	45.5	1	22.75	1	22.75	2	45.5	1	22.75	2	45.5	1	22.75	0	0	2	45.5	1	22.75	2	45.5	0	0	1	22.75	2	45.5
Warranty	4%	14	2	7	2	7	2	7	2	7	2	7	2	7	2	7	1	3.5	2	7	2	7	0	0	2	7	2	7	2	7	2	7	2	7	2	7
Core Charge Program	4%	14	2	7	2	7	2	7	2	7	2	7	2	7	2	7	1	3.5	2	7	2	7	0	0	2	7	2	7	2	7	2	7	2	7	2	7
Total Possible Points for Capacity Totals:	35%	357	9	127.75	12	178.5	11	156.75	12	178.5	11	156.75	9	71.75	12	178.5	7	103.25	12	178.5	10	113.75	0	0	12	178.5	11	156.75	12	178.5	0	0	11	156.75	12	178.5

RFP Evaluation Matrix ADSP016-00005625, Aftermarket Automotive Parts and Services, Statewide

Evaluation Scoring Guidelines: Scoring is indicated by a range of 0 through 4 with 0 being the lowest actual points given and 4 being the highest points
4 - Exceeds expectations - Proposal meets all requirement(s) outlined in the RFP but also provides innovative or exceptional responses. (100% of Points) 1000pts
3 - Above expectations -Proposal meets the requirement(s) outlined in the RFP and goes beyond requirements (75% of Points) 750pts
2 - Meets Expectations -Proposal meets the requirement(s) of the RFP. (50% of Points) 500pts
1 - Below Expectations - Proposal does not fully meet the requirement(s) of the RFP (25% of Points) 250pts
0 - Unacceptable - There are elements in the response that are unacceptable to the State 0 pts

RFP CRITERIA table with columns: RFP CRITERIA, Weight, Points. Rows: Cost (60%, 600), Capacity (35%, 350), Conformance (5%, 50), TOTAL POSSIBLE POINTS (100%, 1000)

FILL IN BLUE CELLS ONLY

Main evaluation matrix table with columns: Vendor Name, ABCL HOLDINGS, ARIZONA BRAKE, AUTO ZONE, AUTONATION, CARQUEST, CUMMINS, ELLIOTT, FLAGSTAFF, NAPA, GLENN JONES, MCSPADDEN, MERLES, ORACLE, PARTS AUTHORITY, PERE'S AUTO, UNIVERSITY AUTO, USD. Includes rows for various vehicle models and parts like Ford Escape, Chevrolet Impala, Dodge Grand Caravan, and a summary row for % of Discount off of price list.

RFP Evaluation Matrix ADSP016-00005625, Aftermarket Automotive Parts and Services, Statewide

Possible Points	350	600	50	1000	100%
Vendors	Capacity	Cost	Conformance	Total	Weight
ELLIOTT	179	488	50	716	72%
MERLES	179	488	50	716	72%
PARTS AUTHORITY	179	488	50	716	72%
NAPA	179	450	50	679	68%
USD	179	450	50	679	68%
AUTO ZONE	156	450	50	656	66%
ARIZONA BRAKE	179	375	50	604	60%
AUTONATION	179	300	50	529	53%
CARQUEST	156	300	50	506	51%
GLENN JONES	114	188	50	351	35%
ABCL HOLDINGS	128	113	50	290	29%
ORACLE	156	75	0	231	23%
FLAGSTAFF	103	75	50	228	23%
UNIVERSITY AUTO	156	0	0	156	16%
CUMMINS	72	75	0	147	15%
MCSPADDEN	0	38	0	38	4%
PERE'S AUTO	0	0	0	0	0%

- 0 pts = Unacceptable
- 1 - 250 pts = Below Expectations
- 251 - 500 pts = Meets Expectations
- 501 - 750 pts = Above Expectations
- 751 - 1000 pts = Exceeds Expectations

Responsive Verification

Offer and Acceptance	Attachment I	Attachment II	Attachment III	Attachment IV	Attachment V	Excel Price Sheet	Catalogs / Price Lists	Avg % Discount
X	X	X	X	X	X	X	Yes	65%
X	X	X	X	X	X	X	Yes	55%
X	X	X	X	X	X	X	Yes	58%
X	X	X	X	X	X	X	Yes	46%
X	X	X	X	X	X	X	Yes	48%
X	X	X	X	X	X	X	Yes	50%
X	X	X	X	X	X	X	Yes	63%
X	X	X	X	X	X	X	Yes	31%
X	X	X	X	X	X	X	Yes	19%
X	X	X	X	X	X	X	No	25%
X	X	X	X	X	X	X	No	0%
X	X	X	X	X	X	X	No	25%
no sig	X	X	X	X	X	X	No	20%
X	X	X	X	X	X	X	No	0%
X	X	X	X	X	X	No	Yes	31%
No	No	No	No	No	No	No	No	15%
No	No	No	No	No	No	No	No	0%

Responsibility Verification

AZ Corporate Commission	SAM	Contract for Parts Confirmation
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	n/a	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	n/a	Yes
Yes	n/a	Yes
Yes	n/a	Yes
Yes	n/a	Yes
n/a	n/a	Yes
		Yes
		Yes
		Yes
		Yes
		N/A
		N/A



ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

MEMORANDUM

TO: Solicitation File
FROM: Lori Noyes, Senior Procurement Specialist
DATE: March 31, 2016
SUBJECT: Executive Summary of Solicitation ADSP016-00005625, Aftermarket Automotive Parts and Service Statewide

TIMELINE

Solicitation ADSP016-00005625 was conducted pursuant to A.R.S. § 41-2534 and implementing rules. The State Procurement Office issued the solicitation on January 29, 2016, sending notifications to nine hundred seventy six (976) vendors through ProcureAZ. The RFP was approved to advertise on February 2, 2016. A pre-offer-conference was held on February 5, 2016 at the State Procurement Office, twenty two (22) vendors attended. Seventeen (17) offers were received electronically via ProcureAZ on or before 3:00 PM, February 19, 2016 from the following Offerors:

Carquest Auto Parts
abcl holdings llc dba napa mesquite
Parts Authority Arizona LLC d/b/a/ Pro Auto Parts
MERLES AUTOMOTIVE SUPPLY INC
ARIZONA BRAKE
GENUINE PARTS CO NAPA

Glenn Jones Ford Lincoln Mercury LLC
pere's auto llc
McSpadden Ford, Inc
AutoNation
ELLIOTT AUTO SUPPLY CO INC
FLAGSTAFF BUICK-GMC, INC
Oracle Ford Inc.

USD INC
CUMMINS ROCKY MOUNTAIN LLC
UNIVERSITY AUTO REPAIR SERVICE INC
AUTO ZONE ALLDATA AND AZ COMMERCIAL

EVALUATION

After review of the seventeen (17) responses submitted for the Aftermarket Automotive Parts and Service solicitation it is suggested that awards be made to the below eleven (11) listed vendors to represent the State and Cooperatives statewide. These vendors have been found responsible and responsive to the Request for Proposal as solicited. Please reference the "Evaluation Spreadsheet", located in the Solicitation file.

ABCL HOLDINGS
ARIZONA BRAKE
AUTO ZONE
AUTONATION

CARQUEST
ELLIOTT
GLENN JONES
MERLES

NAPA
PARTS AUTHORITY
USD

Douglas A. Ducey
Governor



Craig C. Brown
Director

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COST DETERMINATION

A fair and reasonable price determination was made based off of a market basket that can be found in the evaluation spreadsheet file.

CONTRACT AWARD / DETERMINATION

In accordance with A.R.S. §41-2534 and A.A.C. R2-7-C317, contracts were awarded to the lowest responsive, responsible offeror(s) whose offer(s) conform in all material aspects to the requirements and criteria set forth in the aforementioned solicitation.

In accordance with Uniform Instructions Paragraph 6.1, it has been determined that making multiple awards was the most advantageous to the State. This was based on analysis of available usage information of previous Statewide Contracts, focus group feedback, and sourcing committee input.

DOCUMENTATION

This determination shall be placed in the procurement file.

EFFECTIVE

This Determination is effective and shall remain in effect unless otherwise modified or revoked.

A handwritten signature in blue ink, appearing to read "L. Noyes".

Signature

Lori Noyes, Senior Procurement Specialist

March 31, 2016

Date

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: napa265@gmail.com

March 31, 2016

ABCL Holdings, LLC dba NAPA Mesquite
355 W Mesquite Blvd
Mesquite, NV 89027
Attn: Robert Kesler, Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Manager Kesler,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than **04/08/16**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in blue ink that reads "L. Noyes".

Lori Noyes
Senior Procurement Specialist



Douglas A Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

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PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: mjohnson@arizonabrake.com

March 31, 2016

Arizona Brake & Clutch Supply, Inc.
2211 N Black Canyon Hwy
Phoenix, AZ 85009
Attn: Mark Johnson, President

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear President Johnson,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist



Douglas A Ducey
Governor

Craig C. Brown
Director

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STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: ronald.duponte@azutozone.com

March 31, 2016

AutoZone
123 S Front Street
Memphis, TN 38103
Attn: Ronald Duponte, Business Development Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Business Development Manager Duponte,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

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Lori Noyes
Senior Procurement Specialist

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: garrettT@autonation.com

March 31, 2016

AutoNation
162 E 1st Avenue
Mesa, AZ 85210
Attn: Todd Garrett, Wholesale Market Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Wholesale Market Manager Garrett,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

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PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: laura.payne@advance-auto.com

March 31, 2016

Advance Stores Co, Inc. dba CARQUEST and/or Advance
2635 E Millbrook Rd
Raleigh, NC 27604
Attn: Robert Wheeler, SVP Commercial

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear SVP Commercial Wheeler,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist



Douglas A Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

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PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: d.carney@fmpco.com

March 31, 2016

Elliott Auto Supply (Factory Motor Parts)
5328 West Roosevelt Street
Phoenix, AZ 85043
Attn: Dana Carney, Fleet Contract Specialist

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Fleet Contract Specialist Carney,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist

Douglas A Ducey
Governor



Craig C. Brown
Director

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STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: misha_dawa@genpt.com

March 31, 2016

GPC/NAPA Auto Parts
2811 W Thomas Road
Phoenix, AZ 85017
Attn: Tom Skov, Vice President Western Division

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Vice President Western Division Skov,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: chris.turner@jonescasagrande.com

March 31, 2016

Jones Ford Casa Grande
1932 N Pinal Avenue
Casa Grande, AZ 85122
Attn: Chris Turner, Parts Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Parts Manager Turner,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist



Douglas A Ducey
Governor

Craig C. Brown
Director

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STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: twacker@merlesauto.com

March 31, 2016

Merle's Automotive Supply
4015 South Dodge
Tucson, AZ 85714
Attn: Thomas Wacker, General Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear General Manager Wacker,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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Sincerely,

Lori Noyes
Senior Procurement Specialist

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: mbrown@partsauthority.com

March 31, 2016

Parts Authority Arizona, LLC
2550 N Scottsdale Road
Tempe, AZ 85281
Attn: Michael Brown, Fleet Coordinator

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Fleet Coordinator Brown,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

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In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than **04/08/16**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in blue ink that reads "L. Noyes".

Lori Noyes
Senior Procurement Specialist



Douglas A Ducey
Governor

Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: nick@usdparts.com

March 31, 2016

USD, Inc.
1580 E Riverview Drive
Phoenix, AZ 85034
Attn: Nick Navarro, Aftermarket Parts Manager

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Aftermarket Parts Manager Navarro,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than **04/08/16**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Lori Noyes
Senior Procurement Specialist



Contract Amendment

Contract ID: ADSPO16-129364 Supplier: Genuine Parts Co NAPA

APP Amendment #: 1

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

Contract Label: **Aftermarket Automotive Parts and Service, Statewide**

1. In accordance with Special Terms and Conditions, paragraph 3.2, Contract Extensions, the above mentioned contract is hereby Amended as follows:

The term of the contract is hereby extended through 3/31/2020.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Douglas A Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: misha_dawa@genpt.com

March 31, 2016

GPC/NAPA Auto Parts
2811 W Thomas Road
Phoenix, AZ 85017
Attn: Tom Skov, Vice President Western Division

Re: Award of RFP No. ADSP016-00005625, Aftermarket Automotive Parts and Service - Statewide

Dear Vice President Western Division Skov,:

Thank you for submitting a response to Invitation for Bid to Solicitation No. ADSP016-00005625 for Aftermarket Automotive Parts and Service, Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 04/01/2016 and terminate on 03/31/2017.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than **04/08/16**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in blue ink that reads "Lori Noyes".

Lori Noyes
Senior Procurement Specialist



Offer and Acceptance

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP016-00005626
Description: Aftermarket Automotive Parts and Service

OFFER

TO THE STATE OF ARIZONA:

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

GPC/NAPA AUTO PARTS

Company Name

2811 W. Thomas Rd.

Address

Phoenix

AZ

85017

City

State

Zip

Misha_dawa@genpt.com

Contact Email Address

Signature of Person Authorized to Sign Offer

Tom Skov

Printed Name

Vice President Western Division

Title

Phone:

602-233-6791

Fax:

602-233-6772

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP016-129364

The effective date of the Contract shall be:

April 1, 2016

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

30

day of

March

2016

Procurement Officer



Attachment I

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Please respond to the following items according to any instructions. Each response should demonstrate the Offeror's ability to satisfy the Scope of Work and the requirements as stated in this solicitation. All information contained in the offer shall be current and factual. Failure to respond according to these or any other instructions contained in this solicitation may have a negative impact on the scoring of the offer.

The following responses shall be uploaded as an attachment in ProcureAZ with your submitted offer and titled, "Attachments", any additional pages needed should be included into one document when uploading Attachments.

Business Capacity. The Contractor shall indicate their ability to manage numerous individual accounts in order to meet the demands of all eligible agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.

NAPA Auto Parts has nightly shipments from the Distribution Center located at 2811 W. Thomas Road, Phoenix, AZ. All local stores have delivery vehicles available to service any location in the state.

Key Personnel (Contract Contact):

Name: Christian Dome_____

Telephone No.: 602-233-6720_____

E-Mail: christian_dome@genpt.com_____

Back-up Key Personnel:

Name: Misha Dawa_____

Telephone No.: 602-233-6739_____

E-Mail: Misha_Dawa@genpt.com_____

Experience: Offeror shall provide a minimum of three references on Attachment IV:

Years' Experience performing services similar in size and scope as required by this solicitation.	15+ YEARS
Years the organization has conducted business in the State of Arizona.	50+ YEARS

Ordering Capabilities: The Offeror shall indicate their ability to provide the following ordering methods:

Indicate Yes / No	<u>Electronic/P-Card</u>	<u>Purchase Order</u>	<u>Phone</u>	<u>Fax</u>	<u>Walk-in</u>
	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

Statewide Capacity: The Offeror shall indicate their ability to accommodate a statewide contract. Offeror's can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees below: (If service is available but not delivery, place a N/A under cost. If there is no charge, place a zero (0) under cost)

	Y/N	Cost		Y/N	Cost		Y/N	Cost
Apache:	Y__	\$0 _____	Greenlee:	Y_	\$0 _____	Pima:	Y_	\$0 _____
Cochise:	Y__	\$0 _____	La Paz:	Y_	\$0 _____	Pinal:	Y_	\$0 _____
Coconino:	Y__	\$0 _____	Maricopa:	Y_	\$0 _____	Santa Cruz:	Y_	\$0 _____
Gila:	Y__	\$0 _____	Mohave:	Y_	\$0 _____	Yavapai:	Y_	\$0 _____
Graham:	Y__	\$0 _____	Navajo:	Y_	\$0 _____	Yuma:	Y_	\$0 _____

Warranty: The Offeror shall explain their minimum warranties that are included for all their products, services and/or repairs.

Product Warranties, MSDS and Buyers Guides can be obtained for any product sold at NAPA. (If Applicable)



Attachment I

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Core Charge Program. The Contractor shall state if there is a Core Charge Program available. The Contractor shall explain their requirements for all core charges including which products are eligible for core returns and time limits.

All applicable core charges will be on the invoice at the time of delivery or purchase. Credit for the core will be given immediately upon receipt of the core and will reference the original purchase order or invoice.

Products. Contractor shall give a narrative to the products available as well as list any availability for services if needed and state what those services are. Labor rates shall be listed in the Price Schedule.

For a list of manufacturers available through NAPA, Please Refer to Attachment – NAPA Product Line Card

Conformance to Scope of Work:

Offeror has read, understands, and shall comply with the Scope of Work. Offerors that accept the State’s Scope of Work shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Scope of Work shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Scope of Work and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Scope of Work and will comply in any resultant contract with the exceptions listed on Attachment V.

Conformance to Terms and Conditions:

Offeror has read, understands, and shall comply with the Terms and Conditions. Offerors that accept the State’s Terms and Conditions shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Terms and Conditions shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Terms and Conditions and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Terms and Conditions and will comply in any resultant contract with the exceptions listed on Attachment V.

Conformance to Instructions to Offerors:

Offeror has read, understands, and shall comply with the Instructions to Offerors. Offerors that accept the State’s Instructions to Offerors shall check YES or NO to clearly indicate their acceptance. Offerors who take exception to the State’s Instructions to Offerors shall likewise clearly indicate their exception on Attachment V.

- YES, I acknowledge that I have read and understand the Instructions to Offerors and will comply in any resultant contract.
- NO, I acknowledge that I have read, understand the Instructions to Offerors and will comply in any resultant contract with the exceptions listed on Attachment V.



Attachment II

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

Price Schedule

Pricing (submitted through ProcureAZ):

Pricing shall be submitted by the Contractor in the form of an uploaded Price List (i.e. excel spreadsheet, pdf, etc.), in ProcureAZ in accordance to the Special Instructions to Offerors.

For evaluation purposes only, the Contractor must submit specific parts pricing utilizing the attached excel document titled, "Aftermarket Parts Price Sheet"

Price List / Catalogue Pricing: (Any manufacturer available by Offeror may be written in below)

Catalogue discount is a fixed percentage off of a price list / catalogue pricing. Offeror must supply a hard copy per the specifications of all price lists / catalogues referenced. Failure to submit the above requested information may be cause for rejection of the offer.

Offerors may submit price lists via the web address location (Internet-based Catalogue) of the published public price list. If this option is selected, the price list must be accessible by the Eligible Agencies. The Eligible Agencies must be able to locate the proposed items and verify that the offered pricing reflects the proposed discount.

Price List web address if applicable: **Please refer to Attachment – Price List** _____

Percentage (%) of discount off approved Offeror price list / catalogue: _____%

Manufacturer

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Percentage (%) of discount off of: _____: _____%

Any rate shall be based at a rate equal to or less than those published within the "ALLDATA; or "Mitchell" flat rate manuals or the actual hours used for labor, whichever is less. Offeror shall describe the type of services considered, "Light, Medium or Heavy" Duty.

Additional Services Offered
NAPA does offer some light duty labor services.
NAPA's Labor rate is \$95 per hour.
Services provided are:
Turning of Brake Rotors = Unit Price is \$15.00 (.15 hours of labor)
Turning of Brake Drums = Unit Price is \$10.00 (.10 hours of labor)
Resurfacing Flywheels = Unit Price is \$40.00 (.40 hours of labor)
Replacing Ring Gears = Unit Price is \$25.00 (.25 hours of labor)

Restocking Fees:

Restocking fees for Special Order Parts Return: 0 %

Restocking fees for Obsolete Parts Return: 0 %



Attachment III

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Specifications.

- If the Offeror will not subcontract any portion of this solicitation's Specifications and will be performing this solicitation's Specifications entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

NO, the above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

YES, the above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted contractor's response) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

SUBCONTRACTOR INFORMATION

Name/Contact Information	Small Business (Y/N)	Type of Service	%



Attachment IV

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

BUSINESS REFERENCES

Please list the name, address, contact name, and telephone number for at least three (3) organizations for whom your company has provided services of a similar size and scope within the past 36 months. These references may be checked, so please make sure all information is accurate and current. Inability to verify references may have a negative impact during evaluation of solicitation for award.

- A. Organization: US Border Patrol
 Address: 2430 S. Swan Rd.
 City/State/Zip Code: Tucson, AZ 85711
 Contact: Tim Lawen
 Telephone Number: 520-514-4920
 Date of Contract Initiation: 08-15-2013
 Type of Services Provided: Automotive Parts and Supplies

- B. Organization: City of Phoenix
 Address: 251 W. Washington Street
 City/State/Zip Code: Phoenix, AZ, 85003
 Contact: Linda Duarte
 Telephone Number: 602-262-7789
 Date of Contract Initiation: Various Contracts Since 2010
 Type of Services Provided: Automotive Parts and Supplies

- C. Organization: Mesa Unified School District No 4
 Address: 549 N. Stapley Dr.
 City/State/Zip Code: Mesa, AZ 85203
 Contact: Patty Northey
 Telephone Number: 480-472-0146
 Date of Contract Initiation: Various Contracts Since 2012
 Type of Services Provided: Automotive Parts and Supplies

- D. Organization: Illinois DOT
 Address: 201 W. Center Court
 City/State/Zip Code: Schaumburg, IL 60196
 Contact: Rich Johnson
 Telephone Number: 847-705-4117
 Date of Contract Initiation: Various Contracts Since 2001
 Type of Services Provided: Automotive Parts and Supplies



Attachment V

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005626
Description: Aftermarket Automotive Parts and Service

SOLICITATION EXCEPTIONS TAKEN BY OFFEROR

Offeror Name: _____

Responder Name: _____ Phone: _____

Note: This is a sample form. Original must be completed and attached to Offeror response. Any exceptions to the Terms, Conditions, Specifications, or Solicitation Forms contained herein shall be noted in writing and included with the offer submittal. Additional pages may be attached as needed.

Solicitation Page #	Section	Term, Condition, Specification, Form	Exception

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.



PRODUCT LINES

BELTS & HOSES

NAPA Line Abb.	Mfr.
DBK	Drive Belt Kits
GAT	Gates Hydraulics
GIB	Gates Industrial Belts
NBH	NAPA Belts & Hoses
PBH	Power Fit Belts and Hoses
RHK	Radiator Hose Kits
SME	NAPA Small Engine/Marine
WH	Weatherhead Hydraulic Hoses
WPK	Water Pump and Timing Kit
WVP	Water Pump and Timing Belt Kit



BRAKE SYSTEMS

NAPA Line Abb.	Mfr.
ADO	Adaptive One Brake Pads
BK	Brake Lines
BK	Wheel Attaching Parts
BRG	NAPA Bearings
CAL	NAPA Total Eclipse Loaded Calipers
CAL	NAPA Total Eclipse Semi-Loaded Calipers
CAL	Proformer Calipers
NB	NAPA Brakes Premium Brake Rotors
ND	NAPA Brakes Premium Brake Drums
NBB	NAPA Power Brake Boosters
NOS	NAPA Oil Seals
PGB	Proformer Bearings
UP	ABS Sensors
UP	ABS Hydraulics
UP	NAPA Brakes Brake Parts
UP	NAPA Brakes Hardware
UP	NAPA Brakes Ultra Premium Brake Pads
UP	NAPA Brakes Ultra Premium Brake Rotors
UP	NAPA Brakes Ultra Premium Brake Shoes
UP	NAPA Brakes Wheel Hydraulics
SS	NAPA Premium Pads/Shoes
TS	Performer Pads/Shoes/Loaded Calipers



DRIVE TRAIN

NAPA Line Abb.	Mfr.
ATK	Remanufactured Engines/Rear Ends/Cylinder Heads
ATP	NAPA Auto. Trans. Parts
BK	CV Boots
BRG	NAPA Bearings
CRR	Crankshaft Rebuilders
ETX	Alma Remanufactured Allison Transmissions
MTC	Moveras Automatic Transmissions
MCY	Moore Cylinder Heads
NCF	NAPA Clutches & Flywheels
NOE	NAPA Solutions New Drive Shaft
NOS	Oil Bath Seals
NOS	NAPA Oil Seals
NPJ	Proformer U-Joints
NMD	NAPA Max Drive
NTL	National Oil Bath Seals
PGB	Proformer Bearings
PMT	Pro-King Converters, Reman.
	Manual Transmission & Transfer Cases
FUJ	Precision U-Joints
TCM	Transfer Case Motors



ELECTRICAL SYSTEMS

NAPA Line Abb.	Mfr.
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Window Lift Motors, Assemblies and Fuses
BSH	Bosch Starters & Alternators
CBL	NAPA Battery Cables
DEM	Delphi Ignition
DEN	Denso Ignition Products

ELECTRICAL SYSTEMS (CONT.)

NAPA Line Abb.	Mfr.
ECH	NAPA Echlin Electrical Parts
MPB	Mileage Plus Cables
MPE	Mileage Plus Ignition
NEC	NAPA Remanufactured Electronic Components
NHB	NAPA Hybrid Batteries
NF	NAPA Flashers
NND	NAPA New Distributors
NNE	NAPA New Electrical
NOE	Window Regulators, Sensors and Components
NRD	NAPA Remanufactured Distributors
NW	NAPA Wire Products
PHI	Phillips Heavy Duty Parts
PSB	Power Sport Batteries
RAY	Power Door Lock Actuators
RAY	NAPA Remanufactured Alternators/Starters
RAY	NAPA Solenoids
RAY	Wiper/Window Lift Motors
SME	NAPA Small Engine/Marine
WIL	Wilson Electrical



ENGINE PARTS

NAPA Line Abb.	Mfr.
ATK	Remanufactured Engines
CRR	Crankshaft Rebuilders
FPD	FP Diesel Engine Parts
FFG	NAPA Gaskets by Fel-Pro
MCY	Moore's Cylinder Heads
NBH	Timing Belts
NND	NAPA New Distributors
NOE	Timing Components
NOS	NAPA Oil Seals
NRD	NAPA Remanufactured Distributors
NTP	NAPA Timing Products
SEP	Sealed Power Engine Parts
SME	NAPA Small Engine/Marine



EXHAUST SYSTEMS

NAPA Line Abb.	Mfr.
BK	Balkamp Muffler Clamps/Accessories
BOS	Bosal Exhaust
EXH	NAPA Mufflers & Exhaust
SMU	SoundMaster Mufflers



FARM SHOP SUPPLIES

NAPA Line Abb.	Mfr.
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Hydraulics, Spray Tips & Parts, Hose & Pump Equipment, Drawbars & Acc, Fuel Transfer Pumps & Tanks, PTO Shafts & Yoks, Roller Chain & Links, Bucket
BK	Optronics Lighting
BRG	NAPA Bearings
FIL	NAPAGold Filters
GAT	Gates Hydraulics
LIT	NAPA Lighting
MMM	3M
MS	Martin-Senour Paints
NAF	NAPA Antifreeze
NBF	NAPA Brake Fluid
NBH	Belts and Hoses
NCB	NAPA Consumer Brands
NFD	Oil Dry
NHF	NAPA Hydraulic Fluid
NPP	NAPA Paper Products
NW	NAPA Wire Products
PSB	Power Sport Batteries
RFD	Rockford Fasteners
SAS	SAS Safety Products
WH	Weatherhead Hoses & Fittings



FUEL SYSTEMS

NAPA Line Abb. Mfr.

AFP	NAPA Fuel Pumps by Airtex
BK	Balkamp Carburetors
BSH	NAPA Bosch Fuel Pumps
CRB	NAPA Echlin Carburetor & Fuel Injection Parts
DDD	Delphi Diesel Direct
DGM	Delphi Engine Management Products
DFP	Delphi Fuel Pumps
MPF	Mileage Plus Carburetor & Fuel Injection Parts
NAP	NAPA Air/Smog Pumps
NEC	NAPA Electronic Controls
NFP	NAPA Fuel Pumps by Federal Mogul
NOE	NAPA Solutions Diesel Products
NVP	NAPA Vacuum Pumps



HEATING & ENGINE COOLING

NAPA Line Abb. Mfr.

ACK	Air Conditioning Kits
BK	Heater Valves/Blower Motors/AC By Pass Pulleys/Radiator Fan Motors and Assemblies/Heater Parts/Water Outlets/Radiator & Oil Caps/ Engine Heaters/Hose Clamps
DAC	Delphi New A/C Compressors
DGN	Denso New A/C Compressors
FAF	Fleet Charge Antifreeze
HNC	Heavy Duty NAPA Cooling
MO	NAPA Condensers
NAF	NAPA Antifreeze
NBH	NAPA Belts & Hose
NCC	NAPA COLD POWER New Compressors
NFR	NAPA Refrigerants
NHC	NAPA Heater Cores
NR	NAPA New Radiators
PAF	Prestone Antifreeze
PBH	Power Fit Belts & Hoses
SIE	Sierra Antifreeze
TEM	NAPA Temp Products, Fan Clutches
TFW	NAPA Tru-Flow New Water Pumps
THM	NAPA Thermostats
WP	NAPA Reman. Water Pumps
WPK	TruFlow Water Pump Kits



HEAVY DUTY/FLEET

NAPA Line Abb. Mfr.

AMM	AMMCO Lathes & Equipment
ATK	Remanufactured Engines
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	Wheel Attaching Hdw./Radiator, Oil & Fuel Caps/Engine Heaters, Heavy Duty Lighting, Lenses Lighting, Back-up Alarms, Transfer Pumps & Tanks, DEF Equipment, Storage Boxes, Hydraulics
BRG	NAPA Bearings
BSH	Long Haul Alternators/Bosch Wipers
CBL	NAPA Battery Cables
CHV	Chevron Delo Oil
CR	Air Dryers
CRB	Echlin Carburetor Parts
CRC	HD Chemicals
CTC	Coats Tire Changers & Balancers
DDD	Delphi Diesel Direct
DGN	Denso A/C Compressors
ECH	NAPA Echlin Electrical & Ignition Products
ETX	Alma Remanufactured Allison Transmissions
EXH	NAPA Exhaust
RL	NAPAGold Filters
FPD	FP Diesel Engine Parts
GAT	Gates Hydraulics
GRO	Grote
HFI	Hydraulic Filters
HNC	Heavy Duty NAPA Cooling
UT	NAPA Lighting
LMP	NAPA Lamps
MAC	NAPA Chemicals
MBI	Halidex Air Brake Products
MBI	Halidex Brake Shoes
MMM	3M Products
MS	Martin-Senour Paint & Accessories
NAF	NAPA Antifreeze
NBC	NAPA Battery Chargers



HEAVY DUTY/FLEET (CONT.)

NAPA Line Abb. Mfr.

NBH	NAPA Belts & Hoses
NCB	Power Service
NCC	NAPA Cold Power Compressors
NCP	NAPA Chassis
NHD	NAPA Heavy Duty Solutions
NF	NAPA Flashers
NDS	Oil Bath Seals
NOS	NAPA Oil Seals
NPP	NAPA Paper Products
NR	NAPA Radiators
NS	NAPA Shocks & Struts
NPJ	Proformer U-Joints
NTL	National Oil Bath Seals
NTP	NAPA Timing Products
NW	NAPA Wire Products
TWD	Full Line Heavy Duty Distributors
OWI	Old World Wipers
PHI	Phillips Heavy Duty Products
RFD	Rockford Fasteners
SCC	Security Chain
SEP	Sealed Power Engine Parts
SHE	Shell Rotella
TEM	NAPA Temp and Cool Cab Products
TFW	NAPA Tru-Flow New Water Pumps
THM	NAPA Thermostats
TWD	Full Line Heavy Duty Distributors
TWD	TW Anca Cargo Control
UP	NAPA Friction/Med. Duty
UP	NAPA Rotors
VAL	Valvoline Oil & Lubrication Products
WH	Weatherhead Hoses & Fittings
WIL	Wilson Electrical
WIP	NAPA Windshield Products
WP	NAPA Reman. Water Pumps



IMPLEMENT & EQUIPMENT PARTS

NAPA Line Abb. Mfr.

AC	ACDelco Spark Plugs
AFP	NAPA Fuel Pumps
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
BK	NAPA Balkamp Ag Products
BK	Optronics Lighting
BRG	NAPA Ag Bearings
BSH	Bosch Spark Plugs/Bosch Wipers
CBL	NAPA Battery Cables
CHA	Champion Spark Plugs
CR	CR Oil Bath Seals (Truck & Trailer)
CRB	Echlin Carburetor Parts
DEN	New Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
EXH	NAPA Exhaust
FIL	NAPAGold Filters
FPD	FP Diesel Engine Parts
FPG	NAPA Gaskets by Fel-Pro
GAT	Gates Hydraulics
GRO	Grote
HFI	Hydraulic Filters
HNC	Heavy Duty NAPA Cooling
LIT	NAPA Lighting
LMP	NAPA Lamps
MPB	Mileage Plus Battery Cables
MPE	Mileage Plus Ignition
MPF	Mileage Plus Carburetor & Fuel Injection Parts
MS	Martin-Senour Paints
NBH	NAPA Belts & Hoses
NFP	NAPA Fuel Pumps
NGK	NGK Spark Plugs and O2 Sensors
NGW	NGK Plug Wires
NIB	NAPA Industrial Batteries
NOS	NAPA Oil Seals
NPS	NAPA Power Steering Hoses
NTL	National Oil Bath Seals
NTP	NAPA Timing Products
NUJ	NAPA U-Joints
NW	NAPA Wire Products
OWI	Old World Wipers
PGB	Powerglide Ag Bearings
PHI	Phillips Heavy Duty Parts



IMPLEMENT & EQUIPMENT PARTS (CONT.)

NAPA Line Abb.	Mfr.
RAY	Rayloc Electrical
FPS	Rayloc Power Sport
SCC	Security Chain
SEP	Sealed Power Engine Parts
SME	NAPA Power Equipment Parts
TEM	NAPA Temp and Cool Cab Products
TFW	NAPA Tri-Flow New Water Pumps
THM	NAPA Thermostats
UP	NAPA Brakes
WH	Weatherhead Hoses & Fittings
WL	Wilson Electrical
WIP	NAPA Windshield Products
WP	NAPA Reman. Water Pumps



MARINE APPLICATION PARTS

NAPA Line Abb.	Mfr.
AC	ACDelco Spark Plugs
AFP	NAPA Fuel Pumps
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BE	NAPA Belden Wire & Wire Sets
BK	NAPA Balkamp Marine Accessories
BK	Optronics Lighting
BRG	NAPA Bearings
BSH	Bosch Spark Plugs
CBL	NAPA Battery Cables
CHA	Champion Spark Plugs
CRB	NAPA Echlin Carb & Fuel Inj. Parts
DEN	New Compressors, Spark Plug & O2 Sensors
ECH	NAPA Echlin Ignition Parts
EEE	E3 Spark Plugs
FIL	NAPAGold Filters
FPG	NAPA Gaskets by Fel-Pro
LIT	NAPA Lighting
LMP	NAPA Lamps
MPB	Mileage Plus Battery Cables
NBH	NAPA Belts & Hoses
NFP	NAPA Fuel Pumps
NGK	NGK Spark Plugs and O2 Sensors
NOS	NAPA Oil Seals
NTP	NAPA Timing Products
NUJ	NAPA U-Joints
NW	NAPA Primary Wire, Terminals, Wire Sets & Cable
FFI	NAPA Power Sport Filters
PSB	Personal Watercraft Batteries
FUJ	Predston U-Joints
SEP	Sealed Power Engine Parts
SME	NAPA Marine Parts
TFW	NAPA Tri-Flow New Water Pumps
WL	Wilson Electrical
WP	NAPA Remanufactured Water Pumps



NAPA CONSUMER PRODUCT LINES

NAPA Line Abb.	Mfr.
NCB	108
NCB	303
NCB	Alumaseal
NCB	Armor All
NCB	Bardahl
NCB	Bars Leak
NCB	Berryman
NCB	Blaster
NCB	Blue Devil
NCB	Blue Magic
NCB	Champion
NCB	Fast Orange
NCB	Fix a Flat
NCB	IDQ
NCB	Gojo
NCB	Gold Eagle
NCB	Greased Lighting
NCB	Gumout
NCB	Gunk
NCB	Heatmax
NCB	Heat
NCB	Hercoliner
NCB	Howes
NCB	Ice Melt
NCB	JB Weld
NCB	K-Seal
NCB	Megular's
NCB	Mother's



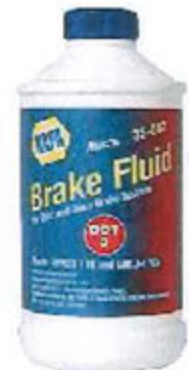
NAPA CONSUMER PRODUCT LINES

NAPA Line Abb.	Mfr.
NCB	NAPA Hand Cleaner
NCB	New Pig
NCB	NOS
NCB	No-Touch
NCB	Nufinish
NCB	Octane Boost
NCB	Omnilube
NCB	Peak
NCB	Power Service
NCB	Purell
NCB	Purple Power
NCB	Quick Silver
NCB	Radiator Specialty
NCB	Rain-X
NCB	Red Angel
NCB	Restore
NCB	Rislone
NCB	Simple Green
NCB	Simontze
NCB	Silme
NCB	Soltron
NCB	Sta-bil
NCB	Starbrite
NCB	Stoner
NCB	STP
NCB	Super Clean
NCB	Super K
NCB	Superlube
NCB	SurfCity
NCB	U Coat
NCB	White Shepard
NCB	ZEP
NCB	Zmax



OIL & CHEMICALS

NAPA Line Abb.	Mfr.
AIC	Altom Import Chemicals
BC	Blue Coral
CAS	Castrol Motor Oil
CHV	Chevron Motor Oil
CRB	NAPA Echlin Carb & Fuel Injection
CRC	CRC Chemicals
DIG	Duragloss Wax
EGO	Eagle One
FAF	Fleet/Final Charge Antifreeze
HAV	Havoline Motor Oil
KW	K & W Chemicals
LJC	Lucas Oil
MAC	NAPA Chemicals
MMM	3M Automotive
MOB	Mobil Motor Oil
NAF	NAPA Antifreeze/Coolant
NBF	NAPA Brake Fluid
NCB	NAPA Consumer Brands (see product listing above)
NFD	NAPA Absorbent
NHF	NAPA Hydraulic Fluid & Oil
NOL	NAPA Oil
PAF	Prestone Antifreeze
PEA	Peak Antifreeze
FEN	Pennzoil Motor Oil
PSF	NAPA Power Steering Fluid
OO	Quaker State Motor Oil
RPO	Royal Purple Synthetic Oil
SIE	Sierra Antifreeze
SF	SeaFoam
SHE	Shell Rotella H.D. Oil
SL	Sta-Lube Lubricants
SLK	Slick 50 Lubricants
TEM	Refrigerant Lubricants
TW	Turtle Wax/Marvel Oil
VAL	Valvoline Motor Oil
WD	WD-40
WWS	NAPA Washer Solvent/RV Antifreeze
ZFX	Zerex



PAINT & SUPPLIES

NAPA Line Abb.	Mfr.
BK	NAPA Balkamp Paint Accessories
DC	Duplicolor Aerosols
MMM	3M Products
MS	Martin-Senour Paint & Refinishing
NRA	Norton Abrasives
SPR	Sharpe Spray Equipment



SHOP SUPPLIES/MISCELLANEOUS

NAPA Line Abb.	Mfr.
EK	NAPA Balkamp (see back page)
FIL	Aqua check Filters
GAT	Gates Hydraulics
NOE	NAPA Solutions Assortments
NPP	NAPA Paper Products
NWW	NAPA Wheel Weights
RFD	Rockford Fasteners
SAS	SAS Safety Products
SOC	Security Chain
WH	Weatherhead Brass Fittings/ Hydraulic Hose Fittings/ Hydraulic Hoses



SMALL ENGINE

NAPA Line Abb.	Mfr.
AC	ACDelco Spark Plugs
ASP	Autolite Spark Plugs
BAT	NAPA Batteries
BEL	NAPA Belden Wire & Wire Sets
EK	NAPA Balkamp
BRG	NAPA Bearings
BRI	Briggs & Stratton
BSH	Bosch Spark Plugs
CHA	Champion Spark Plugs
CRB	Echlin Carburetor Parts
DEN	New Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
EEE	E3 Spark Plugs
FIL	NAPAGold Filters
GAT	Gates Hydraulics
MS	Martin-Senour Paints
NBH	NAPA Belts & Hoses
NGK	NGK Spark Plugs
NHF	NAPA Hydraulic Fluid
NOL	NAPA Oil & Grease
NOS	NAPA Oil Seals
NW	NAPA Wire Products
PFI	NAPA Power Sport Filters
PGB	Proformer Bearings
PSB	Power Sport Batteries
RPS	Rayloc Power Sport
SME	NAPA Power Equipment & Marine Parts
VAL	Valvoline Oil/Greases
WH	Weatherhead Hoses/Fittings



STEERING & SUSPENSION

NAPA Line Abb.	Mfr.
ABN	Arnott Air Suspension
MRC	Master Ride Chassis Parts
NCP	NAPA Precision Engineered Premium Chassis Parts
NPS	NAPA Power Steering Hoses
HRP	NAPA Rack & Pinion
NS	NAPA Shocks & Struts
NSP	NAPA Power Steering Pumps
PS	Premium NAPA Steering
RPC	Rare Parts Chassis
RR	NAPA Response Shocks & Struts
RRA	NAPA Response Strut Assemblies
RS	Rancho Suspension Parts

TIRE SERVICE

NAPA Line Abb.	Mfr.
EK	Tire Repair and TPMS Sensors and Tools
ECH	TPMS Sensors and Kits
NOE	NAPA Solutions TPMS Products
NTH	NAPA Tire Hardware
NWW	NAPA Wheel Weights

TOOLS & EQUIPMENT

NAPA Line Abb.	Mfr.
AIT	Armstrong Industrial Tools
AMM	AMMCO Brake Lathes & Accessories
APX	GearWrench
BSD	Bosch Diagnostics & Wheel Service
EK	OTC Diagnostics & Specialty Tools
EK	NAPA Evercraft Hand, Air & Service Tools
EK	Shop Equipment
CHT	Carlyle Hand Tools
CL	Challenger Lifts & Accessories
COG	Corgi Tire Changers & Balancers
CP	Chicago Pneumatic Air Tools
CFC	Coats Tire Changers & Balancers
CTL	Chief Automotive Technologies
DEW	DeWalt Tools & Accessories



TOOLS & EQUIPMENT (CONT.)

NAPA Line Abb.	Mfr.
ECH	TPMS Tools
EL	EnergyLogic Waste Oil Burners & Accessories
FIL	AquaCheck Filters
FWD	Forward Lifts
FPW	Firepower Welding Equipment
GAT	Gates Hydraulics
GEN	Briggs & Stratton Power Equipment
GJP	Genuine Joe Disposable Gloves
HOF	Hofmann Equipment & Accessories
JET	Jet Fabrication Equipment
IR	Ingersoll Rand Air Tools & Compressors
KJ	Kansas Jack Measuring Systems & Frame Machines
LNW	Marquette by Lincoln Electric
LSO	Lincoln Electric Special Order
MHR	Master Heaters & Fans
NAF	Blue DEF Equipment
NAC	NAPA Air Compressors/Pressure Washers
NBC	NAPA Battery Chargers
NBT	NAPA Battery Testers
MLE	NAPA Lifting Equipment
NOE	TPMS Tools
NPT	NAPA Prof. Air Tools
NTE	NAPA Cold Power A/C Tools
NTH	NAPA Tire Hardware
NW	NAPA Wire
NWW	NAPA Wheel Weights
OTC	OTC Lifting
PCT	Pro-Cut Brake Lathes
PPF	ProForce Power Equipment
POL	POSI LOCK Pullers
POR	Part-A-Cool Evaporative Cooling System
PPG	Powermate & Pramac Generators
ROB	Robinair A/C Equipment & TIF Accessories
RTI	A/C & Fluid Handling Equipment
RTY	Rotary Lifts
SAS	SAS Safety Products
SER	NAPA Professional Service Tools
SHV	Shop Vac
SOR	Solar Battery Chargers & Booster Packs
SPC	NAPA Specialty Tools (Ken-Tool)
SPR	Sharpe Spray Equipment
SW	Smart Washer
TSS	NAPA Tool Storage
WH	Hydraulics
WLD	NAPA Welding Accessories



TUNE-UP & FILTERS

NAPA Line Abb.	Mfr.
AC	ACDelco Spark Plugs
ASP	Autolite Spark Plugs
ATP	Automatic Transmission Filters
BK	K&N Filters
BEL	NAPA Belden Wire & Wire Sets
BSH	Bosch Oxygen Sensors
BSH	Bosch Spark Plugs
CHA	Champion Spark Plugs & Truck Wire Sets
CRB	NAPA Echlin Carb & Fuel Inj. Parts
DEM	Delphi Engine Management
DEN	New Denso Compressors, Spark Plugs & O2 Sensors
ECH	NAPA Echlin Ignition Parts
EEE	E3 Spark Plugs
FIL	NAPAGold Filters
MPB	Mileage Plus Belden Battery Cables
MPE	Mileage Plus Ignition
MPF	Mileage Plus Carburetor & Fuel Injection Parts
MPW	Mileage Plus Spark Plug Wires
NEC	NAPA Reman. Electronic Components
NGK	NGK Spark Plugs & NTK O2 Sensors
NGW	NGK Wire Sets
NND	NAPA New Distributors
NRD	NAPA Remanufactured Distributors
NW	NAPA Wire Products
PFI	NAPA Power Sport Filters
PFL	NAPA Platinum Filters
SFI	NAPA ProSelect Filters
SFL	NAPA Silver Filters
SME	NAPA Small Engine/Marine

VISION & SAFETY

NAPA Line Abb.	Mfr.
AVB	Proformer Lighting
BSH	Bosch Wiper Products
GRO	Grote
LIT	NAPA Lighting & Safety Equipment
LMP	NAPA Lamps
OWI	Old World Wipers
NF	NAPA Flashers
NOE	NAPA Solutions LED Lights
RAY	NAPA Wiper & Window Lift Motors
RAX	RainX Wipers
WIP	NAPA Windshield Products





NAPA BALKAMP

A FULL LINE OF SERVICE & SUPPLY PRODUCTS

- Accelerator, Clutch & Trans. Cables
- A/C By-Pass Pulleys
- Agricultural Supplies
- Air Fresheners
- Auto Antennas
- Automatic Transmission Parts
- Battery, Radiator & Service Items
- Blower Motors
- Body Hardware
- Body Riveting Supplies
- Booster Cables
- Brake Bleeding Equipment
- Brake Lines
- Brake Repair Parts
- Bulbs
- Cable Ties
- Car Covers
- Caps, Fuel, Oil, Radiator
- Carburetors
- Cell Phone Accessories
- Chemicals — Aerosols
- Chemicals — Locking & Sealers
- Chemicals — Misc.
- Chemicals — Silicones
- Chemicals — Trans. Additives
- Chilton Repair Manuals
- Cigarette Lighters
- Circuit Breakers & Testers
- Cleaning & Polishing Supplies
- Clutch Parts
- Control Cables
- Creepers & Casters
- Customizing Accessories
- Deflecta Shield
- Diagnostics
- Drop Cloths & Tarps
- Drop Cords & Accessories
- Electric Fuel Pumps (Universal)
- Electrical Supplies
- Engine Cooling Fans & Accessories
- Engine Heaters & Accessories
- Engine Heaters — H.D.
- Exhaust Adapters
- Exhaust Headers & Accessories
- Fiberglass Repair
- Fire Extinguishers
- Flashlights & Batteries
- Floor Mats
- Fluid Lines
- Flywheel Gears & Parts
- Fuel Caps
- Fuel Containers
- Fuel Regulators & Accessories
- Fuses
- Garage Exhaust Hoses
- General Shop Equipment
- Gloves
- Greasing Equipment
- Grinding Wheels
- Grommets
- Haynes Manuals
- Headlight Aiming Equipment
- Heat Risers
- Heater Valves & Fittings
- Heli-Coil Thread Inserts
- Hoists & Winches
- Horns & Accessories
- Hose Clamps
- Hoses, Nozzles, Reels & Accessories
- Industrial Equipment
- Insert Bits
- Jacks & Ramps
- Lenses — H.D.
- Lenses — Plastic
- Lift Support Cylinders
- Light Bulbs
- Light Truck, Van & 4WD Accessories
- Mirrors
- Mops, Brushes, Brooms & Scrapers
- Marine Accessories
- Mechanix Wear
- Merchandising Accessories
- Motorcycle Parts & Equipment
- Moulding — Body & Trim
- Mounts—Engine and Transmission
- Mud Flaps
- Muffler Clamps
- NAPA Evercraft™ Air Tools
- NAPA Evercraft™ Hand Tools
- NAPA Evercraft™ Service Tools
- NAPA Evercraft™ Tool Sets
- NAPA Wire
- O-Rings
- Oil Caps
- Padlocks
- PBE Tools
- Performance Parts & Accessories
- Pin Stripping
- Pocket Knives
- Power Steering Hoses/Parts
- Propane Torches & Accessories
- Quick Disconnect and Connect Products
- Radiator Caps
- Radiator Fan Assemblies
- Radiator Fan Motors
- Rear Axle Shaft Repair Kits
- Repair Manuals
- Repair Parts — Undercar, Underhood
- Ropes, Straps & Fasteners
- Rubber, Motor & Trans. Parts
- Running Boards & Accessories
- Safety Flares
- Safety Products
- Seat Covers & Cushions
- Service Station Equipment & Supplies
- Shifters
- Shock & Strut Mounting Parts
- Soldering & Welding Equipment
- Speaker Kits & Radios
- Speedi-Sleeves
- Speedometer Cables & Parts
- Splash Guards — Heavy Duty
- Spotlights
- Sprayers & Spray Guns
- Spring U-Bolts
- Springs, Boosters & Stabilizers
- Starter Drives & Parts
- Steel Brake Lines & Parts
- Storm Vision Wipers & Winter Blades
- Suspension Parts
- Tachometers & Gauges
- Tape
- Terminals
- Testing Equipment
- Threaded Steel Rods
- Tire & Tube Repair Materials
- Towing Equipment/Trailer Hitches
- Truck Accessories — Heavy Duty
- Ventshades
- Warning Devices
- Water Outlets
- Weatherstripping
- Wheel Attaching Parts — Heavy Duty
- Wheel Chocks
- Wheel Covers and Accessories
- Windshield Washer Pumps

See your servicing NAPA AUTO PARTS Store:



OE Quality From Around the World



NAPA **IMPORT**
AUTO PARTS

Bearings

FAG	NSK
Febi Bilstein	NTN
INA	Rein
Koyo	SKF
Meyle	Vaico
Nachi	

Belts

Bando	Mitsubishi
ContiTech	

Body, Safety & Vision

Behr	Rein
Febi Bilstein	Ultra-8
Hella	ÜRO Parts
Meyle	Vaico
Pimax	Valeo

Brake & Clutch Hydraulics

Aisin	Nissin
ATE	Sachs
CEF	Seiken
FAG	Tokico
FTE	TRW
Meyle	Ultra-8

Brake Calipers

NuGeon	TRW
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Brake Pads

Advics	PBR
Akebono	Sangsin
Jurid	Ultra-8
Nissin	Zimmermann
Pagid	

Brake Rotors & Drums

ATE	Mountain
Brembo	Ultra-8
Fremax	VNE
Kiriu	Zimmermann

Bulbs and Fuses

Flösser	Jahn
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Chassis

555	Sidem
CTR	TRW
Febi Bilstein	Ultra-8
Lemförder	ÜRO Parts
Meyle	Vaico
Ocap	Whiteline

Chemicals & Additives

Aisin	Liqui-Moly
Elring	Pentosin
Eneos	Vaico
Febi Bilstein	

Clutches

Aisin	NKK
Exedy	Sachs
LUK	Valeo

Coil Springs

Lesjöfors	Suplex
Meyle	Ultra-8

Control Cables

Cofe	TSK
Gemo	Ultra-8

CV Joints & Boots

GKN	Rein
Febi Bilstein	Ultra-8

Engine Parts

Ajusa	NPR
ACL	Nüral
Asco	OSK
Cofap	Osvat
Elring	Paraut
Febi Bilstein	Taiho
Goetze	TRW
Kolbenschmidt	Ultra-8
Meyle	Vaico
NDC	

Heating & Cooling Components

Behr	NPW
Bosch	Rein
CoolXpert	Ultra-8
Febi Bilstein	ÜRO Parts
Meyle	Vemo

Filters

Bosch	MANN
Corteco	Meyle
Febi Bilstein	Rein
Full	Ultra-8
Hengst	Union Sangyo
Mahle	

Fuel Management

Bosch	Pierburg
Denso	Rotomaster
Kyosan	VDO Siemens
Hitachi	

Gaskets & Seals

Ajusa	Stone
Elring	Ultra-8
Febi Bilstein	ÜRO Parts
Goetze	Victor Reinz
KP Gasket	Elwis Royal

Ignition Components

Behr	Febi Bilstein
Beru	Hitachi
Bosch	Meyle
Bremi	Ultra-8
Denso	ÜRO Parts
Facet	YEC

Ignition Wires

Beru	Bremi
Bosch	Ultra-8

Lift Supports

Febi Bilstein	Stabilus
Meyle	Vaico
Rein	

Mounts

Febi Bilstein	Ultra-8
Lemförder	ÜRO Parts
Meyle	

Oil Pumps

Aisin	Paraut
Febi Bilstein	Ultra-8
Meyle	

Radiators

Behr	Nissens
CSF	Valeo
Koyo	

Sensors & Switches

Bosch	Niles
Denso	Pex
Facet	Pierburg
FAE	Programa
Febi	Ultra-8
Hitachi	VDO Siemens
KAE	Vemo
Meyle	

Shocks, Struts & Mounts

Bilstein	Lemförder
Cofap	Sachs
KYB	Ultra-8

Tensioners

Aisin	KOYO
FAG	NSK
Febi Bilstein	NTN
GMB	OSK
INA	

Thermostats

Behr	Tama
Bosch	Vernet
Mahle	Wahler

Timing Kits

Aisin	OSK
ContiTech	Tsubaki

Water Pumps

Aisin	Pierburg
GMB	Saleri
Laso	VDO
NPW	Ultra-8
Paraut	

ALTROM
GROUP





PAINT, BODY & EQUIPMENT PRODUCTS



REFINISHING PRODUCTS

MS — Martin Senour Paint



A full line of paint products, including:

- Acrylic enamel
- Acrylic lacquer
- Aerosols — general purpose and specialty
- Body panel bonding by Fusor
- Commercial coatings
- Hardeners
- Polyurethane and acrylic urethane topcoat and bc/cc refinishing systems in both conventional and v.o.c. compliant formulations
- Thinners — enamel and urethane
- Reducers
- Undercoats
- Vortex-Waterborne paint

MS — ATA Paint Products

- Abrasives
- Adhesives
- Agitation equipment (full line)
- Backing plates
- Buffing and polishing compounds
- Conventional and v.o.c. cleaning solvents
- Digital scales
- Fillers — regular, lightweight, fibre-hair and fibre-strand
- Fusor adhesives
- Glazes and pads
- Grinding pads
- Internet-based color retrieval systems
- Liquid masking products
- Masking paper
- Mixing benches
- Shakers

MS — Associated Products (Special Order)

Note: Available from your servicing NAPA AUTO PARTS Store by Special Order only.

- DeVilbiss
- Eldorado
- Farecia
- Fiberglass Evercoat
- Innovative Work Tools
- Iwata
- Klean-Strip
- SATA
- SEM
- Trisk
- Viledon
- Viskon-Aire

SAS — Safety Corp. Shop Safety & Compliance



- Coveralls/spray suits
- Fresh air systems
- Protective eyewear
- Protective gloves
- Respirators

MMM — 3M



- Abrasives
- Adhesives
- Buffing and polishing
- Bondo
- Coatings and sealers
- Compounding glazing and polishing products
- Duramix™
- Dynalite
- Grinding discs
- Liquid masking products
- Masking tape, paper and machines
- PPS™ Paint Preparation System
- Putties
- Safety products
- Sanding sponges
- Striping tape and graphics
- Surface conditioning products
- Undercoatings
- Welding products

BK — NAPA Balkamp

- Body hardware
- Blue masking paper
- Bondo body fillers
- Buffing pads
- Fiberglass repair and accessories
- Mason riveting products
- Paint pails
- Plastic sheeting and accessories
- Spot putty
- Spreaders
- Replacement lamp assemblies and tail light assemblies
- Replacement mirrors and assemblies
- Undercoating
- US Chemical



Continued on back.



PAINT, BODY & EQUIPMENT PRODUCTS



SERVICE & SHOP SUPPLY PRODUCTS

NAPA Line Abb.	Manufacturer
• BK	NAPA Balkamp
• GAT	Gates Hydraulics
• NPP	NAPA Paper Products
• NPP	Tork Products
• NTH	NAPA Tire Hardware
• NWW	NAPA Wheel Weights
• RFD	Rockford Fasteners
• SCC	Security Chain
• WH	Weatherhead Brass Fittings/Hydraulic Hose Fittings/ Hydraulic Hoses

NAPA TOOLS & EQUIPMENT

NAPA Line Abb.	Manufacturer
• AIT	Armstrong Tools
• AMM	AMMCO-Coates Equipment & Accessories
• BK	OTC Diagnostics & Specialty Tools
• BK	NAPA Hand, Air & Service Tools
• BK	Shop Equipment
• BSD	Bosch Diagnostic Equipment
• CL	Challenger Lifts & Accessories
• COG	Corghi Tire Changers & Balancers
• DEW	DeWalt Tools & Accessories
• EL	EnergyLogic Waste Oil Burners & Accessories

NAPA TOOLS & EQUIPMENT (cont.)

NAPA Line Abb.	Manufacturer
• FPW	Firepower Welders
• GEN	Generac Generators
	Pressure Washers
• HOF	Hofmann Equipment & Accessories
• KJ	Kansas Jack Measuring Systems
	& Frame Machines
• NAC	NAPA Air Compressors
	Pressure Washers
• NBC	NAPA Battery Chargers
• NHT	NAPA Hand Tools
• NLE	NAPA Professional Lifting Equipment
• NPT	NAPA Professional Air Tools
• NTH	NAPA Tire Hardware
• OTC	Specialty Tools
• POL	POSI-LOCK Pullers
• POR	Port-A-Cool Evaporative Cooling Systems
• ROB	Robinair A/C Equipment
• RH	Reddy Heaters/ Portable Heaters
• SAS	Survival Air Safety Products
• SER	NAPA Service Tools
• SHV	Shop Vacuums & Accessories
• SOR	Solar Products/Coolant Recyclers/Booster Pacs
• SPC	NAPA Specialty Tools (Ken-Tool)
• SPR	Sharpe Spray Equipment
• SW	Smart Washer
• TSS	NAPA Storage Series
• VG	Vise-Grip (Irwin Tools)
• WLD	NAPA Welding

AUTOMOTIVE/LIGHT TRUCK REPLACEMENT PARTS

NAPA Line Abb.	Manufacturer
• ADO	Adaptive One Hybrid Ceramic Brake Pads
• APD	New NAPA Radiators & Condensers
• ATK	Reman. Engines
• BAT	NAPA Batteries
• BK	NAPA Balkamp
• BEL	NAPA Belden Wire & Wire Sets
• BSH	Bosch Fuel Pumps, Spark Plugs, Oxygen Sensors, Electrical and Wiper Blades
• CRB	NAPA Echlin Fuel System Parts
• DAC	Delphi New A/C Compressors
• DEN	Denso New A/C Compressors
• DFP	Delphi Fuel Pumps
• ECH	NAPA Echlin Ignition Parts
• EXH	NAPA Exhaust
• FIL	NAPA Gold Filters
• FPG	NAPA Gaskets by Fel-Pro
• LMP	NAPA Lamps
• MO	Modine Condensers
• MRC	Master Ride Chassis (Economy)
• NB	NAPA Brakes Premium Rotors and Drums
• NBH	NAPA Belts & Hose
• NCC	COLD POWER New Compressors
• NCL	NAPA Reman. Clutch Packs
• NCP	NAPA Precision Engineered Premium Chassis Parts
• NEC	NAPA Reman Electronic Components
• NF	NAPA Flashers
• NFP	NAPA Fuel Pumps
• NHC	NAPA Heater Cores
• NNC	NAPA New Clutch Packs
• NMD	NAPA Max Drive CV (New & Reman.)
• NPJ	Precision U-Joints
• NR	NAPA Radiators
• NS	NAPA Shocks & Struts
• PMT	Pro-King Reman. Manual Transmissions
• RAY	Rayloc Electrical
• RPC	Rare Parts Chassis
• SDC	Semi-Loaded Disc Calipers
• SFI	NAPA ProSelect Filters
• SS	Safety Stop Premium Brake Pads/Shoes
• TEM	NAPA Temp A/C Products & Fan Clutches
• TFW	Tru Flow Water Pumps (New)
• THM	NAPA Thermostats
• UP	NAPA Brakes Ultra Premium Rotors
• VIS	Visteon New Compressors
• WIL	Wilson Electrical
• WIP	NAPA Windshield Products
• WP	NAPA Reman. Water Pumps

See Your Servicing NAPA AUTO PARTS Store



NAPA Supports





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C No. Ext): 866-283-7122 FAX (A/C No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS Rayloc, SP Richards, Supply Source Enterprises, General Tool & Supply etal 2999 Wildwood Parkway Atlanta GA 30339 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corp		15105
	INSURER B: Old Republic Insurance Company		24147
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D:		
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER: 570063413964	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY308211	09/01/2016	09/01/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 308160	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			XOOG27888719002	09/01/2016	09/01/2017	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	LDS4049768 AOS SP4054153 OH SIR applies per policy terms & conditions	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A					01/01/2016	01/01/2017	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation No. ADSP016-00005625, Aftermarket Automotive Parts and Services. State of Arizona and its Departments, agencies, boards, commissions, universities, officers, officials, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER ADOT/State Procurement Office ADSP016-129364 Aftermarket Automotive Parts and Service Attn: Lori Noyes 100 N. 15th Ave, Suite 201 Phoenix AZ 85007 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc</i>
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Holder Identifier :

Certificate No : 570063413964



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, B1g1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS Rayloc, SP Richards, Supply Source Enterprises, General Tool & Supply etal 2999 wildwood Parkway Atlanta GA 30339 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Safety National Casualty Corp NAIC # 15105	
	INSURER B: Old Republic Insurance Company 24147	
	INSURER C: ACE Property & Casualty Insurance Co. 20699	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570063427284** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY308211	09/01/2016	09/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 308160	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000		XOOG27888719002	09/01/2016	09/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	LD54049768 AOS SP4054153 OH SIR applies per policy terms & conditions	01/01/2016 01/01/2016	01/01/2017 01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-FA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of Arizona and the Department named above is included as additional insureds, ATIMA.

CERTIFICATE HOLDER State Procurement Office Capital Center, Ste 103 15 South 15th Avenue Phoenix AZ 85007-3223 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>
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Holder Identifier :

Certificate No : 570063427284

Arizona State Department Listing With Corresponding NAPA Auto Parts Stores

Arizona Department of Transportation Locations				NAPA Auto Parts Locations							
Location	Street Address	City	ZipCode	NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
Prescott Shop	6901 E. Second Street	Prescott Valley	86314	R & R Auto & Truck Parts	533 Madison Avenue	Prescott	AZ	86301	Robert Galler	(928) 445-2240	(928) 541-9148
				R & R Auto & Truck Parts	7563 E. Highway 69, Suite A	Prescott Valley	AZ	86314	Robert Galler	(928) 772-9455	(928) 772-6014
Payson Shop	200 N. Colcord Suite A	Payson	85541	DEK Auto Parts	110 West Main	Payson	AZ	85547	Tony Dugan	(928) 474-5221	(928) 474-1417
Kingman Shop	3540 E. Highway 66	Kingman	86402	Mohave Auto Parts	2545 E. Andy Devine Blvd.	Kingman	AZ	86401	Tammy Green	(928) 753-6759	(928) 753-6853
Flagstaff Shop	5701 Railhead Ave.	Flagstaff	86004	Grand Canyon Auto Supply	1865 E. Butler	Flagstaff	AZ	86001	Brent Crosser	(928) 774-2733	(928) 779-2278
Holbrook Shop	2407 E. Navajo Blvd	Holbrook	86025	White Mountain Auto Supply	821 South Main Street	Snowflake	AZ	85937	Ted Lorna	(928) 536-4251	(928) 536-2026
				Grand Canyon Auto Parts	1507 N. Park Plaza Drive	Winslow	AZ	86047	Brent Crosser	(928) 289-2043	(928) 289-5896
Page Shop	HWY 89	Page	86040	Lake Powell Automotive	837 Vista Ave.	Page	AZ	86040	Keith Webb	(928) 645-8876	(928) 645-2928
FredoniaShop	HWY 89 A	Fredonia	86022	CC Auto Parts	115 South 100 East	Knab	UT	84741	Curtis Cutler	(435) 644-2526	(435) 644-5379
Littlefield Shop	Box 144	Littlefield	86432	Dixie Auto Parts	301 E. St. George Blvd	St George	UT	84770	Chuck Schenock	(435) 673-3564	(435) 673-6553
Kayenta Shop	Box 398	Kayenta	86033	L & L Auto	1000 Main St.	Kayenta	AZ	86033	Wayland Lafont	(928) 697-3040	(928) 697-8259
Tucson Shop	1444 W. Grant St.	Tucson	85745	NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Judas Flores	(520) 623-8621	(520) 792-4285
Safford Shop	1st Ave. & 32nd St.	Safford	85546	Mack's Auto Supply	1575 W. Highway 70	Safford	AZ	85546	Chris Mack	(928) 428-3873	(928) 428-4559
Douglas Shop	2100 A Ave Build #2123	Douglas	85607	Douglas NAPA	500 Chircahua Rd.	Douglas	AZ	85607	Sean Lawley	(520) 364-7449	(520) 364-7316
Globe Shop	HWY 60 MP 253	Globe	85502	Mack's Auto Supply	1100 N. Broad Street	Globe	AZ	85501	Chris Mack	(928) 425-5714	(928) 425-4033
Show Low Shop	200 W. Mcneil	Showlow	85901	White Mountain Auto Supply	330 W. Deuce of Clubs	Show Low	AZ	85901	Ted Lorna	(928) 537-4317	(928) 537-4005
Springerville	US 60 MP 388.7	Springerville		White Mountain Auto Supply	98 South Mountain Ave.	Springerville	AZ	85938	Ted Lorna	(928) 333-2688	(928) 333-2988
St. Johns Shop	US 180 MP 369	St. Johns		White Mountain Auto Supply	330 W. Deuce of Clubs	Show Low	AZ	85901	Ted Lorna	(928) 537-4317	(928) 537-4005
Yuma Shop	2243 E. Gila Ridge Rd.	Yuma	85365	Northend Autoparts Inc.	350 W. 10th St.	Yuma	AZ	85364	Matt Flournoy	(928) 782-4721	(928) 782-0136
				Northend Autoparts Inc.	3080 S. Pacific Ave.	Yuma	AZ	85365	Matt Flournoy	(928) 341-4688	(928) 341-4838
Phoenix Service Center	2225 S. 22nd Ave.	Phoenix	85009	NAPA Auto Parts	2811 W. Thomas Road	Phoenix	AZ	85017	Kevin Grover	(602) 272-5611	(602) 415-3114
Avondale Shop	1702 N. 10th St.	Avondale	85323	NAPA Auto Parts	519 W. Western	Avondale	AZ	85323	Ruben Ramirez	(623) 932-1550	(623) 932-1554
Mesa Shop	2409 N. Country Club Drive	Mesa	85201	NAPA Auto Parts	3051 E. Main Street	Mesa	AZ	85213	Sean Henley	(480) 924-6992	(480) 924-5521
Capital Mall Shop	1501 W. Madison	Phoenix	85007	NAPA Auto Parts	2811 W. Thomas Road	Phoenix	AZ	85017	Kevin Grover	(602) 272-5611	(602) 415-3114
Casa Grande Shop	15614 W. Boxelder Dr.	Casa Grande	85222	Automotive Supply Co.	217 East 2nd Street	Casa Grande	AZ	85122	John Broome	(520) 836-7487	(520) 836-4895
Arizona Department of Corrections Locations				NAPA Auto Parts Locations							
Location	Street Address	City	ZipCode	NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
Arizona State Prison Complex - Phoenix	2500 E. Van Buren St.	Phoenix	85008	NAPA Auto Parts	502 E. Buckeye Rd	Phoenix	AZ	85004	Richard Yepez	(602) 254-6643	(602) 252-2607
Arizona State Prison Complex - Florence	1305 E. Butte Ave.	Florence	85232	Florence Auto Supply	440 South Main	Florence	AZ	85132	Buz Day	(520) 868-5839	(520) 868-8049
Arizona State Prison Complex - Eyman	4374 E. Butte Ave.	Florence	85232	Florence Auto Supply	440 South Main	Florence	AZ	85132	Buz Day	(520) 868-5839	(520) 868-8049
Arizona State Prison Complex - Perryville	2014 N. Citrus Rd.	Goodyear	85338	NAPA Auto Parts	519 W. Western	Avondale	AZ	85323	Ruben Ramirez	(623) 932-1550	(623) 932-1554
Arizona State Prison Complex - Ft. Grant	15500 S. Fort Grant Rd.	Ft. Grant	85644	Mack's Auto Supply	1575 W. Highway 70	Safford	AZ	85546	Chris Mack	(928) 428-3873	(928) 428-4559
				Willcox Auto Parts	287 S. Haskell Ave.	Willcox	AZ	85643	Carl Hestand	(520) 384-2287	(520) 384-2078
Arizona State Prison Complex - Safford	896 S. Crook Rd.	Safford	85546	Mack's Auto Supply	1575 W. Highway 70	Safford	AZ	85546	Chris Mack	(928) 428-3873	(928) 428-4559
Arizona State Prison Complex - Winslow	2100 S. Highway 87	Winslow	86047	Grand Canyon Auto Parts	1507 N. Park Plaza Drive	Winslow	AZ	86047	Brent Crosser	(928) 289-2043	(928) 289-5896
Arizona State Prison Complex - Apache	38322 U.S. Highway 60	St. Johns	85936	White Mountain Auto Supply	98 South Mountain Ave.	Springerville	AZ	85938	Ted Lorna	(928) 333-2688	(928) 333-2988
Arizona State Prison Complex - Globe	1000 Fairgrounds	Globe	85501	Mack's Auto Supply	1100 N. Broad Street	Globe	AZ	85501	Chris Mack	(928) 425-5714	(928) 425-4033
Arizona State Prison Complex - Douglas	6911 N. BDI Blvd	Douglas	85608	Douglas NAPA	500 Chircahua Rd.	Douglas	AZ	85607	Sean Lawley	(520) 364-7449	(520) 364-7316
Arizona State Prison Complex - Tucson	1000 S. Wilmont Rd.	Tucson	85743	NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Judas Flores	(520) 623-8621	(520) 792-4285
Arizona State Prison Complex - Lewis	26700 S. Highway 85	Buckeye	85326	Vans Auto Parts	126 S. 4th Street	Buckeye	AZ	85326	Derek Vanarsdol	(623) 386-5616	(623) 386-2963
Arizona State Prison Complex - Yuma	23115 S. Avenue B, County 2	Somerton	85366	Northend Autoparts Inc.	350 W. 10th St.	Yuma	AZ	85364	Matt Flournoy	(928) 782-4721	(928) 782-0136
				Northend Autoparts Inc.	3080 S. Pacific Ave.	Yuma	AZ	85365	Matt Flournoy	(928) 341-4688	(928) 341-4838
Department of Public Safety Locations				NAPA Auto Parts Locations							
Location	Street Address	City	ZipCode	NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
DPS Phoenix Fleet	2610 S. 16th St.	Phoenix	85005	NAPA Auto Parts	502 E. Buckeye Rd	Phoenix	AZ	85004	Richard Yepez	(602) 254-6643	(602) 252-2607
DPS Tucson Fleet	6401 S. Tucson Blvd	Tucson		NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Judas Flores	(520) 623-8621	(520) 792-4285
DPS Flagstaff Fleet	1145 W. Kaibab Lane	Flagstaff		Grand Canyon Auto Supply	1865 E. Butler	Flagstaff	AZ	86001	Brent Crosser	(928) 774-2733	(928) 779-2278
Department of Game and Fish Locations				NAPA Auto Parts Locations							
Location	Street Address	City	ZipCode	NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
	5325 N. Stockton Hill Rd.	Kingman	86401	Mohave Auto Parts	2545 E. Andy Devine Blvd.	Kingman	AZ	86401	Tammy Green	(928) 753-6759	(928) 753-6853
	7200 E. University Ave.	Mesa	85207	NAPA Auto Parts	3051 E. Main Street	Mesa	AZ	85213	Sean Henley	(480) 924-6992	(480) 924-5521
	2878 E. White Mountain Blvd	Pinetop	85935	White Mountain Auto Supply	330 W. Deuce of Clubs	Show Low	AZ	85901	Ted Lorna	(928) 537-4317	(928) 537-4005
	9140 E. County 10 1/2 St.	Yuma	85365	Northend Autoparts Inc.	350 W. 10th St.	Yuma	AZ	85364	Matt Flournoy	(928) 782-4721	(928) 782-0136
				Northend Autoparts Inc.	3080 S. Pacific Ave.	Yuma	AZ	85365	Matt Flournoy	(928) 341-4688	(928) 341-4838
	3500 S. Lake Mary Rd.	Flagstaff	86001	Grand Canyon Auto Supply	1865 E. Butler	Flagstaff	AZ	86001	Brent Crosser	(928) 774-2733	(928) 779-2278
	555 N. Greasewood Rd.	Tucson	85745	NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Judas Flores	(520) 623-8621	(520) 792-4285

5000 W. Carefree Hwy

Phoenix

85086

Deer Valley NAPA

22840 N. 19th Ave.

Phoenix

AZ

85027

Bill Wiemann

623-869-0912

623-879-7249



Contract Change Order Summary

Contract No.: ADSPO16-129364

Change Order No.: 6

Date: March 8, 2017

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Aftermarket Automotive Parts and Service, Statewide GENUINE PARTS CO NAPA

1. The above mentioned contract is hereby amended as follows:
 - a. In accordance with Special Terms and Conditions, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through March 31, 2018.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**State of Arizona Servicing NAPA Stores
Based on Account Matchup**

NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
NAPA Auto Parts	519 W. Western	Avondale	AZ	85323	Ruben Ramirez	(623) 932-1550	(623) 932-1554
Vans Auto Parts	126 S. 4th Street	Buckeye	AZ	85326	Derek Vanarsdol	(623) 386-5616	(623) 386-2963
Automotive Supply Co.	217 East 2nd Street	Casa Grande	AZ	85122	John Broome	(520) 836-7487	(520) 836-4895
Tinks Superior Auto Parts	210 W. 200 N	Cedar City	UT	84720	Gary Holyoak	435-586-3896	435-586-5918
Douglas NAPA	500 Chircahua Rd.	Douglas	AZ	85607	Sean Lawley	(520) 364-7449	(520) 364-7316
Grand Canyon Auto Supply	1865 E. Butler	Flagstaff	AZ	86001	Brent Crosser	(928) 774-2733	(928) 779-2278
Florence Auto Supply	440 South Main	Florence	AZ	85132	Buz Day	(520) 868-5839	(520) 868-8049
Mack's Auto Supply	1100 N. Broad Street	Globe	AZ	85501	Chris Mack	(928) 425-5714	(928) 425-4033
L & L Auto	1000 Main St.	Kayenta	AZ	86033	Wayland Lafont	(928) 697-3040	(928) 697-8259
Mohave Auto Parts	2545 E. Andy Devine Blvd.	Kingman	AZ	86401	Tammy Green	(928) 753-6759	(928) 753-6853
CC Auto Parts	115 South 100 East	Knab	UT	84741	Curtis Cutler	(435) 644-2526	(435) 644-5379
NAPA Auto Parts	3051 E. Main Street	Mesa	AZ	85213	Sean Henley	(480) 924-6992	(480) 924-5521
Lake Powell Automotive	837 Vista Ave.	Page	AZ	86040	Keith Webb	(928) 645-8876	(928) 645-2928
DEK Auto Parts	110 West Main	Payson	AZ	85547	Tony Dugan	(928) 474-5221	(928) 474-1417
NAPA Auto Parts	2811 W. Thomas Road	Phoenix	AZ	85017	Kevin Grover	(602) 272-5611	(602) 415-3114
NAPA Auto Parts	502 E. Buckeye Rd	Phoenix	AZ	85004	Richard Yezpez	(602) 254-6643	(602) 252-2607
R & R Auto & Truck Parts	533 Madison Avenue	Prescott	AZ	86301	Robert Galler	(928) 445-2240	(928) 541-9148
R & R Auto & Truck Parts	7563 E. Highway 69, Suite A	Prescott Valley	AZ	86314	Robert Galler	(928) 772-9455	(928) 772-6014
Mack's Auto Supply	1575 W. Highway 70	Safford	AZ	85546	Chris Mack	(928) 428-3873	(928) 428-4559
White Mountain Auto Supply	330 W. Deuce of Clubs	Show Low	AZ	85901	Ted Lorona	(928) 537-4317	(928) 537-4005
White Mountain Auto Supply	821 South Main Street	Snowflake	AZ	85937	Ted Lorona	(928) 536-4251	(928) 536-2026
White Mountain Auto Supply	98 South Mountain Ave.	Springerville	AZ	85938	Ted Lorona	(928) 333-2688	(928) 333-2988
Dixie Auto Parts	301 E. St. George Blvd	St George	UT	84770	Chuck Schenock	(435) 673-3564	(435) 673-6553
NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Judas Flores	(520) 623-8621	(520) 792-4285
Willcox Auto Parts	287 S. Haskell Ave	Willcox	AZ	85643	Carl Hestand	(520) 384-2287	(520) 384-2078
Grand Canyon Auto Parts	1507 N. Park Plaza Drive	Winslow	AZ	86047	Brent Crosser	(928) 289-2043	(928) 289-5896
Northend Autoparts Inc.	3080 S. Pacific Ave.	Yuma	AZ	85365	Matt Flournoy	(928) 341-4688	(928) 341-4838
Northend Autoparts Inc.	350 W. 10th St.	Yuma	AZ	85364	Matt Flournoy	(928) 782-4721	(928) 782-0136

**State Of Arizona NAPA Stores
Stores Able To Provide Necessary Service**

NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
Del Sur Auto Parts	2050 N. Highway 85	Ajo	AZ	85321	Kord Klinefelter	(520) 387-6962	(520) 387-6932
Apache Trail Auto Supply	11206 E. Apache Trail #1	Apache Junction	AZ	85120	Rip & Katie Vache	(480) 986-7800	(480) 986-7808
Benson NAPA	755 E. 4th Street	Benson	AZ	85602	Sean Lawley	(520) 586-2272	(520) 586-7006
Bisbee NAPA	782 W. Highway 92	Bisbee	AZ	85602	Sean Lawley	(520) 432-5312	(520) 432-5256
County Motor Parts	135 N. Commercial #B	Blythe	CA	92225	Donny Nichols	(760) 922-2142	(760) 922-9084
Verde Auto Parts	27 W. General Crook Trail	Camp Verde	AZ	86322	Steve Thrine	(928) 567-3356	(928) 567-3357
Mel's Auto L.L.C.	71 East Fry Rd.	Chandler	AZ	85225	Thomas Dugan	(480) 963-6402	(480) 917-3901
Mack's Auto Supply	253 S. Coronado Blvd.	Clifton	AZ	85533	Chris Mack	(928) 428-3873	(928) 428-4559
Day Auto Supply	403 West Central	Coolidge	AZ	85128	Buz Day	(520) 723-9551	(520) 723-5788
Cottonwood Auto Parts	420 South Main Street	Cottonwood	AZ	86326	John & Laurie Luden	(928) 634-4213	(928) 634-3213
JRRS Auto & Truck Parts	12555 NW Grand Ave.	El Mirage	AZ	85335	Joe Roche	(623) 583-0888	(623) 583-2995
Valley Auto Parts	451 S. Sunshine Blvd.	Eloy	AZ	85231	Richard Horton	(520) 466-9231	(520) 466-2170
Bill Henry's Auto Supply	619 W. Pima	Gila Bend	AZ	85337	Tony Davis	(928) 683-6324	
NAPA Auto Parts	1022 N. Gilbert Road	Gilbert	AZ	85234	Rob Weaver	(480) 892-9866	(480) 892-9872
NAPA Auto Parts	16680 N. 51st Ave.	Glendale	AZ	85306	Brian Knute	(602) 993-5700	(602) 993-5932
NAPA Auto Parts	6020 W. Myrtle Avenue	Glendale	AZ	85301	Mark Arnold	(623) 939-8383	(623) 934-0359
NAPA Auto Parts	19193 S. Alpha Ave.	Green Valley	AZ	85614	Jason Breeden	(520) 648-6272	(520) 648-6275
Kearny Auto Supply	393 Alden Road	Kearny	AZ	85237	Rip & Katie Vache	(520) 363-5557	(520) 363-5102
Lake Havasu NAPA	124 N. Lake Havasu Avenue	Lake Havasu	AZ	86043	James Bacigalupo	(928) 855-9171	(928) 855-9319
Marana Auto Parts	13750 N. Sandario Road	Marana	AZ	85653	Kent Crofts	(520) 682-3031	(520) 682-9448
Mel's Auto L.L.C.	19563 N. John Wayne Pkwy.	Maricopa	AZ	85239	Thomas Dugan	(520) 568-2341	(520) 568-4224
NAPA Auto Parts	2330 W. Broadway #101	Mesa	AZ	85202	David Brannan	(480) 281-0140	(480) 649-0319
NAPA Auto Parts	6827 E. Main St.	Mesa	AZ	85207	Hank Armstrong	(480) 294-6999	(480) 294-6169
Big O & Auto Parts	949 W. Broadway	Needles	CA	92363	Eileen Hartwick	(760) 326-2668	
NAPA Auto Parts	291 N. Grand Ave	Nogales	AZ	85621	Jesus Medina	(520) 761-1602	(520) 377-0130
Automotive Care Center of Overgaard	2828 Hwy 260	Overgaard	AZ	85933	Fritz Krieser	(928) 535-4898	(928) 535-5371
NAPA Auto Parts	10447 N 83rd Avenue	Peoria	AZ	85345	Clayton Lawson	(623) 979-3363	(623) 979-3100
NAPA Auto Parts	7622 W. Indian School Road	Phoenix	AZ	85033	Antonio Bracamontes	(623) 850-6272	(623) 850-6286
NAPA Auto Parts	4327 W. Van Buren	Phoenix	AZ	85043	Bob Thale	(602) 272-2341	(602) 272-1011
NAPA Auto Parts	2711 E. Bell Road	Phoenix	AZ	85032	Dan Farnham	(602) 344-2000	(602) 344-2014
NAPA Auto Parts	9425 N 7th St.	Phoenix	AZ	85260	Nick Rodriguez	(602) 331-2437	(602) 331-3108
NAPA Auto Parts	3707 East Broadway	Phoenix	AZ	85040	Rod Brown	(602) 437-3028	(602) 437-4526
NAPA Auto Parts	2150 E. Thomas Road	Phoenix	AZ	85016	Tim Nelessen	(602) 267-0677	(602) 667-3520
JRRS Auto & Truck Parts	22840 N. 19th Ave.	Phoenix	AZ	85027	Joe Roche	623-869-0912	623-879-7249
Day Auto Supply	18705 E. Business Park Drive	Queen Creek	AZ	85142	Buz Day	(480) 988-5622	(480) 457-8154
Growers Oil Co.	66253 Hwy 60	Salome	AZ	85348	Doug Wolfe	(928) 859-3405	(928) 859-4167
NAPA Auto Parts	8241 E. Evans Road, S-101	Scottsdale	AZ	85260	Bob Palmer	(480) 991-0161	(480) 991-5113
NAPA Auto Parts	1923 N. Scottsdale Road	Scottsdale	AZ	85251	Craig Shirk	(480) 949-8808	(480) 423-5195
Sierra Vista NAPA	4880 Meditterean Dr.	Sierra Vista	AZ	85635	Sean Lawley	(520) 458-1713	(520) 458-0154
Mel's Auto L.L.C.	36650 N. Highway 84	Stanfield	AZ	85272	Thomas Dugan	(520) 424-3321	(520) 424-9169
NAPA Auto Parts	1848 E. University	Tempe	AZ	85281	Dick Watkins	(480) 968-7282	(480) 968-8904
NAPA Auto Parts	720 W. Elliot Road, Suite 103	Tempe	AZ	85284	Louie Marin	(480) 820-7900	(480) 820-7519
NAPA Auto Parts	457 W. Wickenburg Way	Wickenburg	AZ	85358	Dale Mareci	(928) 684-2861	(928) 684-3689



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 402
Phoenix, AZ 85007

CONTRACT NO.: ADSPO16-129364

PAGE
1

AMENDMENT NO.: 007

OF
1

CONTRACTOR:

GENUINE PARTS CO NAPA
2811 W. Thomas Rd
Phoenix, AZ 85017

CONTACT: Misha Dawa

PHONE: (602)233-6739

EMAIL: misha_dawa@genpt.com

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste.402
Phoenix, AZ 85007

CONTACT: Rocky Advani

PHONE: (602)-542-0100

EMAIL: Rocky.Advani@azdoa.gov

Aftermarket Automotive Parts and Service, Statewide

1. In accordance with the Special Term and Conditions, 1.3 Contract Extensions, the above referenced contract shall be extended from 04/01/2018 to 03/31/2019.

All other terms, conditions and provisions remain unchanged.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**State of Arizona Servicing NAPA Stores
Based on Account Matchup**

NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
Up North Auto Parts	519 W. Western	Avondale	AZ	85323	Brett Plueger	(623) 932-1550	(623) 932-1554
Vans Auto Parts	126 S. 4th Street	Buckeye	AZ	85326	Derek Vanarsdol	(623) 386-5616	(623) 386-2963
Automotive Supply Co.	217 East 2nd Street	Casa Grande	AZ	85122	John Broome	(520) 836-7487	(520) 836-4895
Tinks Superior Auto Parts	210 W. 200 N	Cedar City	UT	84720	Gary Holyoak	435-586-3896	435-586-5918
Douglas NAPA	500 Chircahua Rd.	Douglas	AZ	85607	Sean Lawley	(520) 364-7449	(520) 364-7316
Grand Canyon Auto Supply	1865 E. Butler	Flagstaff	AZ	86001	Brent Crosser	(928) 774-2733	(928) 779-2278
Florence Auto Supply	440 South Main	Florence	AZ	85132	Buz Day	(520) 868-5839	(520) 868-8049
Mack's Auto Supply	1100 N. Broad Street	Globe	AZ	85501	Chris Mack	(928) 425-5714	(928) 425-4033
L & L Auto	1000 Main St.	Kayenta	AZ	86033	Wayland Lafont	(928) 697-3040	(928) 697-8259
Mohave Auto Parts	2545 E. Andy Devine Blvd.	Kingman	AZ	86401	Tammy Green	(928) 753-6759	(928) 753-6853
CC Auto Parts	115 South 100 East	Knab	UT	84741	Curtis Cutler	(435) 644-2526	(435) 644-5379
NAPA Auto Parts	3051 E. Main Street	Mesa	AZ	85213	Heath Black	(480) 924-6992	(480) 924-5521
Lake Powell Automotive	837 Vista Ave.	Page	AZ	86040	Keith Webb	(928) 645-8876	(928) 645-2928
RKS Auto Parts	513 E. GRANITE DELLS RD.	Payson	AZ	85541	Ron Swainson	(928) 474-5221	(928) 474-1417
NAPA Auto Parts	2811 W. Thomas Road	Phoenix	AZ	85017	Kevin Grover	(602) 272-5611	(602) 415-3114
NAPA Auto Parts	502 E. Buckeye Rd	Phoenix	AZ	85004	Richard Yopez	(602) 254-6643	(602) 252-2607
R & R Auto & Truck Parts	533 Madison Avenue	Prescott	AZ	86301	Robert Galler	(928) 445-2240	(928) 541-9148
R & R Auto & Truck Parts	7563 E. Highway 69, Suite A	Prescott Valley	AZ	86314	Robert Galler	(928) 772-9455	(928) 772-6014
Mack's Auto Supply	1575 W. Highway 70	Safford	AZ	85546	Chris Mack	(928) 428-3873	(928) 428-4559
White Mountain Auto Supply	330 W. Deuce of Clubs	Show Low	AZ	85901	Ted Lorona	(928) 537-4317	(928) 537-4005
White Mountain Auto Supply	821 South Main Street	Snowflake	AZ	85937	Ted Lorona	(928) 536-4251	(928) 536-2026
White Mountain Auto Supply	98 South Mountain Ave.	Springerville	AZ	85938	Ted Lorona	(928) 333-2688	(928) 333-2988
Dixie Auto Parts	301 E. St. George Blvd	St George	UT	84770	Chuck Schenock	(435) 673-3564	(435) 673-6553
NAPA Auto Parts	880 E. 20th Street	Tucson	AZ	85719	Richard Moreno	(520) 623-8621	(520) 792-4285
Willcox Auto Parts	287 S. Haskell Ave	Willcox	AZ	85643	Carl Hestand	(520) 384-2287	(520) 384-2078
Grand Canyon Auto Parts	1507 N. Park Plaza Drive	Winslow	AZ	86047	Brent Crosser	(928) 289-2043	(928) 289-5896
Northend Autoparts Inc.	3080 S. Pacific Ave.	Yuma	AZ	85365	Matt Flournoy	(928) 341-4688	(928) 341-4838
Northend Autoparts Inc.	350 W. 10th St.	Yuma	AZ	85364	Matt Flournoy	(928) 782-4721	(928) 782-0136

**State Of Arizona NAPA Stores
Stores Able To Provide Necessary Service**

NAPA Store	Address	City	State	Zip Code	Contact Name	Phone	Fax
Del Sur Auto Parts	2050 N. Highway 85	Ajo	AZ	85321	Kord Klinefelter	(520) 387-6962	(520) 387-6932
Apache Trail Auto Supply	11206 E. Apache Trail #1	Apache Junction	AZ	85120	Rip & Katie Vache	(480) 986-7800	(480) 986-7808
Benson NAPA	755 E. 4th Street	Benson	AZ	85602	Sean Lawley	(520) 586-2272	(520) 586-7006
Bisbee NAPA	782 W. Highway 92	Bisbee	AZ	85602	Sean Lawley	(520) 432-5312	(520) 432-5256
County Motor Parts	135 N. Commercial #B	Blythe	CA	92225	Donny Nichols	(760) 922-2142	(760) 922-9084
RKS Auto Parts	27 W. General Crook Trail	Camp Verde	AZ	86322	Ron Swainson	(928) 567-3356	(928) 567-3357
Day Auto Supply	2071 N. ARIZONA AVE., SUITE	Chandler	AZ	85225	Buz Day	(480) 963-6402	(480) 917-3901
Mack's Auto Supply	253 S. Coronado Blvd.	Clifton	AZ	85533	Chris Mack	(928) 428-3873	(928) 428-4559
Day Auto Supply	403 West Central	Coolidge	AZ	85128	Buz Day	(520) 723-9551	(520) 723-5788
RKS Auto Parts	420 South Main Street	Cottonwood	AZ	86326	Ron Swainson	(928) 634-4213	(928) 634-3213
MJC Auto Parts	12555 NW Grand Ave.	El Mirage	AZ	85335	Mike Conroy	(623) 583-0888	(623) 583-2995
Valley Auto Parts	451 S. Sunshine Blvd.	Eloy	AZ	85231	Richard Horton	(520) 466-9231	(520) 466-2170
Van's Auto Parts	619 W. Pima	Gila Bend	AZ	85337	Derek Vanarsdol	(928) 683-6324	
NAPA Auto Parts	1022 N. Gilbert Road	Gilbert	AZ	85234	Rob Weaver	(480) 892-9866	(480) 892-9872
MJC Auto Parts	16680 N. 51st Ave.	Glendale	AZ	85306	Mike Conroy	(602) 993-5700	(602) 993-5932
NAPA Auto Parts	6020 W. Myrtle Avenue	Glendale	AZ	85301	Brian Knute	(623) 939-8383	(623) 934-0359
Mack's Auto Parts	393 Alden Road	Kearny	AZ	85237	Justin Mack	(520) 363-5557	(520) 363-5102
County Motor Parts	124 N. Lake Havasu Avenue	Lake Havasu	AZ	86043	Jim Eckis	(928) 855-9171	(928) 855-9319
Willcox Auto Parts	408 SHAKESPEARE ST.	Lordsburg	NM	88045	Don Meier	575-542-8020	
Marana Auto Parts	13750 N. Sandario Road	Marana	AZ	85653	Kent Crotts	(520) 682-3031	(520) 682-9448
Mel's Auto L.L.C.	19563 N. John Wayne Pkwy.	Maricopa	AZ	85239	Thomas Dugan	(520) 568-2341	(520) 568-4224
NAPA Auto Parts	2330 W. Broadway #101	Mesa	AZ	85202	Robert Payne	(480) 281-0140	(480) 649-0319
NAPA Auto Parts	6827 E. Main St.	Mesa	AZ	85207	Sean Henley	(480) 294-6999	(480) 294-6169
Big O & Auto Parts	949 W. Broadway	Needles	CA	92363	Eileen Hartwick	(760) 326-2668	
NAPA Auto Parts	291 N. Grand Ave	Nogales	AZ	85621	Jesus Medina	(520) 761-1602	(520) 377-0130
Automotive Care Center of Overgaard	2828 Hwy 260	Overgaard	AZ	85933	Fritz Krieser	(928) 535-4898	(928) 535-5371
MJC Auto Parts	10447 N. 83rd Avenue	Peoria	AZ	85345	Mike Conroy	(623) 979-3363	(623) 979-3100
NAPA Auto Parts	7622 W. Indian School Road	Phoenix	AZ	85033	Antonio Bracamontes	(623) 850-6272	(623) 850-6286
NAPA Auto Parts	4327 W. Van Buren	Phoenix	AZ	85043	Bob Thale	(602) 272-2341	(602) 272-1011
MJC Auto Parts	2711 E. Bell Road	Phoenix	AZ	85032	Mike Conroy	(602) 344-2000	(602) 344-2014
NAPA Auto Parts	9425 N 7th St.	Phoenix	AZ	85260	Louie Marin	(602) 331-2437	(602) 331-3108
NAPA Auto Parts	3707 East Broadway	Phoenix	AZ	85040	Rod Brown	(602) 437-3028	(602) 437-4526
NAPA Auto Parts	2150 E. Thomas Road	Phoenix	AZ	85016	Michael Chapman	(602) 267-0677	(602) 667-3520
JRRS Auto & Truck Parts	22840 N. 19th Ave.	Phoenix	AZ	85027	Joe Roche	623-869-0912	623-879-7249
Day Auto Supply	18705 E. Business Park Drive	Queen Creek	AZ	85142	Buz Day	(480) 988-5622	(480) 457-8154
Growers Oil Co.	66253 Hwy 60	Salome	AZ	85348	Doug Wolfe	(928) 859-3405	(928) 859-4167
MJC Auto Parts	8241 E. Evans Road, S-101	Scottsdale	AZ	85260	Mike Conroy	(480) 991-0161	(480) 991-5113
NAPA Auto Parts	2318 N Scottsdale Rd	Scottsdale	AZ	85257	Tim Dowling	(480) 949-8808	(480) 423-5195
Sierra Vista NAPA	4880 Mediterrean Dr.	Sierra Vista	AZ	85635	Sean Lawley	(520) 458-1713	(520) 458-0154
Mel's Auto L.L.C.	36650 N. Highway 84	Stanfield	AZ	85272	Thomas Dugan	(520) 424-3321	(520) 424-9169
NAPA Auto Parts	1848 E. University	Tempe	AZ	85281	Ralph Bray	(480) 968-7282	(480) 968-8904
NAPA Auto Parts	720 W. Elliot Road, Suite 103	Tempe	AZ	85284	David Tolman	(480) 820-7900	(480) 820-7519
Up North Auto Parts	457 W. Wickenburg Way	Wickenburg	AZ	85358	Brett Plueger	(928) 684-2861	(928) 684-3689



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	209 - Vehicle Repair & Maintenance 302 Operating Supplies 311 Small Tools 314 Other - Fleet Shop Supplies
--------------------------------	--

Email Confirmation (\$5,000 or less)	Date Prepared: 7/8/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)	Prepared By: SUSAN JONAS
Sealed Bid Title: Formal Sealed Bid : <input type="checkbox"/> Written Bid: <input type="checkbox"/>	Open Date: <input type="text"/>
Arizona Department of Administration Contract # ADSP016-129364	Close Date: <input type="text"/>

Item(s) (Include quality, Brand, Model & Color):
BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING THE ARIZONA DEPARTMENT OF ADMINISTRATION SOLICITATION # ADSP016-00005626, CONTRACT # ADSP016-129364 FOR AFTERMARKET AUTOMOTIVE PARTS AND SERVICE. EXPIRES 3/31/2020

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Unit Price	Extended Price	Comments
1	Name:	DAY AUTO SUPPLY (NAPA) (74)	Contact:	Chad Day			\$ 65,800.00	209 - VEHICLE Repair & Maintenance \$40,000 302 Operating Supplies \$10,800 311 Small Tools \$10,000 314 Other - Fleet Shop Supplies \$5000
	Address:	4883 E INGRAM STREET MESA, AZ 85205	Phone:	602-847-3731				
	Quote #:	CONTRACT ADSP016-129364	Fax:					
	Received:		Email:	chad@dayautosupply.com		REQ #: 54870 PO #:		
			Date Notified of Decision:					
2	Name:		Contact:				\$ -	
	Address:		Phone:			Tax:		
	Quote #:		Fax:			Freight:		
	Received:		Email:			REQ #: PO #:		
			Date Notified of Decision:					
3	Name:		Contact:				\$ -	
	Address:		Phone:			Tax:		
	Quote #:		Fax:			Freight:		
	Received:		Email:			REQ #: PO #:		
			Date Notified of Decision:					

Attach additional page(s), if necessary.

Vendor Selected:
 Day Auto Supply - aka Napa Auto Supplies
 Justification (if not lowest bid):
 ARIZONA DEPARTMENT OF ADMINISTRATION CONTRACT ADSP016-129364. RCA TO COUNCIL 8.5.2019.

Department Head Approval:	Date: 7/18/19
Finance Director Approval:	Date: 7/18/19
Town Manager Approval:	Date: 7/22/19

Exhibits Attached:	ARIZONA DEPARTMENT OF ADMINISTRATION SOLICITATION ADPSO16-00005626 ARIZONA DEPARTMENT OF ADMINISTRATION CONTRACT ADPSO16-129364
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If over \$24,999, must go to Town Council for approval.
 Attach this approved form to purchase request with written quotes, if applicable.

\$	40,000.00	FLEET PARTS (209)
\$	5,000.00	FLEET - SMALL TOOLS (311)
\$	5,000.00	FLEET - SHOP SUPPLIES (314)
\$	2,500.00	WATER - SMALL TOOLS (311)
\$	2,500.00	WATER - OPERATING SUPPLIES (302)
\$	2,500.00	WASTEWATER - SMALL TOOLS (311)
\$	2,500.00	WASTEWATER - OPERATING SUPPLIES (302)
\$	2,400.00	HURF - OPERATING SUPPLIES (302)
\$	2,400.00	FACILITIES MAINTENANCE - OPERATING SUPPLIES (302)
\$	1,000.00	COMMUNITY SERVICES - OPERATING SUPPLIES (302)
\$	65,800.00	

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF AZ DEPARTMENT OF ADMINISTRATION
SOLICITATION NO ADSP016-00005626, CONTRACT NO. ADSP016-129364 FOR
AFTERMARKET AUTOMOTIVE PARTS AND SERVICE.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 5th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Day Auto Supply aka Napa Auto Parts. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the AZ Department of Administration Solicitation No. ADSP016-00005626, Contract No. ADSP016-129364 for Aftermarket Automotive Parts and Service. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide Aftermarket Automotive Parts and Service per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (AZ Department of Administration Solicitation No. ADSP016-00005626, Contract No. ADSP016-129364 for Aftermarket Automotive Parts and Service.) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "AZ Department of Administration", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - AZ Department of Administration (ADOA) Solicitation ADSP016-00005626
 - ADOA Contract Napa Auto Parts Contract # ADSP016129364
 - Exhibit 1 – Day Auto Supply - Napa Price List - Scope of Work
 - Cooperative Cover Contract Town of Florence and Day Auto Supply - Napa

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$65,800.00**
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.

10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.

11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

Town: Town of Florence
Town Clerk
PO Box 2670
Florence AZ 85132; and

Contractor: Napa Auto Parts
Chad Day
18705 E Business Park Drive #101
Queen Creek, AZ 85142
(480) 988-5622
chad@dayautosupply.com

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's

reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- 14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
- 15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.
- 16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____

EXHIBIT "1"

Row Labels	Count of Part Number	Min of Discount from List	Max of Discount from List	Average of Discount from List
3M COMPANY-NAA9987 - CHICAGO, IL	2055	50%	72%	53%
AC DELCO- GM SERV PARTS OPER.-CHARLOTTE	182	52%	52%	52%
AIRTEX PRODUCTS - ST LOUIS, MO	2233	51%	52%	51%
ALTROM (USA) - AUBURN, WA	27302	15%	72%	52%
APEX TOOL GROUP - CHICAGO,IL (DANAHER)	4834	11%	66%	49%
ASHLAND (VALVOLINE) - NPC	4270	20%	54%	44%
ATK (VEGE) NORTH AMERICA - NPC	3544	3%	52%	51%
ATLAS COPCO COMPRESSORS - PALATINE, IL	413	10%	56%	31%
AXIOM AUTOMOTIVE DIV (PROKING) -MEMPHIS	816	23%	52%	33%
BALKAMP HQ - NOT PLN OR SLC	175344	1%	72%	34%
BBB INDUSTRIES - ST LOUIS	13514	5%	56%	51%
BLACK & DECKER - *NPC*	1105	5%	50%	41%
BLUESTAR INDUSTRIES - MEMPHIS, TN	91	41%	55%	53%
BOSAL USA INC - NEWARK, NJ	2958	54%	66%	55%
BOSCH - BSH - CHICAGO, IL	6580	3%	73%	51%
BOSCH AUTO SERVICE SOLUTIONS (FORM SPX)	68	7%	55%	42%
BP LUBRICANTS USA (CASTROL N AMERICA)	885	20%	50%	47%
BRAKE PARTS - UP	19820	3%	54%	51%
CARDONE INDUSTRIES - NAP	28044	21%	99%	51%
CHALLENGER LIFTS - LOUISVILLE, KY	468	9%	50%	34%
CHAMPION POWER EQUIPMENT-SANTAFE SPRINGS	8	10%	30%	17%
CHEMFREE CORPORATION - NORCROSS, GA	58	25%	50%	45%
CHICAGO PNEUMATIC TOOL - PITTSBURG,PA	240	15%	52%	45%
CHIEF AUTOMOTIVE TECHNOLOGIES-CHICAGO,IL	191	0%	55%	47%
CLORE AUTOMOTIVE/LINCOLN/CENTURY(NPC)	130	6%	48%	28%
CLOYES GEAR (NAPA TIMING PRODUCTS) - NTP	778	34%	56%	51%
COBAN TECHNOLOGIES - HOUSTON, TX	40	50%	50%	50%
COMPRESSOR WORKS - CHICAGO, IL	101	52%	52%	52%
CORGI USA - WEST CHESTER, OH	84	48%	50%	50%
CRC INDUSTRIES - PHILADELPHIA, PA	219	29%	51%	46%
DELPHI PRODUCT & SERVICE SOLUTIONS	2662	23%	53%	50%
DENSO PRODUCTS AND SERICES - PASADENA,CA	2784	3%	58%	52%
DIVERSIFIED BRANDS - DUPLICOLOR	1085	20%	50%	44%
DORMAN PRODUCTS - PHILADELPHIA, PA	24574	18%	94%	51%
DURAGLOSS/BROTHERS RES**DISC BUSINESS	118	20%	49%	48%
EAST PENN MANF (BAT) - LYON STATION, PA	691	13%	55%	39%
EATON CORP-NPC-(WHI)- CHICAGO,IL	10518	3%	80%	52%
EIKO (AVB) - CHICAGO, IL	78	50%	67%	54%
ENERGYLOGIC LLC - ANTIOCH, TN	131	47%	50%	48%
EP MINERALS(FORMELY EAGLEPICHER FIL&MIN)	143	33%	48%	44%
EUREKA CHEMICAL COMPANY	6	41%	49%	45%
EXXONMOBIL - NPC	1152	20%	46%	40%
FEDERAL MOGUL - LMP/MPB/NFP/NTL/PUJ	46612	28%	87%	52%
FORWARD LIFT - CHICAGO, IL	133	9%	50%	45%
FOUR SEASONS - CHICAGO, IL	14582	24%	57%	51%
FRAM GROUP (FORMERLY HONEYWELL) - NPC	545	6%	58%	51%
GILMORE PRODUCTS - ORLANDO, FL	647	48%	52%	51%
GRACO (FORMERLY SHARPE) - CHICAGO, IL	383	46%	46%	46%
GROTE IND - CINCINNATI, OH	5151	54%	60%	54%
HALDEX MIDLAND SERVICES	4972	54%	68%	54%
HENNESSY INDUSTRIES - AMM/CTS/NWW	1198	12%	56%	54%
HOMAK MANUFACTURING- WAMPUM, PA	552	29%	55%	52%
INGERSOLL RAND - CHICAGO, IL	263	19%	50%	48%
ITW GLOBAL BRANDS - CAROL STREAM, IL	36	17%	50%	25%
JOHNSON CONTROLS (JCI) - CHICAGO, IL	564	10%	55%	44%
KANSAS JACK -NPC- CHICAGO, IL	52	50%	55%	51%
KEN TOOL - SPC (SUMMIT TOOL COMPANY)	428	16%	54%	46%
LINCOLN ELECTRIC	90	0%	50%	1%
MARTIN SENOUR - AUTO FINISH - ATLANTA,GA	8178	3%	90%	50%
MAT INDUSTRIES - DALLAS, TX	35	39%	50%	48%
MEVOTECH LP - TORONTO, ON	1705	52%	52%	51%


MIDTRONICS - NBC - WILLOWBROOK, IL	59	14%	55%	51%
MISC VENDOR - Abex Special Order	4	54%	54%	54%
MISC VENDOR - Abrasive Discs	157	37%	39%	38%
MISC VENDOR - Abrasive Sheets, File Paper & Belts	135	37%	38%	38%
MISC VENDOR - Accessories and Equipment	4	38%	38%	38%
MISC VENDOR - Accumulators and Filter Dryers	29	35%	37%	36%
MISC VENDOR - Accuride Special Order	136	54%	54%	54%
MISC VENDOR - Adhesives	18	37%	38%	37%
MISC VENDOR - ADJ WRENCHES	8	41%	42%	42%
MISC VENDOR - AGX ADJUSTABLE SHOCK	52	31%	33%	32%
MISC VENDOR - Air Compressor	52	38%	49%	48%
MISC VENDOR - Air Compressor with Core	2	49%	49%	49%
MISC VENDOR - Air Shock/Strut	104	38%	49%	47%
MISC VENDOR - Air Shock/Strut with Core	86	45%	46%	46%
MISC VENDOR - Air Springs	55	45%	49%	46%
MISC VENDOR - Air Tools	79	7%	30%	25%
MISC VENDOR - Aux Lamps	133	53%	53%	53%
MISC VENDOR - Batteries	6	27%	29%	28%
MISC VENDOR - Bendix Special Order	7030	41%	67%	58%
MISC VENDOR - Booster Pumps	11	36%	37%	37%
MISC VENDOR - BOOTS, MOUNTS, KITS	154	29%	33%	32%
MISC VENDOR - Bostrom Special Order	55	54%	54%	54%
MISC VENDOR - Brake Pro Special Order	5	54%	54%	54%
MISC VENDOR - Bulk Exhaust Clamps	45	15%	52%	34%
MISC VENDOR - BUYERS (Snow Plow Parts)	497	8%	48%	41%
MISC VENDOR - C/M/ld Lamps	273	46%	53%	52%
MISC VENDOR - CA Converters	452	37%	54%	45%
MISC VENDOR - CADF Converters	1686	25%	58%	46%
MISC VENDOR - Chalmers Special Order	55	54%	54%	54%
MISC VENDOR - CHEMCO PAINT BOOTH FILTERS	97	23%	50%	50%
MISC VENDOR - Chemicals	66	22%	47%	46%
MISC VENDOR - Cleaners	3	37%	38%	37%
MISC VENDOR - COMBO WRENCH SETS	49	39%	45%	42%
MISC VENDOR - COMBO WRENCHES	513	38%	48%	43%
MISC VENDOR - Compound	1	37%	37%	37%
MISC VENDOR - ConMet Spec Order	7	54%	54%	54%
MISC VENDOR - Conversion Kit	45	45%	49%	46%
MISC VENDOR - Convertable Tops	5	50%	50%	50%
MISC VENDOR - Crankshafts	463	48%	49%	49%
MISC VENDOR - Cutting / Grinding	42	32%	39%	37%
MISC VENDOR - Dana Spicer Special Order	457	54%	70%	58%
MISC VENDOR - DEF	12	44%	44%	44%
MISC VENDOR - Direct Fit Converters	2999	9%	59%	47%
MISC VENDOR - Donovan Special Order	351	54%	68%	57%
MISC VENDOR - DriveTech Mounts	255	30%	50%	46%
MISC VENDOR - Dry w/Acid Pack	72	52%	52%	52%
MISC VENDOR - Dyco Special Order	169	54%	54%	54%
MISC VENDOR - Electrical	225	53%	59%	53%
MISC VENDOR - Emergency	54	46%	53%	52%
MISC VENDOR - Equipment	8	10%	10%	10%
MISC VENDOR - Euro	103	30%	33%	32%
MISC VENDOR - EXCEL-G GAS SHOCK	397	30%	38%	32%
MISC VENDOR - EXCEL-G GAS STRUT	699	30%	33%	32%
MISC VENDOR - Exhaust Adptrs	121	39%	53%	45%
MISC VENDOR - Expansion Valves	6	35%	37%	36%
MISC VENDOR - Exten Special Order	30	52%	58%	54%
MISC VENDOR - Fittings/Hose	13	33%	37%	36%
MISC VENDOR - Fleet Engineers Special Order	1079	54%	71%	54%
MISC VENDOR - Flywheel Gears	196	31%	47%	32%
MISC VENDOR - FONTAINE Special Order	17	54%	54%	54%
MISC VENDOR - Fruehauf Special Order	4	29%	54%	48%
MISC VENDOR - Fuel & Misc Special Order	1046	47%	59%	57%
MISC VENDOR - GAS-A-JUST SHOCK	121	30%	33%	32%
MISC VENDOR - Granning Special Order	2	54%	54%	54%
MISC VENDOR - GUNITE Special Order	1019	54%	68%	58%

MISC VENDOR - Haltec Special Order	77	54%	63%	54%
MISC VENDOR - HAMMERS	62	38%	49%	43%
MISC VENDOR - Handhelds	6	13%	19%	17%
MISC VENDOR - HD Plus Brake Drums Special Order	2	54%	54%	54%
MISC VENDOR - HD Plus Brake Shoes Special Order	4	54%	58%	55%
MISC VENDOR - HD PLUS Brk Special Order	9	54%	68%	57%
MISC VENDOR - HD Plus Bushings Special Order	22	27%	54%	47%
MISC VENDOR - HD Plus Calipers Special Order	8	54%	54%	54%
MISC VENDOR - HD Plus Clutches Special Order	65	54%	54%	54%
MISC VENDOR - HD Plus Front End Components Special Order	180	54%	54%	54%
MISC VENDOR - HD Plus Slack Adj Special Order	5	54%	58%	56%
MISC VENDOR - HD PLUS SPRINGS Special Order	959	54%	54%	54%
MISC VENDOR - HD PLUS STEERING Special Order	90	28%	54%	54%
MISC VENDOR - HD Plus Suspension Hanger Special Order	233	54%	54%	54%
MISC VENDOR - HD PLUS SUSPENSION Special Order	376	27%	64%	54%
MISC VENDOR - HD PLUS UBOLT Special Order	2	54%	54%	54%
MISC VENDOR - Hdw & Exh Special Order	1894	43%	62%	57%
MISC VENDOR - HEAVY DUTY	66	20%	48%	45%
MISC VENDOR - Hendrickson Special Order	620	42%	68%	55%
MISC VENDOR - HEX KEY AND BIT SOCKETS	446	36%	50%	39%
MISC VENDOR - HEX KEY AND BIT SOCKETS SETS	49	37%	45%	41%
MISC VENDOR - HOLLAND Special Order	261	54%	58%	58%
MISC VENDOR - HORTON Special Order	101	54%	54%	54%
MISC VENDOR - HUTCHENS Special Order	40	54%	62%	54%
MISC VENDOR - IP Clusters (Special Order Only)	226	18%	50%	50%
MISC VENDOR - JET Equipment	70	48%	50%	50%
MISC VENDOR - Jetco Lighting Special Order	3	54%	54%	54%
MISC VENDOR - Kinedyne Special Order	45	54%	76%	55%
MISC VENDOR - Leaf Spring Bushings Special Order	233	29%	59%	54%
MISC VENDOR - Leaf Spring U-Bolts & Kits Special Order	66	54%	54%	54%
MISC VENDOR - LED C/M/ld Lamp	206	53%	53%	53%
MISC VENDOR - LED Signal	162	46%	53%	52%
MISC VENDOR - Lic & Backup	57	53%	53%	52%
MISC VENDOR - Lifting Systems	85	27%	49%	30%
MISC VENDOR - Loadshare Air Springs Special Order	18	54%	54%	54%
MISC VENDOR - Marathon Special Order	12	54%	54%	54%
MISC VENDOR - Masking	5	38%	39%	38%
MISC VENDOR - MASTER SETS	8	10%	42%	26%
MISC VENDOR - MaxCraft Tools	47	15%	42%	20%
MISC VENDOR - MEI Airsource Special Order	3068	54%	54%	54%
MISC VENDOR - Meritor Special Order	356	32%	70%	58%
MISC VENDOR - MGM Special Order	18	35%	54%	42%
MISC VENDOR - Mirrors	5	53%	53%	53%
MISC VENDOR - Miscellaneous	325	46%	53%	52%
MISC VENDOR - MODULAR STRUT ASSY	22	31%	33%	32%
MISC VENDOR - MONOMAX GAS SHOCK	20	30%	38%	33%
MISC VENDOR - Mothers Professional	36	37%	39%	38%
MISC VENDOR - Motor Wheel Commercial Special Order	5	54%	58%	57%
MISC VENDOR - MTC Springs Special Order	136	54%	54%	54%
MISC VENDOR - MTC Threaded Rod Special Order	358	40%	54%	54%
MISC VENDOR - Muffler Clamps	130	20%	50%	45%
MISC VENDOR - Napa Fleet Brake Pads	95	39%	42%	41%
MISC VENDOR - Napa Fleet Brake Rotors	44	45%	51%	50%
MISC VENDOR - New Alternators	58	52%	52%	52%
MISC VENDOR - New Compressors	70	36%	37%	37%
MISC VENDOR - New Front Drive Shaft Assembly	15	50%	50%	50%
MISC VENDOR - New M/C Reservoirs	54	43%	47%	46%
MISC VENDOR - New Master Cylinders	1350	44%	47%	46%
MISC VENDOR - New Rear Drive Shaft Assembly	141	50%	50%	50%
MISC VENDOR - New Starters	45	52%	52%	52%
MISC VENDOR - New Steering Pumps and Gears	161	44%	46%	46%
MISC VENDOR - New Steering Rack and Pinion	21	46%	46%	46%
MISC VENDOR - Neway Special Order	296	58%	58%	58%
MISC VENDOR - Oil & Air Special Order	1568	38%	58%	55%
MISC VENDOR - Pads (back up/hand)	22	37%	38%	38%

MISC VENDOR - Performance	5	32%	33%	33%
MISC VENDOR - Performance Exhaust	2090	9%	54%	45%
MISC VENDOR - Phillips & Temro Special Order	96	51%	54%	54%
MISC VENDOR - Pins Special Order	179	28%	54%	51%
MISC VENDOR - PLIER SETS	8	39%	42%	41%
MISC VENDOR - PLIERS	56	35%	43%	41%
MISC VENDOR - Power Steering Pulley	13	38%	58%	56%
MISC VENDOR - ProAct	164	30%	33%	33%
MISC VENDOR - PROMOTIONS	4	0%	50%	33%
MISC VENDOR - PRYBARS	79	39%	46%	44%
MISC VENDOR - RATCHETS	80	19%	48%	40%
MISC VENDOR - Reflective	56	53%	53%	52%
MISC VENDOR - Reman Allison HD Transmissions	1582	50%	50%	50%
MISC VENDOR - Reman Carburetors	908	45%	48%	46%
MISC VENDOR - Remanufactured Alternators	946	52%	52%	51%
MISC VENDOR - Remanufactured Starters	627	52%	52%	51%
MISC VENDOR - Repair Parts	51	28%	37%	36%
MISC VENDOR - Repair Parts - Under Car	1	46%	46%	46%
MISC VENDOR - REYCO Special Order	42	54%	58%	54%
MISC VENDOR - Ride Rite Special Order	74	54%	54%	54%
MISC VENDOR - Ridewell Suspensions Special Order	35	23%	67%	49%
MISC VENDOR - Robond Wheel Spacers Special Order	26	54%	54%	54%
MISC VENDOR - Roloc Discs	32	37%	38%	38%
MISC VENDOR - SCREWDRIVER SETS	14	35%	44%	41%
MISC VENDOR - SCREWDRIVERS	117	37%	43%	40%
MISC VENDOR - SEALCO Special Order	33	45%	58%	54%
MISC VENDOR - Shock	26	37%	49%	45%
MISC VENDOR - Shopworks Tools	170	17%	47%	36%
MISC VENDOR - Signal Switch	1	53%	53%	53%
MISC VENDOR - SOCKET 1" DRIVE	5	41%	42%	42%
MISC VENDOR - SOCKET 1/2" DRIVE	200	38%	43%	41%
MISC VENDOR - SOCKET 1/4" DRIVE	182	38%	48%	40%
MISC VENDOR - SOCKET 3/4" DRIVE	36	38%	42%	41%
MISC VENDOR - SOCKET 3/8" DRIVE	290	38%	49%	41%
MISC VENDOR - SOCKET SETS	93	35%	48%	41%
MISC VENDOR - Software	34	16%	19%	18%
MISC VENDOR - Spectra Products Special Order	11	54%	63%	56%
MISC VENDOR - Speedometer Cbl	165	30%	46%	30%
MISC VENDOR - Spring U Bolts	70	29%	29%	29%
MISC VENDOR - STAR WARNING Special Order	135	28%	58%	54%
MISC VENDOR - Steering Knuckles	25	54%	58%	57%
MISC VENDOR - Steering Shafts	24	54%	58%	57%
MISC VENDOR - Top Tape & Label Special Order	1	54%	54%	54%
MISC VENDOR - TORQUE WRENCHES	57	40%	42%	41%
MISC VENDOR - Transmission Electro-Hydraulic Control Modules (TEHCM)	7	50%	50%	50%
MISC VENDOR - Transponder Keys	38	50%	50%	50%
MISC VENDOR - Truck Suspension Special Order	146	54%	60%	54%
MISC VENDOR - Tuthill (Rayco) Canada Special Order	53	54%	54%	54%
MISC VENDOR - Universal Converters	441	41%	49%	43%
MISC VENDOR - Universal Signl	238	46%	53%	52%
MISC VENDOR - Velvac Special Order	2250	54%	78%	54%
MISC VENDOR - WALTHER EMC Special Order	10	54%	54%	54%
MISC VENDOR - Wet/AGM Product	12	52%	52%	52%
MISC VENDOR - WILLIAMS Special Order	90	54%	54%	54%
MISC VENDOR - Wilton BASH	50	33%	50%	47%
MISC VENDOR - Wilton Metalworking	125	20%	50%	45%
MISC VENDOR - Wire & Cable Special Order	12	54%	54%	54%
MISC VENDOR - A/C Services	27	44%	50%	49%
MISC VENDOR - ABS Sensors	21	33%	55%	50%
MISC VENDOR - Accessories	46	48%	50%	50%
MISC VENDOR - BARGAIN BUYS	6	16%	37%	24%
MISC VENDOR - Brake Cables	2773	51%	52%	52%
MISC VENDOR - Brake Hoses	3674	20%	52%	51%
MISC VENDOR - Clutch Hoses	139	52%	52%	52%
MISC VENDOR - Coolant Tubes	9	55%	55%	55%

MISC VENDOR - Diagnostic Tools	3	13%	20%	16%
MISC VENDOR - Diesel Heavy Duty	12	55%	55%	55%
MISC VENDOR - Fluid Reservoirs	32	33%	55%	53%
MISC VENDOR - Fluid Service	25	50%	50%	50%
MISC VENDOR - H-D Body Miscellaneous	164	33%	55%	54%
MISC VENDOR - H-D Door Handles	94	33%	55%	53%
MISC VENDOR - H-D Electronics Miscellaneous	21	55%	55%	55%
MISC VENDOR - H-D Fuel Sending Units	22	33%	55%	54%
MISC VENDOR - H-D Headlights	56	33%	55%	54%
MISC VENDOR - H-D Lighting	20	33%	55%	50%
MISC VENDOR - H-D Miscellaneous	23	33%	65%	49%
MISC VENDOR - H-D Window Regulators	23	50%	55%	54%
MISC VENDOR - HEATERS	30	37%	55%	47%
MISC VENDOR - Heating and Cooling Miscellaneous	39	50%	55%	54%
MISC VENDOR - Hood Springs	14	55%	55%	55%
MISC VENDOR - HVAC Vents	11	55%	55%	55%
MISC VENDOR - Reman Instrument Clusters	3	50%	55%	53%
MISC VENDOR - SHOP FANS	19	36%	54%	47%
MISC VENDOR - Speed/Tachometer Sensors	15	55%	55%	55%
MISC VENDOR - Switches	6	50%	55%	54%
MISC VENDOR - Tools & Equipments	1	10%	10%	10%
MISC VENDOR - Wiper Transmissions	1	55%	55%	55%
MONROE AUTO EQUIPMENT COMPANY	5252	42%	71%	52%
MOORE'S CYLINDER HEADS (MCH) -CONCORD,NC	787	56%	56%	56%
MOTOR CAR PARTS (FORMERLY AIM)	4278	44%	53%	44%
MOTOR WORKS - SPOKANE, WA	1085	0%	0%	0%
MOVERAS - SALEM, NH	1447	0%	50%	46%
NAPA FILTERS - FIL/SFI	20402	0%	82%	55%
NATIONAL PRODUCTS - ATLANTA,GA-NPC	35339	29%	100%	67%
NEWELL RUBBERMAID - IRWIN IND	482	34%	59%	54%
NGK SPARK PLUGS - LOS ANGELES, CA	2726	28%	62%	50%
OLD WORLD AUTOMOTIVE PROD./INDUSTRIES	659	3%	66%	37%
PEERLESS CHAIN (FORMERLY SCC) - NPC	3172	21%	70%	51%
PORT-A-COOL (GENERAL SHELTERS)-DALLAS,TX	117	33%	52%	46%
PRO-CUT INTERNATIONAL - WEST LEBANON, NH	86	8%	50%	34%
PYROTEK E3 - PONTE VEDRA BEACH, FL	30	41%	43%	43%
RARE PARTS INC.	1379	52%	52%	51%
RAYLOC - NPC	6565	30%	58%	54%
REMY POWER PRODUCTS - HAPEVILLE, GA	939	41%	52%	52%
ROTARY LIFT - CHICAGO, IL	373	10%	50%	43%
ROYAL PURPLE LLC - NPC	2325	14%	44%	29%
S.P. RICHARDS - NPC	27	0%	46%	43%
SAS SAFETY CORP. - SAS	730	29%	52%	47%
SCHAEFFLER GROUP USA - CHICAGO, IL	1727	37%	44%	42%
SCHUMACHER ELECTRIC - CHICAGO, IL	60	13%	60%	44%
SEA FOAM SALES - EDEN PRAIRIE, MN	11	10%	47%	41%
SHOP VAC - CHICAGO, IL	62	45%	48%	47%
SIERRA INTERNATIONAL/TELEFLEX-SME	10475	6%	72%	51%
SKF (FORMERLY CHICAGO RAWHIDE) -BX 98316	8666	52%	58%	53%
SNAP-ON EQUIPMENT USA (FORMELY HOFMANN)	200	10%	50%	45%
SOPUS PRODUCTS - PHILADELPHIA, PA	2080	18%	50%	45%
SPECTRA PREMIUM (SPI) - BOUCHERVILLE, QC	5002	3%	73%	48%
SPORTS LICENSING SOLUTIONS - DULUTH, GA	623	42%	50%	46%
STANDARD CRANKSHAFT - CHARLOTTE, NC	520	29%	53%	52%
STANDARD MOTOR PRODUCTS - CHICAGO, IL	36740	31%	81%	54%
STANT MANUFACTURING - CHICAGO, IL	408	54%	54%	54%
STERICYCLE - CHICAGO, IL	25	0%	0%	0%
TECHNICAL CHEMICAL-DALLAS,TX-BX 910142	3	4%	50%	30%
TENNECO AUTOMOTIVE (WALKER) -EXH/IMP/SMU	9434	6%	69%	52%
TRICO PRODUCTS - *DISC BUSINESS 1/1/12*	260	52%	52%	52%
TRUCK-LITE COMPANY - DETROIT, MI	2352	24%	63%	52%
TW DIST USA - ATLANTA, GA	34205	5%	86%	56%
UNIVAR USA INC - (FORMERLY VOPAK USA)	123	4%	46%	18%
VICTOR TECHNOLOGIES (THERMADYNE) - NPC	422	23%	52%	51%
WD-40 COMPANY - NPC	46	47%	50%	49%

WEITRON - NEWARK, DE	17	5%	42%	28%
WINCRAFT - MINNEAPOLIS, MN	68	29%	29%	29%
Grand Total	685183	0%	100%	48%

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7e.
MEETING DATE: August 5, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, Public Works Director/ Town Engineer SUBJECT: Pro-Tec Environmental Inc. Contract to provide sewer line cleaning.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to contract with Pro-Tec Environmental Inc. to provide sewer line cleaning, through June 30, 2019, for CIP SU-94 Annual Sewer Line Cleaning Project, in an amount not to exceed \$90,000.

BACKGROUND/DISCUSSION:

Staff uses a combination sewer cleaning truck to clean sewer lines. The truck carries 1,500 gallons of fresh water and has an 1,800-gallon debris tank to hold everything that is vacuumed out of the sewer system.

The truck carries 800 feet of 1” pressure jetter hose that can pump 80-gallons per minute at 2,000 PSI. The hose goes up the sewer line from one manhole to the next and then is pulled back under pressure flushing all the debris down to the manhole where the truck is located. As the debris is flush back to the truck, an 8” vacuum hose is used to pick up all of the debris that has been flushed out of the sewer system. The trucks carry different nozzles and cutters that are used to clean and cut roots depending on what is found in the sewers and the size of the pipe that they are working in.

To clean the sewer system, we start at the top of the system and clean towards the bottom where there is a lift station or a waste water treatment plant.

A VOTE OF NO WOULD MEAN:

The sewer lines will not be cleaned this year. By not doing the annual maintenance, the sewer lines could back up, causing damage to homes and businesses.

A VOTE OF YES WOULD MEAN:

The annual maintenance on the sewer lines will be on schedule.

FINANCIAL IMPACT:

The cost to provide services shall not exceed \$90,000.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

Approved Bid Tab with quotes

Town of Florence Professional Services Contract with Exhibit 1



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: 052-575-217

Email Confirmation (\$5,000 or less) Date Prepared: 7/19/2019

Written / Fax / Email (Mandatory over \$5,000 bids attached) Prepared By: SUSAN JONAS

Sealed Bid Title: Formal Sealed Bid: Written Bid: Open Date: Close Date:

Item(s) (Include quality, Brand, Model & Color): BLANKET FOR CIP SU-94 SEWER LINE CLEANING SERVICES - PROFESSIONAL SERVICES COLLECTIONS: \$60,000 WATEWWATER PLANTS \$30,000

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	J.P.C.I. SERVICES	Contact:	JOE NUCIFORO				\$ -	PROFESSIONAL SERVICES, 10 HR A DAY X 2 PEOPLE = \$3700.00 PER DAY
	Address:	4702 E VIRGINIA ST	Phone:	480-988-1212					
		MESA, AZ 85215	Fax:	480-380-4461					
	Quote #:		Email:		REQ #:		PO #:		
Received:	7/5/2019		Date Notified of Decision:						
2	Name:	PRO TEC ENVIRONMENTAL	Contact:	GENIE KENISON				\$ -	PROFESSIONAL SERVICES, 10 HR A DAY X 2 PEOPLE = \$1650.00 PER DAY
	Address:	3016 S 38TH STREET	Phone:	480-941-5661					
		PHOENIX, AZ 85040	Fax:						
	Quote #:		Email:	office@ptev-inc.com	REQ #:		PO #:		
Received:	7/5/2019		Date Notified of Decision:						
3	Name:	ANCON INDUSTRIAL SERVICES	Contact:	SEAN VEAL				\$ -	PROFESSIONAL SERVICES, 10 HR A DAY X 2 PEOPLE = \$1750.00.00 PER DAY
	Address:	1777 N 23RD AVE	Phone:	602-258-3828					
		PHOENIX, AZ 85009	Fax:						
	Quote #:		Email:	seav@anconservices.com	REQ #:		PO #:		
Received:	7/5/2019		Date Notified of Decision:						

Attach additional page(s), if necessary.

Vendor Selected: PRO TEC ENVIRONMENTAL SERVICES FOR THE BLANKET AMOUNT OF \$90,000.00
Justification (if not lowest bid): EXPENDITURE WILL GO FOR COUNCIL APPROVAL 8.5.2019

Department Head Approval:		Date:	7/19/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/22/19

Exhibits Attached: ANCON QUOTE - 7/5/2019
PRO TEC ENVIRONMENTAL QUOTE - 7/5/2019
J.P.C.I. SERVICES QUOTE - 7/5/2019

If over \$24,999, must go to Town Council for approval.
Attach this approved form to purchase request with written quotes, if applicable.

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of August 5, 2019 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Pro-Tec Environmental, Inc., (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “**parties**” and each individually as a “**party**”.

RECITALS

WHEREAS, the Town desires to Contract for Public Works sewer vacuum services as specified in Exhibit 1 (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and

claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

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

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party

to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”).

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor’s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified

mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Pro-Tec Environmental Inc
Kelly Steele, President
3016 S. 38th Street
Phoenix, AZ 85040
(480) 941-5661
office@ptev-inc.com

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

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

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

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require

Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____

Name: _____

Its: _____

Approved as Form:

Clifford L. Mattice, Florence Town Attorney



Pro-Tec Environmental, Inc.

July 8, 2019

Timm Wainscott/Susan Jonas
Town of Florence
PO Box 2670
Florence, AZ 85232

Job Name: FY 2019/2020

Thank you for the opportunity to submit an estimate and proposal for the below described project. We propose to furnish all labor, equipment, and material to complete the below project. Any changes in scope, will be priced accordingly using the attached price sheet.

Scope of Work:

Hourly rates are charged portal to portal and will apply to all potholing, as well as the cleaning of tanks, lift stations, and sewer lines. Typically the equipment supplied is a 2-man Vector truck along with personal protection equipment. Additional support truck, manpower, supplies, and disposal may be required dependent upon the work requested by the customer.

Prices listed on an attached spreadsheet are firm through: End of fiscal year 2020
After that date, the prices are subject to equipment and/or labor increases.

Exclusions: Permits, Bonds, Taxes and Material Testing by independent firm not included.

****Please note Emergency Work and Weekends will be billed at the appropriate time and a half rates.**

Sincerely,

A handwritten signature in black ink that reads "Kelly Steele".

Kelly Steele
President
(480) 941-5661 office
(602) 980-1720 cell

Print/Signature _____ Date _____ P.O. _____



Date: July 8, 2019

Customer: Town of Florence

Contact: Timm Waincott/Susan Jonas

Email: Susan.Jonas@florenceaz.gov


Phone: 520-868-7614

Job Name: FY 2019/2020

This is an estimated amount only. The invoice will reflect actual work completed and will be calculated using the rates listed below.

QTY		COST	UNIT	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	TOTAL	AMOUNT
EQUIPMENT (portal to portal)										
	2115 Series Vector Truck (operator included)	\$ 165.00	hour						0	\$ -
	Roll - Off truck (operator included)	\$ 95.00	hour						0	\$ -
	Tanker - 5000 gal (operator included)	\$ 115.00	hour						0	\$ -
	Super Vac (operator included)	\$ 165.00	hour						0	
	Support Truck	\$ 85.00	day						0	
	Water Truck	\$ 110.00	hour						0	\$ -
	Jetter Trailer	\$ 140.00	hour						0	\$ -
	Additional Manpower per man	\$ 35.00	hour						0	\$ -
ADDITIONAL EQUIPMENT										
	Power Washer	\$ 50.00	8 hr day						0	\$ -
	Personal Air Monitor	\$ 50.00	each/day						0	\$ -
	Air Monitor	\$ 95.00	8 hr day						0	\$ -
	Confined Space	\$ 160.00	8 hr day						0	\$ -
	Trash Pump	\$ 65.00	8 hr day						0	\$ -
	Tractor Mounted Blower	\$ 300.00	8 hr day						0	\$ -
PPE (Personal Protection)										
	(per person per day)	\$ 15.00	each						0	
DISPOSAL										
	Dump Fees (Vector - WM minimum 5-Tons)	\$ 65.00	ton						0	
MISCELLANEOUS										
	6" Flex hose	\$ 2.50	foot						0	\$ -
	Per Diem per man	\$ 85.00	day						0	\$ -
	Testing (if required)		at cost						0	\$ -
	Wash Out Fee	\$ 175.00	each						0	\$ -
	Water Fees if not provided		at cost							

TOTAL	\$	-
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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7f.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Notice of Task Order/Change Order for WestLand Resources issued for On-Call Engineering		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Information Only – On-Call Engineering Consultant

BACKGROUND/DISCUSSION:

In March 2018, WestLand Resources, an authorized on-call engineering consultant, was issued a Task Assignment to perform cultural and biological surveys and an Environmental Assessment (EA) of two parcels the Town is proposing to acquire from the Bureau of Land Management (BLM) for the expansion of the Poston Butte Preserve.

In September 2018, BLM requested additional surveying of the existing Poston Butte parcel that is part of the Plan of Development (PoD) for the expansion of the Poston Butte Preserve.

In June 2019, BLM concluded that the expansion project will have an “adverse effect” on cultural findings in the area. This does not prevent the expansion project from moving forward; it simply requires an agreement with BLM and approval by the State Historic Preservation Office (SHPO) to monitor the site during development and collect data. This requires expanding the scope of work for WestLand Resources to include 1) additional coordination with BLM and SHPO, 2) generation of an acceptable Memorandum of Understanding (MOA), and 3) development of a Historic Properties Treatment Plan which requires a Task Assignment Change Order to complete the work

and submit the required documentation to BLM and SHPO. The expanded scope of work will cost an additional \$19,500, which was planned for and included in the Capital Improvement Project budget for the current fiscal year.

A VOTE OF NO WOULD MEAN:

Information Only

A VOTE OF YES WOULD MEAN:


Information Only

FINANCIAL IMPACT:

There is currently \$195,000 in the Capital Improvement Project (CIP) Fund for the Poston Butte Expansion Project (POC-31). The current funding commitments for this fiscal year are for 1) WestLand Resources for Cultural, Biological and Environmental Assessment (\$21,550) and 2) J2 Engineering and Environmental Design for 30% design (\$6,900). The total encumbered to-date is \$28,450. With the addition of the Westland Resources Change Order (\$19,500), the revised total would be \$47,950, within budget for this fiscal year.

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7g.
MEETING DATE: August 05, 2019 DEPARTMENT: Finance STAFF PRESENTER: Rey Sanchez, Finance Director SUBJECT: Contract with Piper Jaffray & Co. to serve as the Town's Financial Advisor		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to enter into a four-year contract with Piper Jaffray & Co. (Piper Jaffray) to serve as the Town's Financial Advisor with three additional renewals.

BACKGROUND/DISCUSSION:

Following a competitive procurement process, the Town Council awarded a contract to Piper Jaffray on June 5, 2017, which expired June 30, 2019. The Town would like to enter into a new four-year contract with Piper Jaffray to continue to operate as the Town's Financial Advisor. The term of the agreement shall be one year from the effective date, with three (3) renewals with 90 days-notice of intent to renew. At the conclusion of the fourth year, the agreement shall automatically terminate, unless earlier terminated by either party. Either party may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.

As a Financial Advisor, Piper Jaffray has and will provide guidance for infrastructure financing through State programs, Federal programs, public sale, limited offering, limited placement, debt management, preparing of official statements, and other related services.

In the past, Piper Jaffray advised the Town in its application to the Water Infrastructure Finance Authority of Arizona for funding water and wastewater projects. Currently, Piper Jaffray has responded to requests from staff to assist in planning and budgeting for the Community Facility Districts.

According to the best practices of the Government Finance Officers Association, the Town should utilize a Financial Advisor for debt and finance management that is independent from other the advisors the Town uses for debt and finance transactions such as general obligation bonds.

A VOTE OF NO WOULD MEAN:

The Town of Florence does not approve a contract with Piper Jaffray to serve as the Town's Financial Advisor.

A VOTE OF YES WOULD MEAN:

The Town of Florence approves a contract with Piper Jaffray to serve as the Town's Financial Advisor.

FINANCIAL IMPACT:

Similar to the Town's other advisors, Piper Jaffray is compensated only when debt is issued, or financial transactions occur.

ATTACHMENTS:

Piper Jaffray Contract

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement, together with Exhibits A, B and C, which are fully incorporated herein, (the Agreement) is entered into effective _____, 2019 by and between Town of Florence, Arizona (the "Town") and Piper Jaffray & Co. (Piper Jaffray or the Financial Advisor). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your Financial Advisor, effective on the date this Agreement is executed (the Effective Date).

Section 1. Scope of Services

The Scope of Services shall include advice and assistance detailed within Exhibit A of this Agreement. The Scope of Services may be changed by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

Section 2. Limitations on Scope of Service

Piper Jaffray is required under Municipal Security Rulemaking Board (MSRB) Rule G-42 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

- a. The Scope of Services is limited to the services described in Exhibit A herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Town and the Financial Advisor.
- b. To assist the Finance Advisor in complying with duties to regulators, the Town agrees that if the Financial Advisor is asked to evaluate the advice or recommendations of third parties, the Town will provide the Financial Advisor written direction to do so.
- c. The Scope of Services does not include tax, legal, accounting or engineering advice.

Section 3. Underwriting Limitations

The Financial Advisor shall not underwrite any bonds directly issued by the Town offered through public sale. This underwriting prohibition does not include:

- a. bonds issued by the Greater Arizona Development Authority, the Water Infrastructure Finance Authority, or other independent financing authority on behalf of the Town, and
- b. special districts associated with the Town governed by a separate Board.

Section 4. Term of Agreement

This Agreement shall become effective as of July 1, 2019 by both the Town and Financial Advisor (the "Effective Date") and shall replace and supersede any prior agreement between the Town and Financial Advisor as of the Effective Date. The term of this Agreement shall be one (1) years from the Effective Date, with three (3) renewals with 90 days notice of intent to renew. At the conclusion of the fourth year the Agreement shall automatically terminate without the necessity of any notice or agreement by or between

the parties (the "Term") unless earlier terminated by either party. Either party may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse.

Section 5.

In the event the Town terminates this Agreement, the Town agrees to pay for the services performed prior to the date of termination.

Section 6. Funds Appropriation

If the Town Council does not appropriate funds to continue this Agreement and pay for charges hereunder, the Town may terminate this Agreement at the end of the current fiscal period. The Town agrees to give written notice of termination to the Financial Advisor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Financial Advisor all approved charges incurred through the end of such period.

Section 7. Records and Audit Rights

Financial Advisor's records (hard copy, as well as computer readable data), and any other supporting evidence related to the performance by the Financial Service Provider of their duties under this Agreement (Records) and deemed necessary by the Town to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Financial Advisor or any of his payees pursuant to the execution of the Agreement. The Town's authorized representative shall be afforded access, at reasonable times and places, to the Records and personnel pursuant to the provisions of this section throughout the term of this Agreement and for a period of three years after last or final payment.

Financial Advisor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written contract between Financial Advisor and such subcontractors, insurance agents, and material suppliers.

If an audit in accordance with this section, discloses overcharges, of any nature, by the Financial Advisor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Financial Advisor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Financial Advisor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Financial Advisor.

Section 8. Attorneys' Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witnesses, court costs and travel expenses), determined by the court sitting without a jury, which shall be deemed to have accrued on

the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Section 9. Conflict of Interest

The Town may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Town is received by all other parties to this Agreement, unless the notice specifies a later time (A.R.S. § 38-511).

Section 10. Liability and Indemnification

To the fullest extent permitted by law, the Financial Advisor shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials, representatives and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorneys' fees, court costs, experts' fees, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Financial Advisor's negligence or willful misconduct in the performance of duties under this Agreement, including, but not limited to the negligence or willful misconduct of the Financial Advisor's agents, employees, contractors, subcontractors or anyone for whose acts they or the Financial Advisor may be liable in the performance of this Agreement. The Financial Advisor's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials, representatives and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Financial Advisor's negligence or willful misconduct in the performance of duties under this Agreement, including but not limited to the negligence or willful misconduct of the Financial Advisor's agents, employees, contractors, or anyone for whose acts they or Financial Advisor may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement. The foregoing indemnity obligations of the Financial Advisor shall survive the expiration or termination of this Agreement for three (3) years and then expire.

Notwithstanding anything else in this Agreement, no recourse shall be had against the Financial Advisor for any loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Town arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought

or received from the Internal Revenue Service in connection with any bonds or otherwise relating to the tax treatment of interest on any bonds, or in connection with any opinion or certificate rendered by bond or disclosure counsel or any other person at closing.

Section 11: Insurance

- a. **General.** Without limiting any obligations or liabilities of Financial Advisor, Financial Advisor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at Town of Florence's option. The Financial Advisor is primarily responsible for the risk management for its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. The Financial Advisor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Financial Advisor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors & Omissions, and this shall be reflected on the Certificate of Insurance and Endorsement. The Financial Advisor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Financial Advisor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Financial Advisor waives all rights of subrogation or similar rights against Town and its Mayor and Council members, officers, officials, representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors & Omissions, required by this Agreement, shall name, to the fullest extent permitted by law arising out of performance of this Agreement, Town of Florence and its Mayor and Council members, agents, representatives, officers, officials and employees as "Additional Insureds". Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- b. **No Representation of Coverage Adequacy.** By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Financial Advisor. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Financial Advisor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- c. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Agreement.
- d. **Policy Deductibles and or Self Insured Retentions.** The policies set forth in these requirements may provide coverage which contain deductibles or self-insured

retention amounts. Financial Advisor shall be solely responsible for any such deductible or self-insured retention amount.

- e. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, Financial Advisor shall execute written agreement with subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Financial Advisor. Financial Advisor shall be responsible for executing the agreement with subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- f. **Evidence of Insurance.** Prior to commencing any Services under this Agreement, Financial Advisor shall furnish Town of Florence with certificate(s) of insurance as required by this Agreement, issued by Financial Advisor's insurer(s) or insurance broker as evidence that policies are placed with insurers as specified herein and provide evidence of the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.
- g. **Required Coverage.**
 - 1. **Commercial General Liability.** Financial Advisor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, and \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.
 - 2. **Worker's Compensation Insurance.** Financial Advisor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Financial Advisor's employees engaged in the performance of Services under this Agreement and shall also maintain Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.
 - 3. **Commercial Auto Coverage.** Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto"; "All Owned, Scheduled, Hired and Non-Owned" or "Hired and Non-Owned".
 - 4. **Errors & Omissions Liability.** Coverage Amount: \$1,000,000 aggregate, unless higher coverage limits are required under the solicitation documents, in which case such higher limits shall apply.

Section 12. Governing Law

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to

choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this agreement shall be Pinal County, Arizona.

Section 13. Prohibited Boycott

Pursuant to A.R.S. 35-393.01, the Financial Advisor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

Section 14. Entire Agreement/Amendments

This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Advisor and the Town.

Section 15. No Third Party Beneficiary

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 16. Counterparts; Severability

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Section 17. Compensation

Compensation for the Services provided under this Agreement shall conform to Exhibit B.

Section 18. Expenses

If out-of-state travel is required, the Financial Advisor can be reimbursed for those expenses, all of which would be pre-approved by the Town and conform to the Town's travel policies and procedures. The Town will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance associated with bond issues, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. Such Costs of Issuance are commonly funded from debt proceeds.

Section 19. Independent Contractor

The Financial Advisor is an independent contractor, and nothing herein contained shall constitute or designate the Financial Advisor Provider or any of its employees or agents as employees or agents of the Town.

Section 20. Required Disclosures

MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Exhibit C to this Agreement.

Section 21. Piper Jaffray's Regulatory Duties When Servicing the Town

Municipal Security Rule Board (MSRB) Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Town in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Town. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Town and the authority of each person acting on behalf of the Town so as to effectively service the relationship with the Town, to act in accordance with any special directions from the Town, to understand the authority of each person acting on behalf of the Town, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Town, if any or by others that Piper Jaffray reviews for the Town, if any; (c) when making any representations, including with regard to matters pertaining to the Town or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Town, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Town agrees to provide to Piper Jaffray any documents on which the Town has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Town agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Town agrees that, to the extent the Town seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Town will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

Section 22. Matters Related to Independent Registered Municipal Advisor

If the Town has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to the Financial Advisor, its personnel and its role as IRMA in the written representation of the Town contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by the Financial Advisor and the Town agrees not to represent, publicly or to any specific person, that the Financial Advisor is the Town's IRMA with respect to

any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without the Financial Advisor's prior written consent.

Section 23. Notices

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Town at:

Town of Florence
775 North Main Street
Florence, AZ 85132

Rey Sanchez, Finance Director
520-868-7505 | rey.sanchez@florenceaz.gov

Or to the Financial Advisor at:

Piper Jaffray & Co.
2525 East Camelback Road, Suite 925
Phoenix, AZ 85016-4244

Greg Swartz, Senior Vice President
602-808-5426 | Greg.G.Swartz@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

Section 24. Consent to Jurisdiction; Service of Process

The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of Arizona for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Arizona and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THE PARTIES EACH HEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH

THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES.

Section 25. Authority

The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Town. The following individual(s) at the Town have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Brent Billingsley, Manager
Rey Sanchez, Finance Director

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Greg Swartz, Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.

By: _____

Greg Swartz

Its: Senior Vice President

Date: _____

ACCEPTED AND AGREED:

TOWN OF FLORENCE

By: _____

Brent Billingsley

Its: Manager

Date: _____

EXHIBIT A – SCOPE OF SERVICES

Section 1. Introduction

In coordination with the Town of Florence, Arizona (the “Town”), Piper Jaffray (the “Financial Advisor”) proposes to provide services to the Town as detailed in this Exhibit A to the Financial Advisor Services Agreement.

The services provided are essential, time sensitive, and require expertise not available to the Town on an ongoing basis from a permanent staff position. The services provided will be subject to mutual agreement and will be subject to compensation as detailed in Exhibit B of the Agreement.

Section 2. Infrastructure Finance through State and Federal Programs

1. Evaluate funding for capital projects including grants, contributions, loans, and other debt.
2. Determine if borrowing is required and assess borrowing alternatives.
3. To reduce transaction and debt service expenses, obtain technical and financial assistance from local, state, and federal agencies including, but not limited to:
 - a. Arizona Department of Transportation
 - b. Arizona Housing Finance Authority
 - c. Central Arizona Council of Governments
 - d. Greater Arizona Development Authority
 - e. North American Development Bank
 - f. Water Infrastructure Finance Authority
 - g. U.S. Department of Agriculture, Rural Development
 - h. U.S. Environmental Protection Agency
4. If directed by the Town, review recommendations made by other parties with respect to capital projects financed through state and federal programs.
5. Coordinate the submission of applications, interactions with staff, and the receipt of financial and technical assistance with funding sources referenced in Subsection 2.3.
6. Analyze project costs, cash flow projections, and rate implications.
7. Evaluate legal approaches, financing structures, and financing methods.
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
9. Size, structure, and negotiate terms and conditions of proposed debt.
10. Develop a financing plan and prepare a financing schedule.

11. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the debt.
12. Prepare a closing memorandum or transaction summary.

Section 3. Infrastructure Finance through Public Sale, Limited Offering, or Placement

1. If financial assistance is not available from sources referenced in Section 2, evaluate funding for capital projects through a public sale, limited offering, or a placement.
2. Determine if borrowing is required and assess borrowing alternatives.
3. If directed by the Town, review recommendations made by other parties with respect to capital projects financed through a public sale, limited offering, or placement.
4. Analyze project costs, cash flow projections, and rate implications.
5. Evaluate legal approaches, financing structures, and financing methods.
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum.
7. Size, structure, and negotiate terms and conditions of proposed debt.
8. Develop a financing plan and prepare a financing schedule.
9. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
10. Advise the Client on the manner of sale of the Issue.
11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
12. Advise the Client with regards to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent, if directed.
13. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder.
14. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients

15. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
16. Assist the Client in identifying an underwriter in a negotiated sale or other deal Participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
17. Respond to questions from underwriters.
18. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
19. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue.
20. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.
21. Prepare a closing memorandum or transaction summary.

Section 4. Debt Management

1. Advise Town on potential exercise of optional or other call rights, or potential tender offers, for outstanding debt.
2. Advise Town on potential refunding or other refinancing opportunities of its outstanding debt.
3. If directed by the Town, review recommendations made by third parties with respect to outstanding debt.
4. Consult with and/or advise Town on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Town's outstanding debt.
5. Advise Town on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding debt.
6. Assist Town and its dissemination agent in the preparation of annual filings or other continuing disclosures required under continuing disclosure undertakings for outstanding debt.
7. Advise Town on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding debt.

8. Review documentation of outstanding Issue(s) with Town personnel and with Town's bond counsel and other consultants.
9. Assist Town in responding to inquiries from investors or other market participants in connection with Town's outstanding debt.

Section 5. Services Related to Preparing Official Statements

Piper Jaffray will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond counsel. Piper Jaffray will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition, you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

The Town acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Town and that the failure of the Financial Advisor to advise the Town respecting these laws shall not constitute a breach by the Financial Advisor or any of its duties and responsibilities under this Agreement. The Town acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Town and not of Piper Jaffray.

Section 6. Other Financial Advisory Services

1. At the request of the Town, the Financial Advisor may provide other services as required.
2. Attend meetings of the Town's governing body, as requested

EXHIBIT B – COMPENSATION

Section 1. Infrastructure Finance

For services related to financing infrastructure, the Town can compensate the Financial Advisor from proceeds of bonds or financial assistance agreements. Subject to further negotiation prior to issuance depending on role of the Financial Advisor and other members of the finance team, the minimum and maximum compensation will depend on the type of debt as follows:

Type of Debt	Minimum	Maximum as % of Issue Amount
Community Facility District, General Obligation Bonds	\$17,500	0.500%
Community Facility District, Special Assessment Bonds	\$25,000	0.625%
General Obligation Bonds	\$10,000	0.250%
Excise Tax Obligations (including Municipal Property Corporation Obligations)	\$15,000	0.375%
Greater Arizona Development Authority, Financial Assistance Agreement	\$10,000	0.250%
Highway User Fund Revenue Bonds	\$15,000	0.375%
Municipal Improvement District Bonds	\$17,500	0.500%
Utility Revenue Bonds/Obligations	\$15,000	0.375%
Revitalization District Bonds	\$25,000	0.625%
Water Infrastructure Finance Authority, Financial Assistance Agreement	\$10,000	0.250%
Other	\$15,000	TBD

All debt issuance related expenses including document preparation, printing, photocopying, delivery charges, travel and other miscellaneous expenses, may be paid from bond proceeds and must be pre-approved by the Town.

Section 2: Other Financial Advisory Services

For compensation related to other advisory services not related to the issuance of debt, the Town can compensate the Financial in accordance with either:

- A not-to-exceed project amount negotiated by the Town and the Financial Advisor.
- The following hourly fee schedule:

Advisory Fee per Hour	Financial Advisor Staff
\$225.00	Vice President and Above
\$150.00	Assistant Vice President and Below

Section 3. Expense Reimbursement

Subject to prior approval by the Town, out-of-pocket expenses including printing, copying, delivery, travel, and other miscellaneous expenses can be reimbursed through invoices.

EXHIBIT C – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Jaffray provide to you, disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the

transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Jaffray do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) *Disclosures of Information Regarding Legal Events and Disciplinary History.* The Rule requires that all municipal advisors provide to their clients, certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**PIPER JAFFRAY & CO. AND
THE TOWN OF FLORENCE**

**Town of Florence
PO Box 2670
Florence, Arizona 85132**

Brent Billingsley, Town Manager

Tara Walter, Mayor

Date

Date

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney

**Town of Florence
Summary of Warrants Paid
As of June 2019**

Source	Amount
Warrant Register-Checks and Credit Card Payments	\$ 1,738,116.67
Electronic Payments	
Bank and Merchant Fees	\$ 5,053.68
Payroll for June-Net of Deductions	\$ 557,526.46
Credit Card Fees-National Bank	\$ 20,695.51
Payroll related Payments-Liens, Levys, Garnishments, Flexible Spending, AFLAC, Deposits to PCFCU (Employee Savings)	\$ 33,727.29
Retirement Contributions, Arizona State Retirement, Public Safety Retirement, Securian, Voluntary 401K Plan	\$ 151,882.36
Payroll Taxes, State and Federal	\$ 169,209.91
Transaction Privilege Taxes Collected Payable to State	\$ 28,226.45
Medical, Dental, Life, Vision and AFLAC payments	\$ 212,161.36
Debt Service-Transportation Excise Tax Prepayment	\$ 435,940.77
Community Facilities District Payments	
Prepaid Debt Service CFD #1	\$ 210,925.68
Prepaid Debt Service CFD #2	\$ 150,771.45
Administrative Expense CFD #1	\$ 7,250.00
Administrative Expense CFD #2	\$ 3,750.00
Electronic Payments	\$ 1,987,120.92
Total Warrants	\$ 3,725,237.59

**Town of Florence
Warrant Register - June 2019**

Check Number	Check Issue Date	Name	GL Account	Invoice No	Invoice Date	Description	Total Cost
Clearing Accounts							
113749	06/06/19	2ND TEMP	10160000	715311	06/03/19	SANITATION OVERPAYMENT	17.33
113761	06/06/19	2ND TEMP	10160000	10119103	01/31/18	Water OVERPAYMENT	45.83
113829	06/13/19	2ND TEMP	10160000	10810652	06/05/19	Water OVERPAYMENT	77.59
113843	06/13/19	2ND TEMP	10160000	10705005	06/05/19	Water OVERPAYMENT	56.99
113932	06/28/19	2ND TEMP	10160000	736180	06/27/19	SANITATION OVERPAYMENT	17.33
113958	06/28/19	2ND TEMP	10160000	719400	06/26/19	SANITATION OVERPAYMENT	8.67
113864	06/21/19	ARIZONA STATE TREASURER	10202000	6/17/2019	06/17/19	STATE JCEF	320.10
113864	06/21/19	ARIZONA STATE TREASURER	10202500	6/17/2019	06/17/19	ZFAR1	912.92
113864	06/21/19	ARIZONA STATE TREASURER	10202501	6/17/2019	06/17/19	ZFAR2	268.11
113892	06/21/19	PINAL COUNTY TREASURER	10203000	19-May	06/17/19	MAY 2019 REMITTANCE - JUSTICED COURT	42.84
113864	06/21/19	ARIZONA STATE TREASURER	10204000	6/17/2019	06/17/19	MAY STATE SURCHARGES	6,698.80
113743	06/06/19	2ND TEMP	10206000	CM2017-000168	05/31/19	BOND REFUND CM2017-000168	100.00
113780	06/06/19	2ND TEMP	10206000	CM2017-000051	05/31/19	BOND REFUND CM2017-000051	494.00
113864	06/21/19	ARIZONA STATE TREASURER	10209000	6/17/2019	06/17/19	VICTIM RIGHTS	280.90
113790	06/06/19	UNITED WAY OF PINAL COUNTY	10241000	PPE 052419	05/31/19	EMPLOYEES CONTRIBUTIONS	117.50
113907	06/21/19	UNITED WAY OF PINAL COUNTY	10241000	PPE 06/07/19	06/14/19	EMPLOYEES CONTRIBUTIONS	97.50
113835	06/13/19	NEW YORK LIFE INSURANCE	10243000	JUNE/19 0069290	06/05/19	JUNE INVOICE	429.37
113864	06/21/19	ARIZONA STATE TREASURER	10250038	6/17/2019	06/17/19	STATE FINES	2,203.69
						Total	12,189.47
Revenue Refunds							
113896	06/21/19	Proforce Law Enforcement	10338698	PROFORMA0603	06/03/19	Guns/Ammo-Funds to offset total purchase	5,210.00
113659	06/05/19	PINAL COUNTY COMMUNITY	10339471	2000596.002	05/02/19	REFUND FROM COM CTR RESERVATION	340.00
113957	06/28/19	2ND TEMP	10339472	2000610.002	06/24/19	REFUND FOR SWIM LESSONS	20.00
						Total	5,570.00
Town Council							
113738	06/06/19	Casa Grande Valley Newspaper Inc.	10501205	40990-3017	05/28/19	Publication of Ordinance# 674-19	269.28
113738	06/06/19	Casa Grande Valley Newspaper Inc.	10501205	41294	05/28/19	CDBG funding Public Hearing Notice	123.38
113870	06/21/19	Casa Grande Valley Newspaper Inc.	10501205	37983	06/03/19	CDBG FUNDING NOTICE	123.38
113870	06/21/19	Casa Grande Valley Newspaper Inc.	10501205	40990	06/03/19	Public NOTICE-BIDS FOR THE CUEN BUILDING	496.94
113870	06/21/19	Casa Grande Valley Newspaper Inc.	10501205	42128-3017	06/03/19	LEGAL PUBLICATION - ORD #674-19	269.28
113752	06/06/19	GFWC Florence Women's Club	10501314	2019-20	05/29/19	2019-2020 Calendar and meeting listings	96.00
113870	06/21/19	Casa Grande Valley Newspaper Inc.	10501314	41294-3017	06/03/19	2019 HS Grad Ad	25.50

113760	06/06/19	LEXIS NEXIS	10501401	9762	05/31/19	Legal research May 2019	219.76
Total							1,623.52
Administration							
113788	06/06/19	T-MOBILE USA INC.	10502207	MAY/19 GPS	05/31/19	MAY GPS 2019	27.82
113766	06/06/19	OFFICE DEPOT INC	10502301	3.18E+11	05/21/19	Office Supplies	79.88
Total							107.70
Legal							
113745	06/06/19	DICKINSON WRIGHT PLLC	10504217	1372574	05/23/19	Legal Services - April 2019-JOHNSON UTILITIES	1,381.82
113753	06/06/19	Gust Rosenfeld P.L.C.	10504217	349939	05/16/19	legal services: Evironmental appeals April 2019	22,576.58
113935	06/28/19	DICKINSON WRIGHT PLLC	10504217	1377989	06/13/19	Legal services: Johnson Utilities May 2019	840.00
113961	06/28/19	Jennings Strouss Law Firm	10504217	572826	06/11/19	legal services: Florence Copper may 2019	3,315.04
113985	06/28/19	RYLEY CARLOCK & APPLEWHITE	10504217	289552	06/07/19	legal serices: Adjudication Claims May 2019	49.50
113993	06/28/19	SIMS MACKEN LTD	10504217	24983	06/10/19	legal services: Florence vs FCI April , May 2019	15,575.00
113888	06/21/19	LEXIS NEXIS	10504401	8745	04/30/19	Leagal research April 2019	219.76
Total							43,957.70
Finance							
113983	06/28/19	RESERVE ACCOUNT	10505202	JUN-18/2019	06/18/19	POSTAGE METER REFILL	2,500.00
113834	06/13/19	Neopost USA Inc.	10505207	56731822	05/27/19	ANNUAL MAINTENANCE CONTRACT FOR	636.00
113981	06/28/19	Pitney Bowes Inc	10505231	3103172149	05/30/19	POSTAGE MACHINE MONTHLY LEASE -	596.79
113786	06/06/19	Staples Business Advantage	10505301	7216096236-2-1	05/25/19	Office Supplies	14.09
113786	06/06/19	Staples Business Advantage	10505301	7219033094-0-1	05/25/19	Office Supplies	67.98
113837	06/13/19	OFFICE DEPOT INC	10505301	3.09E+11	05/01/19	office supplies	54.29
113837	06/13/19	OFFICE DEPOT INC	10505301	3.09E+11	04/30/19	Office Supplies	30.40
113837	06/13/19	OFFICE DEPOT INC	10505301	3.18E+11	05/21/19	Office Supplies-FINANCE	148.85
113837	06/13/19	OFFICE DEPOT INC	10505301	3.18E+11	05/22/19	office supplies - FINANCE	38.00
113891	06/21/19	OFFICE DEPOT INC	10505301	3.27E+11	06/10/19	Office Supplies	449.59
Total							4,535.99
Human Resources							
113805	06/13/19	Casa Grande Valley Newspaper Inc.	10508205	41736	06/03/19	Classified Ad	74.06
113737	06/06/19	Benefit Intelligence Inc. (ConsultADoc)	10508217	26591	06/03/19	Monthly service fee	558.75
113755	06/06/19	INFINISOURCE INC.	10508217	90469491	05/09/19	Monthly administrative fee	272.25
113799	06/13/19	Az Department of Public Safety	10508217	MAY/19 BACKGR	06/11/19	Fingerprint background checks	198.00
113955	06/28/19	INFINISOURCE INC.	10508217	90503503	06/09/19	Monthly Administrative Fee	272.25
113766	06/06/19	OFFICE DEPOT INC	10508301	31296019001	05/09/19	Keyboard and Mouse - Scott	59.94
113837	06/13/19	OFFICE DEPOT INC	10508301	3.08E+11	04/26/19	Office Supplies	94.54
113977	06/28/19	OFFICE DEPOT INC	10508301	3.32E+11	06/20/19	Office Supplies	55.76
113778	06/06/19	SCOTT BARBER	10508401	2018-20 MEMB	05/31/19	Reimbursement for ACMA MEMBERSHIP DUES	176.00
Total							1,761.55

Community Development

113873	06/21/19	CENTURYLINK	10510201	MAY-19 7500	06/07/19	868-7500 MAIN LINE	191.30
113805	06/13/19	Casa Grande Valley Newspaper Inc.	10510205	42946	06/03/19	PZ19-19	44.06
113805	06/13/19	Casa Grande Valley Newspaper Inc.	10510205	42948	06/03/19	PZ 19-17	44.06
113805	06/13/19	Casa Grande Valley Newspaper Inc.	10510205	42949	06/03/19	PZ19-18	48.47
113788	06/06/19	T-MOBILE USA INC.	10510207	MAY/19 GPS	05/31/19	MAY GPS 2019	27.82
113931	06/28/19	Day Auto Supply Inc	10510209	776626	06/18/19	OIL & FILTER FOR CD-1	46.66
113931	06/28/19	Day Auto Supply Inc	10510209	776756	06/20/19	CREDIT	(12.30)
113844	06/13/19	SOUTHWEST GAS CORPORATION	10510215	19-May	05/31/19	200 W 20TH ST	31.27
113820	06/13/19	HUB Planning & Urban Design LLC	10510217	1912	06/06/19	PROFESSIONAL SERVICES-MAY-19	2,420.76
113894	06/21/19	PLANE-et Communities LLC	10510217	FL-2019-100	05/31/19	TOF Redevelopment Plan Professional svc - May	4,040.00
113837	06/13/19	OFFICE DEPOT INC	10510301	3.22E+11	05/30/19	scale, architect, 12 triangular"	13.50
113837	06/13/19	OFFICE DEPOT INC	10510301	3.22E+11	05/30/19	SURGE PROTECTO, USB DRIVES, STAPLER	178.09
113837	06/13/19	OFFICE DEPOT INC	10510301	3.22E+11	05/30/19	INK REFILL, STAMP	12.58
113977	06/28/19	OFFICE DEPOT INC	10510301	3.22E+11	06/04/19	Office Supplies MISC	28.23
113977	06/28/19	OFFICE DEPOT INC	10510301	32208374001	05/30/19	Office Supplies MISC	78.72
113822	06/13/19	James Allen	10510304	235467	05/24/19	UNIFORM SHIRTS - J ALLEN	119.74
113885	06/21/19	James Allen	10510304	9769	06/10/19	UNIFORM SHIRTS - J ALLEN	59.29
113959	06/28/19	James Allen	10510304	5140	06/11/19	UNIFORM SHIRTS - J ALLEN	43.68
113959	06/28/19	James Allen	10510304	5140	06/11/19	ADDITIONAL COST FOR UNIFORM SHIRT - J	5.46
113793	06/06/19	WEX BANK	10510306	5955177	05/31/19	MAY/19 FUEL - COMMUNITY DEV	104.27
113791	06/06/19	WATER SHED	10510408	400002192	06/03/19	BPO FOR WATER AND ICE	37.57
114000	06/28/19	WATER SHED	10510408	400002307	06/17/19	BPO FOR WATER AND ICE	26.00

Total 7,589.23

Police Administration

113808	06/13/19	COX BUSINESS	10511201	19-May	05/22/19	425 N PINAL ST	6.28
114009	06/28/19	CENTURYLINK	10511201	19-Jun	06/16/19	868-9627 POLICE 9-1-1	317.34
113918	06/28/19	Arizona Correctional Industries	10511209	231003	06/18/19	Veh. repair/Maint-refurbish weapons trailer	1,471.53
113867	06/21/19	BIA	10511215	MAY/19 VAR	06/05/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	209.33
113774	06/06/19	Public Safety Specialists Group	10511217	PSSG 2019TRAIN	05/30/19	Professional Services: The Police Culture Trng.	900.00
113774	06/06/19	Public Safety Specialists Group	10511217	PSSG 2019TRAIN	05/30/19	Professional Services: Power of	900.00
113891	06/21/19	OFFICE DEPOT INC	10511301	31895928001	06/06/19	Office Supplies: Paper, envelopes...	431.15
113891	06/21/19	OFFICE DEPOT INC	10511301	31895928001	06/06/19	Office Supplies: folders	38.43
113891	06/21/19	OFFICE DEPOT INC	10511301	31895928001	06/06/19	Office Supplies: Bubble Mailers	53.19
113891	06/21/19	OFFICE DEPOT INC	10511301	31895928001	06/06/19	Office Supplies: Folding Chair, Storage bins	180.49
113891	06/21/19	OFFICE DEPOT INC	10511301	31895928001	06/06/19	Office Supply: Folding Plastic Table for Events	161.01
113791	06/06/19	WATER SHED	10511302	400002103	05/20/19	Ice for PD	30.17
114000	06/28/19	WATER SHED	10511302	400002305	06/17/19	Ice for PD	12.34
114000	06/28/19	WATER SHED	10511302	400002305	06/17/19	Ice for PD	27.43

113793	06/06/19	WEX BANK	10511306	5955177	05/31/19	MAY/19 FUEL -PD ADMIN	175.30
113803	06/13/19	BEST WESTERN COTTONWOOD	10511403	212722	05/30/19	5 nights for Lt. Tryon-Training	827.25
113814	06/13/19	FBI-LEEDA, INC.	10511403	AUG/19 LEADERS	06/10/19	Registration for Conference: Sedona,AZ	695.00
113847	06/13/19	TERRY TRYON	10511403	AUG/19 PER DIEM	06/10/19	Per Diem for Training: Sedona, AZ	389.00
113770	06/06/19	PETTY CASH - POLICE DEPT	10511444	19-Jun	04/09/19	#45818: Supplies for Apprec.Dinner	87.44
113770	06/06/19	PETTY CASH - POLICE DEPT	10511444	19-Jun	04/09/19	#45819: Cake for Apprec.Dinner	19.27
113770	06/06/19	PETTY CASH - POLICE DEPT	10511444	19-Jun	04/09/19	#45820: Supplies for Chaplains brunch	39.85
Total							6,971.80
Police Support							
113844	06/13/19	SOUTHWEST GAS CORPORATION	10512215	19-May	05/31/19	200 E. 6TH ST	31.27
113771	06/06/19	PINAL CO ANIMAL CARE & CONTROL	10512217	19-Apr	05/19/19	April: Animal Control	960.98
113771	06/06/19	PINAL CO ANIMAL CARE & CONTROL	10512217	19-Feb	04/29/19	February: Animal Control	795.53
113771	06/06/19	PINAL CO ANIMAL CARE & CONTROL	10512217	19-Mar	04/29/19	March: Animal Control	567.15
113974	06/28/19	MHQ OF ARIZONA	10512217	113733	02/19/19	Funds not covered for radar & installation	357.45
113734	06/06/19	Allied 100 (dba AEDSuperstore)	10512301	1053782	05/21/19	Supplies for AED: Batteries/pads...	288.05
Total							3,000.43
Police Volunteer							
113742	06/06/19	Day Auto Supply Inc	10513209	774737	05/23/19	STARTER FOR PD G-561DS	172.71
113742	06/06/19	Day Auto Supply Inc	10513209	774836	05/24/19	CREDIT	(54.05)
113841	06/13/19	POSITIVE PROMOTIONS	10513403	6323443	06/03/19	Community supplies for training/events	345.05
113841	06/13/19	POSITIVE PROMOTIONS	10513403	6323443	06/03/19	CREDIT	(0.01)
Total							463.70
Police Operations							
113742	06/06/19	Day Auto Supply Inc	10514209	774057	05/14/19	Stock AIR FILTER FOR PD	18.28
113742	06/06/19	Day Auto Supply Inc	10514209	774993	05/28/19	STOCK OIL FOR PD	59.00
113809	06/13/19	Day Auto Supply Inc	10514209	775585	06/04/19	STOCK OIL FILTERS FOR PD	12.21
113809	06/13/19	Day Auto Supply Inc	10514209	775682	06/05/19	THERMASTAT FOR PD G-097FR	11.76
113809	06/13/19	Day Auto Supply Inc	10514209	775876	06/07/19	WIPER BLADES FOR PD G-850FJ	61.67
113821	06/13/19	HUGHES TOWING	10514209	19-04498	06/03/19	Towing for PD G-850FJ (patrol)	111.00
113825	06/13/19	JONES AUTO CENTER	10514209	177837	06/05/19	DOOR LATCH FOR PD G-778HM	117.94
113825	06/13/19	JONES AUTO CENTER	10514209	177848	06/05/19	DOOR SWITCH FOR PD G-778HM	20.36
113825	06/13/19	JONES AUTO CENTER	10514209	177860	06/06/19	FUEL PUMP FOR PD G-850FL	420.51
113878	06/21/19	Day Auto Supply Inc	10514209	776152	06/11/19	STOCK OIL & FILTERS FOR PD	464.42
113897	06/21/19	PURCELL TIRE COMPANY	10514209	6780506	06/13/19	Stock Tires for PD	853.34
113931	06/28/19	Day Auto Supply Inc	10514209	776551	06/17/19	STOCK FILTERS & OIL FOR PD	131.55
113931	06/28/19	Day Auto Supply Inc	10514209	776852	06/21/19	TRANS FLUID FOR PD	92.37
113931	06/28/19	Day Auto Supply Inc	10514209	776854	06/21/19	LUBE PUMP FOR PD	5.60
113931	06/28/19	Day Auto Supply Inc	10514209	777007	06/24/19	BRAKE PADS & ROTORS FOR PD G-922 GL	504.03
113931	06/28/19	Day Auto Supply Inc	10514209	777027	06/24/19	PARKING BREAK SHOES FOR PD G-922 GL	81.87

113931	06/28/19	Day Auto Supply Inc	10514209	777113	06/25/19	Credit	(81.87)
113931	06/28/19	Day Auto Supply Inc	10514209	777123	06/25/19	STOCK OIL & BREAKES FOR PD	667.49
113931	06/28/19	Day Auto Supply Inc	10514209	777167	06/26/19	SHOCKS & STRUTS FOR PD G-028ET	470.56
113931	06/28/19	Day Auto Supply Inc	10514209	777259	06/27/19	WIPER PLADES FOR PD G-058ET	17.45
113931	06/28/19	Day Auto Supply Inc	10514209	7777241	06/27/19	SWAY BAR LINK FOR PD G-028ET	50.28
113956	06/28/19	Interstate Battery System of Scottsdale	10514209	25016239	06/19/19	Batteries for PD	641.08
113962	06/28/19	JONES AUTO CENTER	10514209	178014	06/14/19	Spare tire hoist for PD	127.44
113962	06/28/19	JONES AUTO CENTER	10514209	178179	06/25/19	E BRAKE SHOE KIT FOR PD G-922GL	78.15
113962	06/28/19	JONES AUTO CENTER	10514209	59196	06/14/19	REAR A/C REPAIRS FOR PD 317HC	396.10
113783	06/06/19	Sirchie Products	10514302	0402625-IN	05/29/19	Ink pads and distilled water for pads	129.70
113783	06/06/19	Sirchie Products	10514302	0402625-IN	05/29/19	flawless inkpad for fingerprints	0.05
113832	06/13/19	MHQ OF ARIZONA	10514302	111729	06/11/19	Heat alarm for patrol vehicle: OPS	2,173.72
113793	06/06/19	WEX BANK	10514306	5955177	05/31/19	MAY/19 FUEL -PD OPERATIONS	8,104.41
113859	06/21/19	AMMO MUNITIONS INC.	10514309	PRO FORMA POL	06/12/19	Ammo(11 boxes full metal jacket), Ammo (4	3,311.08
113896	06/21/19	Proforce Law Enforcement	10514309	PROFORMA0603	06/03/19	Guns/Ammo-remainder of funds for purchase	4,454.65
113832	06/13/19	MHQ OF ARIZONA	10514312	111728	06/11/19	Poly Set for Prisoner side of vehicle/safety	490.22
113798	06/13/19	Arizona Police Psychology PLLC	10514314	190132	06/03/19	Pre-employment psychol. for Hinrichs	300.00
113770	06/06/19	PETTY CASH - POLICE DEPT	10514403	19-Jun	04/09/19	#45817: Training Supply	22.02
113840	06/13/19	Pinal County Uniforms	10514403	161	05/31/19	Pants for Training (6)	332.56
113929	06/28/19	DANIEL G. HELSDINGEN	10514403	JUN/19 PER DIEM	06/19/19	Per diem for training 6/18-20/19	45.00
113969	06/28/19	LISA M. GASTON	10514403	JUN/19 PER DIEM	06/17/19	Per Diem for training 6/18-20/19	45.00

Total 24,741.00

Fire Administration

113742	06/06/19	Day Auto Supply Inc	10515209	774593	05/21/19	FUEL ADDITIVE FOR FD G-965GH	17.46
113809	06/13/19	Day Auto Supply Inc	10515209	775484	06/03/19	TPMS VALVE STEMS FOR FD G-964GH	27.71
113809	06/13/19	Day Auto Supply Inc	10515209	775752	06/06/19	OIL & FILTERS FOR FD G-965GH	67.35
113844	06/13/19	SOUTHWEST GAS CORPORATION	10515215	19-May	05/31/19	72 E 1st Street	78.49
113867	06/21/19	BIA	10515215	MAY/19 VAR	06/05/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	209.34
113977	06/28/19	OFFICE DEPOT INC	10515301	3.31E+11	06/18/19	3 ring notebooks times 15	28.78
113977	06/28/19	OFFICE DEPOT INC	10515301	3.31E+11	06/18/19	office chair for chief Strayer	300.00
113793	06/06/19	WEX BANK	10515306	5955177	05/31/19	MAY/19 FUEL - FIRE ADMIN	915.41

Total 1,644.54

Fire Station One

113826	06/13/19	L. N. CURTIS and SONS	10516208	INV287726	05/31/19	replacement FLASHLIGHT	116.67
113931	06/28/19	Day Auto Supply Inc	10516209	777061	06/25/19	VACUUM VALVE FOR FD G-999EG	6.06
113962	06/28/19	JONES AUTO CENTER	10516209	178148	06/21/19	SWITCH ASY FOR FD G-999EG	26.80
114016	06/28/19	Superstition Fire & Medical District	10516209	5278	05/22/19	shop 126 barbed fitting, LED light, valve,	885.23
114016	06/28/19	Superstition Fire & Medical District	10516209	5284	05/22/19	shop 122 vehicle maintenance, antifreeze, hose,	982.18
114016	06/28/19	Superstition Fire & Medical District	10516209	5292	05/30/19	shop 126 compressor clutch, belt, drier, oil, freon	2,564.21

114016	06/28/19	Superstition Fire & Medical District	10516209	5295	05/30/19	shop 138 bellows, turbo hose, wipers, filters,	4,203.52
113833	06/13/19	MOTOROLA SOLUTIONS INC.	10516210	16054864	06/04/19	Portable radio batteries	438.28
113964	06/28/19	L. N. CURTIS and SONS	10516211	INV291034	06/13/19	safety vests	381.16
113940	06/28/19	East Valley Wellness Center LLC	10516235	38	05/31/19	Firefighter Physicals St #1 Eggers, Gameros,	4,750.00
113748	06/06/19	FLORENCE TRUE VALUE HARDWARE	10516302	242522	06/04/19	VELCRO	43.67
113748	06/06/19	FLORENCE TRUE VALUE HARDWARE	10516302	242524	06/04/19	shower rings for station	12.72
113845	06/13/19	Spring Meadows Water Treatment LLC	10516302	2617	05/28/19	R/O water filter replacement	350.00
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	10516302	242766	06/18/19	screws	26.47
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	10516302	242785	06/19/19	return screws, ratchet tie downs, tie downs,	44.53
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707757	05/21/19	UNIFORM ALLOWANCE - CHRISTENSEN	421.94
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707769	05/21/19	UNIFORM ALLOWANCE - GAMEROS	147.50
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707772	05/21/19	UNIFORM ALLOWANCE - KENNEDY	260.64
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707803	05/21/19	UNIFORM ALLOWANCE - MAHONEY	439.68
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707846	05/21/19	UNIFORM ALLOWANCE - CHRISTENSEN	28.30
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10516304	707963	05/23/19	UNIFORM ALLOWANCE - ROBISON	12.32
113849	06/13/19	UNITED FIRE EQUIPMENT CO.	10516304	708162	05/29/19	UNIFORM ALLOWNACE - KARTCHNER	390.36
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516304	708495	06/03/19	UNIFORM ALLOWANCE - GAMEROS	173.02
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516304	708496	06/03/19	UNIFORM ALLOWANCE - PIP	698.43
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516304	708562	06/04/19	UNIFORM ALLOWANCE - JABARA	270.96
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516304	708563	06/04/19	UNIFORM ALLOWANCE - GRIBBLE	788.61
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516304	708564	06/04/19	UNIFORM ALLOWANCE - STRAYER	238.68
113793	06/06/19	WEX BANK	10516306	5955177	05/31/19	MAY/19 FUEL - FIRE 541	1,085.37
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516312	31282	06/17/19	CREDIT MEMO	(1,044.87)
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516312	31282	06/17/19	CREDIT MEMO	(1,388.18)
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516312	708617	06/05/19	TURN OUT COAT & PANT	1,044.87
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10516312	709191	06/17/19	Helmet, leather passport, 1 set of structural turn	1,105.49
113792	06/06/19	WAXIE SANITARY SUPPLY	10516315	78285977	05/17/19	janitorial supplies for station #1	207.37
113909	06/21/19	WAXIE SANITARY SUPPLY	10516315	78337947	06/11/19	VACCUME SUPPLIES FOR STATION #2	19.78
114005	06/28/19	WILLIAM S. BRUIN III	10516403	7/23/2019	06/26/19	per diem for course advanced Fire investigation	127.00
Total							19,858.77

Fire Station Two

113808	06/13/19	COX BUSINESS	10517201	19-May	05/22/19	2035 N HUNT HWY	109.59
114009	06/28/19	CENTURYLINK	10517201	19-Jun	06/16/19	723-7347 HUNT FIRE	216.24
113833	06/13/19	MOTOROLA SOLUTIONS INC.	10517210	16054864	06/04/19	Portable radio batteries	279.63
113824	06/13/19	Johnson Utilities	10517212	MAY/19 8081-01	06/05/19	2035 N HUNT HWY FD#2	31.57
113824	06/13/19	Johnson Utilities	10517212	MAY/19 8082-1	06/05/19	2035 N HUNT HWY FD#2	271.23
113844	06/13/19	SOUTHWEST GAS CORPORATION	10517215	19-May	05/31/19	2035 N HUNT HWY	96.91
113940	06/28/19	East Valley Wellness Center LLC	10517235	38	05/31/19	Firefighter Physicals St #2 Feliz, Taylor,	4,550.00
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707224	05/14/19	UNIFORM ALLOWANCE - KELLS	191.87

113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707225	05/14/19	UNIFORM ALLOWANCE - KELLS	178.31
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707756	05/21/19	UNIFORM ALLOWANCE - ADAMCZYK	548.86
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707760	05/21/19	UNIFORM ALLOWANCE - CALISE	611.92
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707762	05/21/19	UNIFORM ALLOWANCE - WORDEN	400.00
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	707770	05/21/19	UNIFORM ALLOWANCE - JOHNSON	789.24
113789	06/06/19	UNITED FIRE EQUIPMENT CO.	10517304	708164	05/23/19	UNIFORM ALLOWANCE - KELLS	42.10
113849	06/13/19	UNITED FIRE EQUIPMENT CO.	10517304	708160	05/29/19	UNIFORM ALLOWANCE - ANDERSON	355.50
113793	06/06/19	WEX BANK	10517306	5955177	05/31/19	MAY/19 FUEL - FIRE 542	1,141.12
113833	06/13/19	MOTOROLA SOLUTIONS INC.	10517310	16054864	06/04/19	CREDIT	(0.01)
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10517312	708617	06/05/19	TURN OUT COAT & PANT	1,388.18
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	10517312	709191	06/17/19	TURN OUT COAT & PANT	1,180.05
113968	06/28/19	Life Assist Inc	10517321	903923	02/25/19	EMS supplie-CREDIT MEMO	(111.43)
113968	06/28/19	Life Assist Inc	10517321	903923	02/25/19	EMS supplies	948.84
113968	06/28/19	Life Assist Inc	10517321	903923	02/25/19	CREDIT MEMO	(232.26)
113785	06/06/19	SPEKTRUM APPAREL	10517403	1900022	05/10/19	CERT Shirts	293.07
Total							13,280.53

Information Technology

113788	06/06/19	T-MOBILE USA INC.	10519207	MAY/19 GPS	05/31/19	MAY GPS 2019	13.91
113754	06/06/19	HERBERT F. FITZPATRICK	10519211	5811	05/02/19	Re-lash fiber optic cable on 1st Street	343.28
113765	06/06/19	Newegg Business Inc.	10519211	1301988906	04/16/19	QTY 2 AOC 27 Monitors"	309.98
113976	06/28/19	Newegg Business Inc.	10519211	1302184405	06/10/19	Gigabyte Aorus 1TB and 512GB M.2 PCI-Express	376.76
113976	06/28/19	Newegg Business Inc.	10519211	1302185164	06/10/19	Gigabyte Aorus Motherboard w/Intel Core i9-	1,749.97
113736	06/06/19	Arizona Office of Technology	10519217	IN580086	05/21/19	MANAGED PRINT SERVICES	1,249.23
113808	06/13/19	COX BUSINESS	10519222	19-May	05/22/19	775 N MAIN ST	33.54
113748	06/06/19	FLORENCE TRUE VALUE HARDWARE	10519301	242231	05/14/19	10 Foot Black Extension Cord for Public Works	11.62
114011	06/28/19	ENTRE SOLUTIONS II	10519323	2019-2009	06/28/19	NAKIVO Backup & Replication Pro for VMware	1,596.00
114011	06/28/19	ENTRE SOLUTIONS II	10519323	2019-2009	06/28/19	NAKIVO Backup & Replication Pro for VMware	716.00
Total							6,400.29

Fitness Center

113876	06/21/19	COX BUSINESS	10520201	MAY/19 B	06/12/19	FITNESS CENTER	3.14
113930	06/28/19	David J. DeFeo dba	10520208	2658	06/13/19	Fitness center preventative maintenance	295.00
113844	06/13/19	SOUTHWEST GAS CORPORATION	10520215	19-May	05/31/19	133 N MAIN ST	31.27
Total							329.41

Parks and Recreation Administration

113788	06/06/19	T-MOBILE USA INC.	10521207	MAY/19 GPS	05/31/19	MAY GPS 2019	97.37
113889	06/21/19	Manatee Tire & Auto Inc. dba	10521209	189774	06/17/19	4 TIRES FOR Pr-5	537.97
113766	06/06/19	OFFICE DEPOT INC	10521301	30653249001	04/25/19	Office Supplies- plates, sticky notes	58.19
113891	06/21/19	OFFICE DEPOT INC	10521301	3.23E+11	06/03/19	Reams of Paper and Laminating pouches.	467.11
113912	06/28/19	Active Network, LLC	10521301	11109578	06/11/19	New Card Reader to replace Magtek from Pool	460.00

113912	06/28/19	Active Network, LLC	10521301	11109578	06/11/19	Additional fee amount to cover PO	30.82
113977	06/28/19	OFFICE DEPOT INC	10521301	3.31E+11	06/19/19	ID card reels	19.49
113793	06/06/19	WEX BANK	10521306	5955177	05/31/19	MAY/19 FUEL - PARKS ADMIN	23.57

Total 1,694.52

Parks Maintenance

113865	06/21/19	Arizona's Best Choice Pest & Termite Svc	10522207	635134	05/20/19	GOPHER CONTROL PARKS/SENIOR CENTER/	235.00
113742	06/06/19	Day Auto Supply Inc	10522209	773836	05/10/19	FRONT BRAKE PDS & ROTORS FOR PR-7	136.69
113742	06/06/19	Day Auto Supply Inc	10522209	774023	05/14/19	REAR BRAKE PADS & ROTORS FOR PR-7	136.69
113742	06/06/19	Day Auto Supply Inc	10522209	774074	05/14/19	CREDIT	(18.48)
113809	06/13/19	Day Auto Supply Inc	10522209	776101	06/11/19	oil FILTER FOR PR-11	8.81
113830	06/13/19	M & R AUTO	10522209	230474	06/05/19	Used TAIL GATE FOR PR-9	633.55
113846	06/13/19	STOTZ EQUIPMENT	10522209 P88879		06/07/19	MOWER DECK TIRES & WHEELS FOR PR-13	266.35
113846	06/13/19	STOTZ EQUIPMENT	10522209 P88953		06/11/19	AXLE BUSING FOR PR-13	11.31
113920	06/28/19	Arizona's Best Choice Pest & Termite Svc	10522217	637312	06/03/19	GOPHER CONTROL AT PARKS, SENIOR	235.00
113899	06/21/19	RICK HALL	10522222	28285	06/01/19	Standard Portable Toilet Serviced 1x/week at	70.98
113878	06/21/19	Day Auto Supply Inc	10522302	774622	05/22/19	Oil, Anti-Freeze for Mowers	17.04
113878	06/21/19	Day Auto Supply Inc	10522302	774622	05/22/19	EPOCH EYEWEAR DIFFERENCE FROM	48.32
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242058	05/03/19	PLASTIC HOSE CAP	5.57
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242091	05/06/19	MAS DRILL BIT, NUTS, BOLTS, & SCREWS	43.41
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242100	05/06/19	3/4X300' WHT NYL ROPE"	28.61
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242124	05/08/19	CAULK GUN	4.22
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242128	05/08/19	LOCTITE, GOTILLA CONST. ADHESIVE	33.83
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242143	05/08/19	ORG FIELD PAINT, 17 OZ WHY FIELD PAINT	95.17
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242212	05/13/19	MINERAL SPIRITS, CAR WAX, KNIFE BLADE	30.22
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242220	05/14/19	COUPLINGS, ELBOWS, CONNECTORS-	68.93
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242221	05/14/19	CONDUIT LOCKNUT, OFFSET NIPPLE,	10.30
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242260	05/16/19	JUMBO SCOURING BRICK, NUT, BOLTS, &	20.38
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242526	06/04/19	TUB/TILE SEAL, BLNK COVER	13.75
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242552	06/05/19	BLK CABLE TIE	16.93
113881	06/21/19	FLORENCE TRUE VALUE HARDWARE	10522302	242555	06/05/19	BLU REG PAINT MARKER, BLACK TIE WIRE	12.14
113908	06/21/19	WATER SHED	10522302	400001857	05/08/19	Drinking water for PARK MAINT STAFF	13.16
113908	06/21/19	WATER SHED	10522302	400002048	05/13/19	Drinking water for PARK MAINT STAFF	26.33
113908	06/21/19	WATER SHED	10522302	400002143	05/24/19	Drinking water for PARK MAINT STAFF	12.00
113908	06/21/19	WATER SHED	10522302	400002303	06/17/19	Drinking water for PARK MAINT STAFF	32.91
113793	06/06/19	WEX BANK	10522306	5955177	05/31/19	MAY/19 FUEL - PARKS MAINT	561.59
113773	06/06/19	Pioneer Landscaping Mat. Inc	10522317 PS11267731		03/20/19	Infield Mix	1,058.58
113868	06/21/19	BINGHAM EQUIPMENT COMPANY	10522317 P55994		06/17/19	STIHL CHAIN AND TRIMMER	464.66
113919	06/28/19	ARIZONA DEPARTMENT OF	10522317 A04118B 2019062		06/24/19	INMATE LABOR PROGRAM- PARKS &	32.00
113919	06/28/19	ARIZONA DEPARTMENT OF	10522317 A04118B2019060		06/13/19	INMATE LABOR PROGRAM- PARKS &	36.00

113746	06/06/19	Elijah White	10522403	03/13/19	PER DIE	01/17/19	Per Diem for ACLA Workshops	15.00
113764	06/06/19	MIKE LOPEZ JR.	10522403	06/13/19	PER DIE	01/17/19	Per Diem for ACLA Trainings	15.00
Total								4,431.95

Aquatics Program

114009	06/28/19	CENTURYLINK	10524207		19-Jun	06/16/19	868-0265 PARKS & REC	308.94
113917	06/28/19	AQUATIC ENVIRONMENTAL	10524208	IN6145		06/18/19	CHEMTROL ORP SENSOR AND CHEMTROL pH	1,573.25
113844	06/13/19	SOUTHWEST GAS CORPORATION	10524215		19-May	05/31/19	174 W 1st ST #2	900.79
113827	06/13/19	LINCOLN AQUATICS	10524302	D8639779		05/21/19	CREDIT	(1.00)
113908	06/21/19	WATER SHED	10524302	400002096		05/18/19	DRINKING WATER FOR AQUATIC STAFF	26.33
113908	06/21/19	WATER SHED	10524302	400002165		05/30/19	Water and ice for AQUATIC CENTER STAFF	39.49
113908	06/21/19	WATER SHED	10524302	400002194		06/03/19	DRINKING WATER FOR AQUATIC STAFF	13.16
113908	06/21/19	WATER SHED	10524302	400002242		06/10/19	Water and ice for AQUATIC CENTER STAFF	26.33
114000	06/28/19	WATER SHED	10524302	400002341		06/21/19	DRINKING WATER FOR AQUATIC STAFF	39.49
113879	06/21/19	EAST VALLEY SPORTS	10524304	51019		06/06/19	LG new staff uniforms	363.39
113939	06/28/19	EAST VALLEY SPORTS	10524304	52319		05/23/19	Try On Suits	148.01
113995	06/28/19	SURF & SKI ENTERPRISES	10524304	153861		06/05/19	Staff shirts for Late Hires	309.33
113995	06/28/19	SURF & SKI ENTERPRISES	10524304	153870		06/06/19	LG Shirts New Staff	262.95
113735	06/06/19	AQUATIC ENVIRONMENTAL	10524310	IN45626		04/10/19	Pool Chemicals	1,300.00
113735	06/06/19	AQUATIC ENVIRONMENTAL	10524310	IN45626		04/10/19	additional fee for pool chemicals	53.95
113917	06/28/19	AQUATIC ENVIRONMENTAL	10524310	IN46093		06/12/19	Pulsar Screen, Hypochlorite and Pulsar Power	2,026.66
113804	06/13/19	BSN Sports LLC	10524312	905141877		04/25/19	Whistles and BREAKAWAY LANYARDS	295.26
113971	06/28/19	MARY JO MANN	10524313	2020		05/29/19	WSI Training	1,356.00
Total								9,042.33

Recreation Programs

113886	06/21/19	KIM A. HUNTER	10525217		19-Jun	06/13/19	Teen Leadership and programming for the 18-19	3,500.00
113886	06/21/19	KIM A. HUNTER	10525217		19-May	05/20/19	MAY Teen Leadership and programming for the	3,000.00
113984	06/28/19	ROBLES BOXING & FITNESS LLC	10525224	JUN/19 CONTRA		06/27/19	June Boxing Instruction Payment	1,156.00
114014	06/28/19	ROBLES BOXING & FITNESS LLC	10525224	JUN/19 CONT		06/28/19	Boxing Bootcamp for June Difference	596.00
113827	06/13/19	LINCOLN AQUATICS	10525302	D8639779		05/21/19	Kickboards	150.00
113908	06/21/19	WATER SHED	10525302	400001905		05/16/19	Water and ice for COMMUNITY CENTER STAFF	19.75
113908	06/21/19	WATER SHED	10525302	400001977		04/29/19	Water COMMUNITY CENTER STAFF	19.75
113908	06/21/19	WATER SHED	10525302	400002050		05/13/19	DRINKING WATER FOR COMMUNITY CENTER	19.75
113908	06/21/19	WATER SHED	10525302	400002105		05/20/19	Drinking water for Community Center Staff	13.16
113908	06/21/19	WATER SHED	10525302	400002306		06/17/19	DRINKING WATER FOR COMMUNITY CENTER	19.75
113986	06/28/19	S & S Worldwide Inc.	10525302	100157557		06/12/19	Summer Kids Club Supplies	17.85
113793	06/06/19	WEX BANK	10525306	5955177		05/31/19	MAY/19 FUEL - PARKS RECREATION	48.61
Total								8,560.62

Special Events

113787	06/06/19	Swank Motion Pictures Inc.	10526217	BO 1602927	03/18/19	Movie Licensing for Hotel Transylvania 5/31/19	475.02
113756	06/06/19	JASON REYNOLDS	10526407	FLYERS/JUL 4	05/09/19	4th of July Flyer	50.00
Total							525.02

Senior Center

113876	06/21/19	COX BUSINESS	10528201	MAY/19 B	06/12/19	SENIOR CENTER	19.91
113788	06/06/19	T-MOBILE USA INC.	10528207	MAY/19 GPS	05/31/19	MAY GPS 2019	55.64
113742	06/06/19	Day Auto Supply Inc	10528209	77439	05/20/19	WIPER BLADES FOR SC-2	15.92
113742	06/06/19	Day Auto Supply Inc	10528209	775106	05/29/19	SHOCKS FOR SC-16	129.92
113931	06/28/19	Day Auto Supply Inc	10528209	776596	06/18/19	ALT BELT FOR ST-81	26.20
114010	06/28/19	Day Auto Supply Inc	10528209	777323	06/28/19	ALTERNATOR, BELT & TENSIONER FOR SC-4	297.24
114010	06/28/19	Day Auto Supply Inc	10528209	777376	06/28/19	Credit	(72.07)
113844	06/13/19	SOUTHWEST GAS CORPORATION	10528215	19-May	05/31/19	330 N PINAL ST	48.57
113853	06/13/19	WATER SHED	10528217	400002049	05/13/19	monthly water and ice	9.05
113853	06/13/19	WATER SHED	10528217	400002102	05/20/19	monthly water and ice	9.05
113853	06/13/19	WATER SHED	10528217	400002163	05/30/19	monthly water and ice	17.86
113893	06/21/19	PINAL NUTRITION PROGRAM	10528217	19-May	06/15/19	May meals for senior center	970.94
113908	06/21/19	WATER SHED	10528217	400002304	06/17/19	monthly water and ice	18.10
113916	06/28/19	AQUA CHILL INC #1	10528217	24333304	06/20/19	monthly rental for 50 GPD AND 3 GALLON TANK	32.43
113890	06/21/19	Nat'l Ctr For Safety Initiatives LLC	10528302	143719	06/01/19	Give A Lift Background & Driving Records	32.00
113931	06/28/19	Day Auto Supply Inc	10528302	900003203	06/05/19	helium tank filled	141.95
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528302	19-Jun	06/24/19	Dollar General wind sheild washer fluid	3.27
113793	06/06/19	WEX BANK	10528306	5955177	05/31/19	MAY/19 FUEL - SENIOR CENTER	366.17
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	items for bingo (reimbursed by Pinal Nutrition)-	3.06
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	superstiion Ranch Market-bingo items	23.87
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	Superstition Ranch Market - bingo items	20.57
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	Sprouts - bingo items reimbursed by Pinal	9.49
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	Food City - bingo itemes reimbursed by Pinal	11.66
113979	06/28/19	PETTY CASH - SENIOR CENTER	10528444	19-Jun	06/24/19	Food City - bingo items reimbursed by Pinal	10.61
Total							2,201.41

Library

113904	06/21/19	Staples Business Advantage	10529301	7219998400-0-1	06/06/19	Office Supplies	146.97
113839	06/13/19	PETTY CASH - LIBRARY	10529302	JUN/19 PETTY C/	06/05/19	Petty cash renewal; put check in library mailbox	181.93
113978	06/28/19	PETTY CASH - LIBRARY	10529302	19-Jun	06/25/19	Petty cash renewal. please put check in library	127.93
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012558486	05/23/19	Fiction books and CDs	93.97
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012558487	05/23/19	NonFiction Books and DVDs	11.54
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012558488	05/23/19	YA books	21.98
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012558489	05/23/19	Childrens and Juv books	51.29
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012558490	05/23/19	Childrens/Juv/YA BOOKS	95.21

113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012564033	05/30/19	Childrens/Juv books	4.79
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012564034	05/30/19	Fiction books and CDs	201.79
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012564035	05/30/19	YA books	10.44
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012564036	05/30/19	Childrens and Juv books	34.32
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	4012564037	05/30/19	Childrens/Juv/YA BOOKS	21.98
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	T04335040	05/22/19	NonFiction Books and DVDs	17.24
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	T04427400	05/28/19	NonFiction Books and DVDs	41.95
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	T04503310	05/29/19	NonFiction Books and DVDs	86.94
113801	06/13/19	BAKER & TAYLOR BOOKS	10529308	T04643740	06/04/19	NonFiction Books and DVDs	50.94
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	4012574443	06/13/19	Fiction books and CDs	95.67
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	4012574444	06/13/19	Childrens and Juv books	63.29
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	4012574445	06/13/19	YA books, Childrens books, Juv books	9.89
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	T04809530	06/11/19	NonFiction Books and DVDs	63.71
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	T04865880	06/13/19	NonFiction Books and DVDs	26.24
113921	06/28/19	BAKER & TAYLOR BOOKS	10529308	T064939320	06/17/19	NonFiction Books and DVDs	52.47

Total 1,512.48

Engineering

113742	06/06/19	Day Auto Supply Inc	10530209	775184	05/30/19	OIL & FILTER FOR ST-79	9.74
113793	06/06/19	WEX BANK	10530306	5955177	05/31/19	MAY/19 FUEL - ENGINEERING	76.72
113936	06/28/19	DLT SOLUTIONS LLC	10530323	S1434413	05/31/19	QUOTE 4743121 AUTOCAD	631.51

Total 717.97

Facilities Maintenance

113741	06/06/19	CULLIGAN OF PHOENIX	10531207	291X24466007	04/30/19	Service on the water softeners-LIBRARY &	410.00
113779	06/06/19	SERRANO A/C and HEATING LLC	10531207	42919	04/29/19	Services on HVAC for TOF Depts.	2,800.00
113788	06/06/19	T-MOBILE USA INC.	10531207	MAY/19 GPS	05/31/19	MAY GPS 2019	69.55
113750	06/06/19	GEN-TECH	10531208	183199	05/21/19	Annual Generator Service-PD	897.58
113750	06/06/19	GEN-TECH	10531208	183203	05/21/19	Annual Generator Service-ANTHEM TOWER	1,097.36
113750	06/06/19	GEN-TECH	10531208	183212	05/21/19	Annual Generator Service-PD EVIDENCE	1,094.02
113750	06/06/19	GEN-TECH	10531208	183214	05/21/19	Annual Generator Service-FIRE #2	1,235.06
113750	06/06/19	GEN-TECH	10531208	183218	05/21/19	Annual Generator Service-FIRE #1	1,148.97
113750	06/06/19	GEN-TECH	10531208	183225	05/22/19	Annual Generator Service-FLORENCE TOWER	1,104.83
113750	06/06/19	GEN-TECH	10531208	183229	05/22/19	Annual Generator Service-TOWN HALL	870.26
113943	06/28/19	FERRELLGAS	10531208	1107057901	06/26/19	Propane for Anthem radio tower	195.97
113943	06/28/19	FERRELLGAS	10531208	1107058774	06/26/19	Propane for Anthem TOWER GENERATOR	55.37
113742	06/06/19	Day Auto Supply Inc	10531209	774735	05/23/19	DIESEL ADD FOR FM-1	12.00
113913	06/28/19	American Fire Equipment Sales and	10531209	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	82.75
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	241862	04/19/19	WO3857	7.84
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242240	05/15/19	WASP SPRAY	4.90
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242246	05/15/19	COUPLING, CEMENT, PIPE	35.54

113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242253	05/15/19	ELBOW	16.18
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242528	06/04/19	HOSE	9.82
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242533	06/04/19	sWIVEL CONNECTOR	4.90
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10531302	242611	06/07/19	BATTERY	10.91
113872	06/21/19	Central Arizona Supply Inc	10531302	4153865-00	05/14/19	Misc. Operating Supplies for TOF HVAC	373.99
113926	06/28/19	Central Arizona Supply Inc	10531302	4121756-00	04/23/19	Misc. Operating Supplies for TOF HVAC	292.35
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531302	3010903	05/30/19	BLANKET: OPERATING SUPPLIES	330.88
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531302	4011229	06/18/19	BLANKET: OPERATING SUPPLIES	89.54
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531302	7020335	04/16/19	BLANKET: OPERATING SUPPLIES	87.85
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531302	7023057	06/25/19	BLANKET: OPERATING SUPPLIES	136.80
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531302	7370391	06/05/19	BLANKET: OPERATING SUPPLIES	189.01
114013	06/28/19	JOHNSTONE SUPPLY OF ARIZONA	10531302	450-S4229130.00	04/25/19	BPO FOR OPERATING SUPPLIES-FACILITIES	138.10
114013	06/28/19	JOHNSTONE SUPPLY OF ARIZONA	10531302	450-S4250763.00	05/17/19	BPO FOR OPERATING SUPPLIES-FACILITIES	247.01
114013	06/28/19	JOHNSTONE SUPPLY OF ARIZONA	10531302	450-S4259588.00	05/30/19	BPO FOR OPERATING SUPPLIES-FACILITIES	83.32
113818	06/13/19	GLENN JONES	10531304	REIMB/JONES	06/02/19	REIMBURSEMENT OF UNIFORM ALLOWANCE-	178.26
114008	06/28/19	C-A-L STORES COMPANIES INC.	10531304	514795/22	05/26/19	Uniform Allowance (remainder)	284.02
113793	06/06/19	WEX BANK	10531306	5955177	05/31/19	MAY/19 FUEL - FAC MAINT	339.69
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531311	7020336	04/16/19	BLANKET SMALL TOOLS	630.02
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531311	7023058	06/25/19	BLANKET SMALL TOOLS	89.41
113954	06/28/19	HOME DEPOT CREDIT SERVICES	10531311	7670390	06/05/19	BPO FOR SMALL TOOLS-FACILITIES	117.07
114001	06/28/19	WAXIE SANITARY SUPPLY	10531311	78331959	06/07/19	BPO for Custodial	514.64
113794	06/13/19	AGS SAFETY & SUPPLY	10531312	7489219	05/28/19	First Aid Supplies FOR FACILITIES	50.50
114001	06/28/19	WAXIE SANITARY SUPPLY	10531315	78314806	05/31/19	Custodial Supplies for Facilities Maint.	1,223.60
114001	06/28/19	WAXIE SANITARY SUPPLY	10531315	78314806	05/31/19	Custodial Supplies for Facilities	408.25
114001	06/28/19	WAXIE SANITARY SUPPLY	10531315	78331880	06/07/19	Custodial Supplies for Facilities	19.65
114001	06/28/19	WAXIE SANITARY SUPPLY	10531315	78353787	06/18/19	Custodial Supplies for Facilities	167.80
114001	06/28/19	WAXIE SANITARY SUPPLY	10531315	79331953	06/07/19	Custodial Supplies for Facilities	125.56
113740	06/06/19	Clemans Plumbing	10531316	8441	02/16/19	BPO FOR CALL OUT SERVICES-FACILITIES-	135.00
113740	06/06/19	Clemans Plumbing	10531316	8442	03/12/19	BPO FOR CALL OUT SERVICES-FACILITIES-	270.00
113740	06/06/19	Clemans Plumbing	10531316	8443	05/13/19	BPO FOR CALL OUT SERVICES-FACILITIES-	135.00
113784	06/06/19	Sommers Glass and Mirror Inc.	10531316	86835	09/17/18	BPO FOR GLASS/WINDOW REPAIRS	1,286.80
113802	06/13/19	BENSON SYSTEMS	10531316	217643	05/23/19	LIBRARY INSTRUSION SYSTEM	269.27
113850	06/13/19	United Metal Products	10531316	73209	05/20/19	Pump for cooler at Aquatic Center and	1,000.00
113850	06/13/19	United Metal Products	10531316	73209	05/20/19	CREDIT	(81.63)
113850	06/13/19	United Metal Products	10531316	73235	05/21/19	PuLLEYS	14.25
113902	06/21/19	SERRANO A/C and HEATING LLC	10531316	#27/COM DEV	05/22/19	A/C Services for Comm. Dev.	5,500.00
113905	06/21/19	Truly Painting & More LLC	10531316	2361	04/16/19	PAINT FOR TOWN HALL	298.00
113925	06/28/19	CentiMark Corporation	10531316	8000903206	06/12/19	Roofing EVAL & REPAIRS FOR THE	2,193.32
113934	06/28/19	DH Pace Company Inc.	10531316	SVC/70456	04/02/19	BPO FOR CALL OUT SERVICES-FACILITIES	270.83

113934	06/28/19	DH Pace Company Inc.	10531316	SVC/70456	04/02/19	BPO-CALL OUT SERVICES/FACILITIES	2,169.46
113938	06/28/19	E & JC Heating & Cooling LLC	10531316	Q-6688	06/06/19	BPO FOR CALL OUT SERVICES-FACILITIES	185.00
114015	06/28/19	SERRANO A/C and HEATING LLC	10531316		06/13/19	AC SERVICES FOR 775 N MAIN ST	647.32
Total							31,573.75

General Government

113807	06/13/19	CENTURYLINK	10532201	MAY/19-B	06/01/19	9-1-1 LOCATOR	79.28
113807	06/13/19	CENTURYLINK	10532201	MAY/19-B	06/01/19	TRUNK LINE	527.06
113808	06/13/19	COX BUSINESS	10532201	19-May	05/22/19	778 N MAIN ST	128.77
113874	06/21/19	CENTURYLINK	10532201	MAY/19 0593	06/10/19	868-0593 INTERNET LINE	114.89
114009	06/28/19	CENTURYLINK	10532201	19-Jun	06/16/19	868-0236 FIRE ALARM SYSTEM	52.89
114009	06/28/19	CENTURYLINK	10532201	19-Jun	06/16/19	868-7500 MAIN LINE	91.05
113744	06/06/19	DH Pace Company Inc.	10532206	SVC/71088	04/24/19	STATION 2 DOOR REPAIR	4,511.61
113744	06/06/19	DH Pace Company Inc.	10532206	SVC/71469	05/03/19	STATION 2 DOOR REPAIR	3,374.56
113800	06/13/19	AZ MUNICIPAL RISK RETENTION-	10532206	40001519-060420	06/04/19	Liability Insurance - 2000238-1 10/18-10/19	111,983.00
114009	06/28/19	CENTURYLINK	10532214	19-Jun	06/16/19	868-0705 SK ALARM	160.10
114009	06/28/19	CENTURYLINK	10532214	19-Jun	06/16/19	868-8933 S. BAILEY	143.31
113782	06/06/19	SHRED-IT USA	10532314	8127272820	05/15/19	MONTHLY SHREDDING FOR TOWN HALL AND	68.00
113791	06/06/19	WATER SHED	10532314	400002164	05/30/19	BLANKET PO FOR TOWN HALL ICE/WATER	17.28
113791	06/06/19	WATER SHED	10532314	400002193	06/03/19	BLANKET PO FOR TOWN HALL ICE/WATER	21.12
113908	06/21/19	WATER SHED	10532314	400002240	06/10/19	BLANKET PO FOR TOWN HALL ICE/WATER	14.54
114000	06/28/19	WATER SHED	10532314	400002334	06/20/19	BLANKET PO FOR TOWN HALL ICE/WATER	8.91
114000	06/28/19	WATER SHED	10532314	400002334	06/20/19	ADDITIONAL AMOUNT EXCEEDING PO#51464	28.11
Total							121,324.48

Cemetery

114007	06/28/19	ARIZONA DEPARTMENT OF	10533317	A04118A 2019062	06/24/19	Inmate Labor - Cemetery	3.00
114007	06/28/19	ARIZONA DEPARTMENT OF	10533317	P04117A	04/03/19	INMATE LABOR (117A-2/22/19) CEMETERY	12.00
Total							15.00

Fleet Maintenance

113788	06/06/19	T-MOBILE USA INC.	10536207	MAY/19 GPS	05/31/19	MAY GPS 2019	27.82
113742	06/06/19	Day Auto Supply Inc	10536209	773930	05/13/19	3M TAPE FOR SHOP	31.48
113931	06/28/19	Day Auto Supply Inc	10536209	776955	06/24/19	AIR CHUCK & ADAPTER FOR SHOP	19.52
113931	06/28/19	Day Auto Supply Inc	10536209	777098	06/25/19	SHOP TOWELS	65.32
114000	06/28/19	WATER SHED	10536209	400002218	06/06/19	1 Gal disstilled water for Fleet	12.42
113965	06/28/19	Larry O. Garcia Jr.	10536304	REDWNG 00897E	06/16/19	REIMB UNIFORM ALLOWANCE (BOOTS)	96.53
113965	06/28/19	Larry O. Garcia Jr.	10536304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	48.75
113965	06/28/19	Larry O. Garcia Jr.	10536304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	98.67
113793	06/06/19	WEX BANK	10536306	5955177	05/31/19	MAY/19 FUEL - FLEET	61.85
113742	06/06/19	Day Auto Supply Inc	10536311	774460	05/20/19	RUBBER JACK ADAPTERS FOR SHOP	94.90
113742	06/06/19	Day Auto Supply Inc	10536311	774468	05/20/19	DIE GRINDER WHEELS FOR SHOP	6.82

113742	06/06/19	Day Auto Supply Inc	10536311	775501	06/03/19	JUMP STARTER FOR SHOP	179.63
113809	06/13/19	Day Auto Supply Inc	10536311	775528	06/04/19	GRIP PAINT FOR LIFTS IN SHOP	89.81
113809	06/13/19	Day Auto Supply Inc	10536311	775650	06/05/19	TIRE SPREADER FOR SHOP	153.24
113809	06/13/19	Day Auto Supply Inc	10536311	775902	06/07/19	FREIGHT FOR TIRE SPREADER	4.67
113742	06/06/19	Day Auto Supply Inc	10536314	774058	05/14/19	CaBLE TIES FOR SHOP	3.52
113742	06/06/19	Day Auto Supply Inc	10536314	775280	05/31/19	SUPER GLUE FOR SHOP	1.28
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	10536314	242637	06/10/19	LAG BOLTS FOR SHOP	3.68
113931	06/28/19	Day Auto Supply Inc	10536314	776993	06/24/19	MOLY GREASE TUBES	20.48
113931	06/28/19	Day Auto Supply Inc	10536314	777023	06/24/19	1/2 IN RATCHET FOR SHOP	37.75

Total 1,058.14

Economic Development

114009	06/28/19	CENTURYLINK	10551201	19-Jun	06/16/19	868-8030 MCFARLAND PARK	52.89
113775	06/06/19	RAY'S PRINTING	10551407	188926	04/24/19	Trifold Brochures Economic Development	460.32

Total 513.21

Capital Projects-General Government

113895	06/21/19	PRIDE GROUP	11515506	OUT-4406	06/13/19	Upfit for new Fire F150	22,890.35
113906	06/21/19	UNITED FIRE EQUIPMENT CO.	11515506	708932	06/11/19	RACK FOR BREATHING AIR COMPRESSOR	991.59
113810	06/13/19	DH Pace Company Inc.	11515507	ACR/24798	05/17/19	LED Illumination safety kits for	11,245.68
113882	06/21/19	GREENPLAY LLC	11522217	6472	06/10/19	Parks and Recreation Comprehensive Plan	11,100.25
113910	06/21/19	WESTLAND RESOURCES INC	11522217	48609014	06/14/19	Poston Butte Preserve - Environmental	3,068.10
113910	06/21/19	WESTLAND RESOURCES INC	11522217	48609014	06/14/19	BALANCE FOR INVOICE #48609014	704.84
113905	06/21/19	Truly Painting & More LLC	11531211	2387	06/07/19	PAINT FOR 289 N. MAIN - KOKEPELLI	564.00
113928	06/28/19	Continental Flooring Company	11531211	J035678	06/07/19	Replace flooring at Senior Center, Town Hall-	13,361.55
113928	06/28/19	Continental Flooring Company	11531211	J035679	06/07/19	Replace flooring at Senior Center, Town Hall-	2,350.89
113928	06/28/19	Continental Flooring Company	11531211	J035680	06/07/19	Replace flooring at Senior Center, Town Hall-	15,836.87
113928	06/28/19	Continental Flooring Company	11531211	J035681	06/07/19	Replace flooring at Senior Center, Town Hall-	6,292.28
113996	06/28/19	TERRACON CONSULTANTS INC	11532211	TB89359	04/11/19	KOKOPELLI - MATERIALS TESTING	1,669.25
113831	06/13/19	MEANS DESIGN & BUILDING	11532408	5.17.2019	05/17/19	Adobe repair work at Total Concept Bldg.	2,056.00

Total 92,131.65

Highway User Fund-Streets

113876	06/21/19	COX BUSINESS	12518201	MAY/19 B	06/12/19	425 E RUGGLES ST / DIG ADAPTER	3.14
113772	06/06/19	Pinal County Public Works	12518207	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ	400.00
113772	06/27/19	Pinal County Public Works	12518207	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ	400.00
113788	06/06/19	T-MOBILE USA INC.	12518207	MAY/19 GPS	05/31/19	MAY GPS 2019	291.36
113980	06/28/19	Pinal County Public Works	12518207	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ	400.00
113980	06/28/19	Pinal County Public Works	12518207	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ-	400.00
113742	06/06/19	Day Auto Supply Inc	12518209	774056	05/14/19	BLUE DEF FOR FLEET	34.95
113742	06/06/19	Day Auto Supply Inc	12518209	774077	05/14/19	CABIN AIR FILTER FOR ST-51	20.26
113742	06/06/19	Day Auto Supply Inc	12518209	775092	05/29/19	OIL & FILTER FOR ST-25	126.08

113742	06/06/19	Day Auto Supply Inc	12518209	775183	05/30/19	OIL FILTERS FOR ST-45	567.49
113742	06/06/19	Day Auto Supply Inc	12518209	775184	05/30/19	OIL & FILTER FOR ST-79	29.18
113742	06/06/19	Day Auto Supply Inc	12518209	775276	05/31/19	SERPENTINE BELT FOR ST-10	45.03
113809	06/13/19	Day Auto Supply Inc	12518209	775321	05/31/19	A/C BELT FOR ST-10	24.56
113809	06/13/19	Day Auto Supply Inc	12518209	775495	06/03/19	SOCKET FOR ST-10	3.81
113809	06/13/19	Day Auto Supply Inc	12518209	775640	06/05/19	COOLANT FOR ST-10	41.47
113809	06/13/19	Day Auto Supply Inc	12518209	775651	06/05/19	EPOXY FOR ST-10	8.18
113825	06/13/19	JONES AUTO CENTER	12518209	177787	06/03/19	BELT TENSION FOR ST-10	199.86
113825	06/13/19	JONES AUTO CENTER	12518209	177813	06/04/19	FAN SHROUD & RAD HOSE FOR ST-10	277.47
113825	06/13/19	JONES AUTO CENTER	12518209	177840	06/05/19	CREDIT	(93.85)
113878	06/21/19	Day Auto Supply Inc	12518209	776095	06/11/19	A/C CONNECTOR FOR ST-10	33.84
113878	06/21/19	Day Auto Supply Inc	12518209	776158	06/11/19	A/C CONNECTOR FOR ST-10	33.84
113878	06/21/19	Day Auto Supply Inc	12518209	776251	06/12/19	TAIL LIGHT FOR ST-50	7.31
113897	06/21/19	PURCELL TIRE COMPANY	12518209	6780526	06/17/19	8 TIRES FOR ST-61	2,840.46
113913	06/28/19	American Fire Equipment Sales and	12518209	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	150.28
113931	06/28/19	Day Auto Supply Inc	12518209	776292	06/13/19	HEX BOLT FOR ST-23	6.95
113931	06/28/19	Day Auto Supply Inc	12518209	776697	06/19/19	DOOR HANDLE FOR ST-27	18.15
113931	06/28/19	Day Auto Supply Inc	12518209	776768	06/25/19	OIL & FILTER FOR ST-80	48.64
113931	06/28/19	Day Auto Supply Inc	12518209	776797	06/20/19	Oil-12-30x30W	65.39
113931	06/28/19	Day Auto Supply Inc	12518209	777094	06/25/19	COOLING FAN, SERP BELT, COOLANT FOR ST-	202.19
113931	06/28/19	Day Auto Supply Inc	12518209	777120	06/25/19	BLUE DEF FOR FLEET	17.47
113931	06/28/19	Day Auto Supply Inc	12518209	777156	06/26/19	BATTERY FOR ST-42	58.86
113931	06/28/19	Day Auto Supply Inc	12518209	777206	06/26/19	COOLANT RESERVIOR FOR ST-80	44.02
113947	06/28/19	FREIGHTLINER ARIZONA LLC	12518209	XA320023383:01	06/24/19	EXTRA AMOUNT FOR CUTOFF SWITCH FOR	11.41
113947	06/28/19	FREIGHTLINER ARIZONA LLC	12518209	XA320023383:01	06/24/19	CUTOFF SWITCH FOR ST-61	400.00
113962	06/28/19	JONES AUTO CENTER	12518209	178126	06/21/19	MIRROR FOR ST-80	210.05
113962	06/28/19	JONES AUTO CENTER	12518209	178130	06/21/19	RADIATOR FOR ST-80	443.92
113962	06/28/19	JONES AUTO CENTER	12518209	178186	06/25/19	RADIATOR HOSES FOR ST-80	104.35
113970	06/28/19	LONG STAR AUTO GLASS SERVICES	12518209	2583	06/25/19	Fleet glass replacement & repairs	45.00
113973	06/28/19	McClure Machine Shop LLC /	12518209	5089	06/25/19	SPACERS FOR ST-23	72.40
114010	06/28/19	Day Auto Supply Inc	12518209	777323	06/28/19	SUPER GLUE FOR ST-4	4.68
113742	06/06/19	Day Auto Supply Inc	12518211	775074	05/29/19	PRESSURE FITTING FOR ST-36	3.12
113742	06/06/19	Day Auto Supply Inc	12518211	775281	05/31/19	OIL & FILTER FOR ST-36	13.89
113742	06/06/19	Day Auto Supply Inc	12518211	775289	05/31/19	FUEL FILTER FOR ST-36	22.13
113887	06/21/19	KIRK'S TIRES	12518211	7706	06/17/19	Labor to mount tire on ST-18	108.52
113889	06/21/19	Manatee Tire & Auto Inc. dba	12518211	189777	06/14/19	1 tire for ST-18 (LOADER)	1,095.26
113913	06/28/19	American Fire Equipment Sales and	12518211	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	300.00
113913	06/28/19	American Fire Equipment Sales and	12518211	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	125.23
113931	06/28/19	Day Auto Supply Inc	12518211	776512	06/17/19	BATTERIES FOR MESSAGE BOARD	271.03

114006	06/28/19	ZUMAR IND.	12518214	4922	06/18/19	STREET SIGNS AND POSTS (U-CHANNEL	1,386.84
113796	06/13/19	APS	12518215	MAY/19 AR04800	05/29/19	Street light BILLING AR0480006594	3,333.49
113811	06/13/19	Electrical District No. 2	12518215	MAY/19 66606	06/03/19	DIVERSION DAM RD B/N HWY 79/BOWLIN	272.01
113862	06/21/19	APS	12518215	MAY/19 ARO4800	06/17/19	Street light BILLING AR0480006654	3,341.19
113863	06/21/19	ARIZONA PUBLIC SERVICE	12518215	MAIN ST ST MAY	06/03/19	MAIN ST STREET LIGHT	2,888.44
113867	06/21/19	BIA	12518215	MAY/19 VAR	06/05/19	723 PINAL PKWY TRAFFIC LT	20.00
113867	06/21/19	BIA	12518215	MAY/19 VAR	06/05/19	17 DD LTS @ FLO N FLO	233.75
113867	06/21/19	BIA	12518215	MAY/19 VAR	06/05/19	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	110.00
113867	06/21/19	BIA	12518215	MAY/19 VAR	06/05/19	HWY 87 & CAMPBELL	46.20
113867	06/21/19	BIA	12518215	MAY/19 VAR	06/05/19	FLO GRDN 4DD LTS	61.60
113880	06/21/19	Electrical District No. 2	12518215	19-May	06/10/19	7158 W HUNT HWY SIGNAL LIGHT	41.70
113781	06/06/19	Sherwin-Williams Co. #4378	12518302	2441-9	05/24/19	BPO FOR OPERATING SUPPLIES	483.81
113791	06/06/19	WATER SHED	12518302	400001975	04/29/19	Water and ice for PW	34.55
113791	06/06/19	WATER SHED	12518302	400002047	05/31/19	Water and ice for PW	67.88
113791	06/06/19	WATER SHED	12518302	400002101	05/20/19	Water and ice for PW	39.50
113791	06/06/19	WATER SHED	12518302	400002113	05/20/19	Water and ice for PW	22.83
113795	06/13/19	APD POWER CENTER INC.	12518302	231819	05/31/19	BPO FOR OPERATING SUPPLIES-STREETS	1,319.41
113795	06/13/19	APD POWER CENTER INC.	12518302	231819	05/31/19	BlADES	2,267.08
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	12518302	241935	04/24/19	COUPLING, PLUG	12.26
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	12518302	242155	05/09/19	BUSHING, PVC, TEE, ETC.	11.96
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	12518302	242169	05/09/19	COUPLING, CEMENT, PIPE	1.22
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	12518302	242510	06/04/19	COUPLING, CEMENT, PIPE	31.64
113931	06/28/19	Day Auto Supply Inc	12518302	776099	06/11/19	SPARK PLUG FOR CONCRETE HAND SAW	4.14
113954	06/28/19	HOME DEPOT CREDIT SERVICES	12518302	2052785	04/11/19	Operating Supplies for PW/Streets	665.68
113994	06/28/19	Staples Business Advantage	12518302	7218231998-01-1	05/06/19	OPERATING SUPPLIES FOR STREETS	487.95
113838	06/13/19	PATRICK MILLER	12518304	BB175901	05/30/19	ReMBURSEMENT OF UNIFORM ALLOW-	222.00
113838	06/13/19	PATRICK MILLER	12518304	WALMART 03017	05/30/19	Reimbursement OF UNIFORM ALLOW-PANTS	259.58
113869	06/21/19	C-A-L STORES COMPANIES INC.	12518304	2531/22	05/26/19	Uniform Allowance for TYLER WAINSCOTT	534.99
113793	06/06/19	WEX BANK	12518306	5955177	05/31/19	MAY/19 FUEL - HURF	4,099.94
113883	06/21/19	HOME DEPOT CREDIT SERVICES	12518311	6063717	03/28/19	BPO FOR SMALL TOOLS-STREETS	496.67
113954	06/28/19	HOME DEPOT CREDIT SERVICES	12518311	2052785	04/11/19	BPO FOR SMALL TOOLS-STREETS	200.00
114007	06/28/19	ARIZONA DEPARTMENT OF	12518317	A04118A 201906C	06/13/19	Inmate Labor - ROW	24.00
114007	06/28/19	ARIZONA DEPARTMENT OF	12518317	A04118A 2019062	06/24/19	Inmate Labor - Streets	49.00
114007	06/28/19	ARIZONA DEPARTMENT OF	12518317	P04117A	04/03/19	INMATE LABOR (117A-3/22/19)	64.00
113999	06/28/19	Vulcan Materials Company	12518322	80580853	06/17/19	A/C Cold Mix for Street REPAIRS	2,875.79
113945	06/28/19	FORKLIFT U Inc.	12518403	9106	06/06/19	Forklift/Rough Terrain Training Course	2,395.00
113742	06/06/19	Day Auto Supply Inc	12536209	773930	05/13/19	3M TAPE FOR SHOP	24.11
113931	06/28/19	Day Auto Supply Inc	12536209	776955	06/24/19	AIR CHUCK & ADAPTER FOR SHOP	14.95
113931	06/28/19	Day Auto Supply Inc	12536209	777098	06/25/19	SHOP TOWELS	50.02

114000	06/28/19	WATER SHED	12536209	400002218	06/06/19	1 Gal disstilled water for Fleet	9.50
113965	06/28/19	Larry O. Garcia Jr.	12536304	REDWNG 00897E	06/16/19	REIMB UNIFORM ALLOWANCE (BOOTS)	73.94
113965	06/28/19	Larry O. Garcia Jr.	12536304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	37.34
113965	06/28/19	Larry O. Garcia Jr.	12536304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	75.58
113793	06/06/19	WEX BANK	12536306	5955177	05/31/19	MAY/19 FUEL - FLEET	66.25
113793	06/06/19	WEX BANK	12536306	5955177	05/31/19	APR INVOICE SHORTAGE	0.01
113742	06/06/19	Day Auto Supply Inc	12536311	774460	05/20/19	RUBBER JACK ADAPTERS FOR SHOP	72.69
113742	06/06/19	Day Auto Supply Inc	12536311	774468	05/20/19	DIE GRINDER WHEELS FOR SHOP	5.22
113742	06/06/19	Day Auto Supply Inc	12536311	775501	06/03/19	JUMP STARTER FOR SHOP	137.59
113809	06/13/19	Day Auto Supply Inc	12536311	775528	06/04/19	GRIP PAINT FOR LIFTS IN SHOP	68.79
113809	06/13/19	Day Auto Supply Inc	12536311	775650	06/05/19	TIRE SPREADER FOR SHOP	117.38
113809	06/13/19	Day Auto Supply Inc	12536311	775902	06/07/19	FREIGHT FOR TIRE SPREADER	3.58
113742	06/06/19	Day Auto Supply Inc	12536314	774058	05/14/19	CaBLE TIES FOR SHOP	2.70
113742	06/06/19	Day Auto Supply Inc	12536314	775280	05/31/19	SUPER GLUE FOR SHOP0	0.98
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	12536314	242637	06/10/19	LAG BOLTS FOR SHOP	2.82
113931	06/28/19	Day Auto Supply Inc	12536314	776374	06/24/19	WHEEL WEIGHTS FOR FLEET	8.02
113931	06/28/19	Day Auto Supply Inc	12536314	776993	06/24/19	MOLY GREASE TUBES	15.69
113931	06/28/19	Day Auto Supply Inc	12536314	777023	06/24/19	1/2 IN RATCHET FOR SHOP	28.92
113989	06/28/19	SECRETARY OF STATE	12581217	8172019	06/17/19	NOTARY APPLICATION - S JONAS	43.00
113898	06/21/19	Regional Pavement Maintenance of Az Inc	12581507	1	05/30/19	CIP T-60 1ST STREET PAVEMENT PROJECT	427,672.19

Total 466,874.75

Debt Service Fund

113877	06/21/19	CPE Revocable Trust of 2003	15112000	JUL 1/2019	06/06/19	PREPAID DEBT SERVICE-Giles Property	69,747.65
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Water Fund

113747	06/06/19	2ND TEMP	51219000	10300752	06/05/19	Water Deposit Refund	75.11
113757	06/06/19	2ND TEMP	51219000	110802	05/25/19	Water Deposit Refund	20.55
113757	06/07/19	2ND TEMP	51219000	110802	05/25/19	Water Deposit Refund	20.55
113762	06/06/19	2ND TEMP	51219000	405715	06/05/19	Water Deposit Refund	129.07
113777	06/06/19	2ND TEMP	51219000	10605406	06/04/19	Water Deposit Refund	77.38
113823	06/13/19	2ND TEMP	51219000	110802	05/25/19	Water Deposit Refund	20.55
113823	06/13/19	2ND TEMP	51219000	110802	05/25/19	Water Deposit Refund	20.55
113828	06/13/19	2ND TEMP	51219000	10900801	06/07/19	Water Deposit Refund	93.88
113854	06/13/19	2ND TEMP	51219000	10220910	06/07/19	Water Deposit Refund	109.59
113856	06/14/19	2ND TEMP	51219000	110802.1	05/28/19	Water Deposit Refund	20.55
113858	06/13/19	2ND TEMP	51219000	110802.1	05/28/19	Water Deposit Refund	20.55
113858	06/14/19	2ND TEMP	51219000	110802.1	05/28/19	Water Deposit Refund	20.55
113860	06/21/19	2ND TEMP	51219000	431612	06/19/19	Water Deposit Refund	80.69
113927	06/28/19	2ND TEMP	51219000	215017	06/26/19	Water Deposit Refund	57.27

113960	06/28/19	2ND TEMP	51219000	11000931	06/26/19	Water Deposit Refund	89.51
113960	06/28/19	2ND TEMP	51219000	11000931	06/26/19	Water Deposit Refund	89.51
113966	06/28/19	2ND TEMP	51219000	10603528	06/26/19	Water Deposit Refund	96.04
113975	06/28/19	2ND TEMP	51219000	10121504	06/26/19	Water Deposit Refund	104.85
114012	06/28/19	2ND TEMP	51219000	11000931	06/26/19	Water Deposit Refund-RE-ISSUED	89.51
114009	06/28/19	CENTURYLINK	51574201	19-Jun	06/16/19	868-0246 WATER	166.81
113788	06/06/19	T-MOBILE USA INC.	51574207	MAY/19 GPS	05/31/19	MAY GPS 2019	97.37
113812	06/13/19	EMPIRE SOUTHWEST	51574207	EMGS00139180	06/05/19	1 YR SUBSCRIPTION FOR VISONLINK	120.00
113812	06/13/19	EMPIRE SOUTHWEST	51574207	EMWK2814394	05/28/19	VISIONLINK GPS FOR MINI X	415.06
113924	06/28/19	CASA GRANDE COURIER INC.	51574207	1449	06/11/19	WATER MAY COURIER CONTRACT SERVICES	160.00
113967	06/28/19	Legend Technical Svcs Inc.	51574207	1907960	05/31/19	REGULATORY TESTING - WATER FY 18/19	463.00
113750	06/06/19	GEN-TECH	51574208	183196	05/21/19	Annual Generator Service-WELL #5	1,396.51
113750	06/06/19	GEN-TECH	51574208	183209	05/21/19	Annual Generator Service-WELL 3B	2,357.70
113750	06/06/19	GEN-TECH	51574208	183224	05/22/19	Annual Generator Service--WELL #1	1,378.48
113750	06/06/19	GEN-TECH	51574208	183226	05/22/19	Annual Generator Service-FLORENCE BOOSTER	938.64
113742	06/06/19	Day Auto Supply Inc	51574209	773930	05/13/19	3M TAPE FOR SHOP	4.02
113742	06/06/19	Day Auto Supply Inc	51574209	775184	05/30/19	OIL & FILTER FOR ST-79	4.86
113809	06/13/19	Day Auto Supply Inc	51574209	775828	06/06/19	BEACON LIGHT FOR W-1	510.42
113825	06/13/19	JONES AUTO CENTER	51574209	177850	06/05/19	DOOR HANDLE FOR W-1	29.41
113878	06/21/19	Day Auto Supply Inc	51574209	776142	06/11/19	Oil & filter for W-1	33.08
113878	06/21/19	Day Auto Supply Inc	51574209	776149	06/11/19	AIR FILTER FOR W-1	14.02
113878	06/21/19	Day Auto Supply Inc	51574209	776190	06/12/19	OIL & FILTER FOR W-29	48.64
113931	06/28/19	Day Auto Supply Inc	51574209	776955	06/24/19	AIR CHUCK & ADAPTER FOR SHOP	2.50
113931	06/28/19	Day Auto Supply Inc	51574209	777098	06/25/19	SHOP TOWELS	8.34
113931	06/28/19	Day Auto Supply Inc	51574209	777120	06/25/19	Blue Def for Fleet	17.48
114000	06/28/19	WATER SHED	51574209	400002218	06/06/19	1 Gal disstilled water for Fleet	1.58
113913	06/28/19	American Fire Equipment Sales and	51574211	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	42.25
113913	06/28/19	American Fire Equipment Sales and	51574211	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	60.25
113867	06/21/19	BIA	51574215	MAY/19 VAR	06/05/19	IOWA MTR @ WTR TANK ON HILL	1,935.29
113867	06/21/19	BIA	51574215	MAY/19 VAR	06/05/19	455 HWY 79 WELL 1 W/O RVBTM	2,116.28
113934	06/28/19	DH Pace Company Inc.	51574217	SVC/70458	04/02/19	WATER - PM - DOOR AND GATE REPAIR	422.20
113948	06/28/19	Geuther Electrical LLC	51574217	3499	05/29/19	WELL 4 - SURGE PROTECTOR	1,898.23
114003	06/28/19	WESTLAND RESOURCES INC	51574217	48611005	06/07/19	Water System Design - Phase 1	372.42
114003	06/28/19	WESTLAND RESOURCES INC	51574217	48611005	06/07/19	15% Contingency	990.00
113791	06/06/19	WATER SHED	51574302	400001975	04/29/19	Water and ice for PW-RUGGLES	11.52
113791	06/06/19	WATER SHED	51574302	400002047	05/31/19	Water and ice for PW-RUGGLES	22.62
113791	06/06/19	WATER SHED	51574302	400002101	05/20/19	Water and ice for PW-RUGGLES	13.16
113791	06/06/19	WATER SHED	51574302	400002113	05/20/19	Water and ice for PW-RUGGLES	7.61
113990	06/28/19	SENERGY PETROLEUM	51574302	547074	06/14/19	Generator Fuel - North Water Booster	169.29

113990	06/28/19	SENERGY PETROLEUM	51574302	547074	06/14/19	Generator Fuel - Well 3B	417.77
113990	06/28/19	SENERGY PETROLEUM	51574302	547074	06/14/19	Generator Fuel - Well #5	548.34
113990	06/28/19	SENERGY PETROLEUM	51574302	547074	06/14/19	Generator Fuel - Well #1	994.68
113813	06/13/19	ENEMUEL MURILLO	51574304	90575	06/03/19	BOOT ALLOWANCE 2018-2019 FY - ENEMUEL	185.63
113914	06/28/19	ANTHONY CORDOVA	51574304	458171	06/12/19	UNIFORM PANTS - CORDOVA A	270.00
113914	06/28/19	ANTHONY CORDOVA	51574304	458171	06/12/19	UNIFORM BOOT 2 - CORDOVA A	157.50
113914	06/28/19	ANTHONY CORDOVA	51574304	458171	06/12/19	PER C SALAS APPROVED FULL AMNT	75.00
113923	06/28/19	C-A-L STORES COMPANIES INC.	51574304	2576/22	06/23/19	Uniform Allowance - Billy Martell	436.78
113953	06/28/19	HOLDEN KENT	51574304	7071015-1	06/10/19	Uniform Allowance Boots #2 KH	151.46
113965	06/28/19	Larry O. Garcia Jr.	51574304	REDWNG 00897E	06/16/19	REIMB UNIFORM ALLOWANCE (BOOTS)	20.54
113965	06/28/19	Larry O. Garcia Jr.	51574304	REDWNG 00897E	06/16/19	REIMB UNIFORM ALLOWANCE (BOOTS)	12.32
113965	06/28/19	Larry O. Garcia Jr.	51574304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	6.22
113965	06/28/19	Larry O. Garcia Jr.	51574304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	12.60
113997	06/28/19	Timothy Wainscott	51574304	458169	06/12/19	UNIFORM BOOTS - T WAINSCOTT	86.64
114004	06/28/19	WILLIAM MARTELL	51574304	5824706-1	06/04/18	PANT ALLOWANCE	330.60
113793	06/06/19	WEX BANK	51574306	5955177	05/31/19	MAY/19 FUEL - WATER	989.33
113949	06/28/19	HACH COMPANY	51574310	11444189	04/26/19	DPD Free Chlorine Reagent Dispenser Vials	47.72
113951	06/28/19	HILL BROTHERS CHEMICAL CO.	51574310	50915650	06/14/19	CHLORINE GAS	1,306.55
113742	06/06/19	Day Auto Supply Inc	51574311	774460	05/20/19	RUBBER JACK ADAPTERS FOR SHOP	12.12
113742	06/06/19	Day Auto Supply Inc	51574311	774468	05/20/19	DIE GRINDER WHEELS FOR SHOP	0.86
113742	06/06/19	Day Auto Supply Inc	51574311	775501	06/03/19	JUMP STARTER FOR SHOP	22.93
113809	06/13/19	Day Auto Supply Inc	51574311	775528	06/04/19	GRIP PAINT FOR LIFTS IN SHOP	11.47
113809	06/13/19	Day Auto Supply Inc	51574311	775650	06/05/19	TIRE SPREADER FOR SHOP	19.56
113809	06/13/19	Day Auto Supply Inc	51574311	775902	06/07/19	FREIGHT FOR TIRE SPREADER	0.60
113931	06/28/19	Day Auto Supply Inc	51574311	775684	06/05/19	PRE MIX	130.87
113931	06/28/19	Day Auto Supply Inc	51574311	776959	06/24/19	APPLICATOR	5.12
113742	06/06/19	Day Auto Supply Inc	51574314	774058	05/14/19	CaBLE TIES FOR SHOP	0.45
113742	06/06/19	Day Auto Supply Inc	51574314	775280	05/31/19	SUPER GLUE FOR SHOP	0.16
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	51574314	242637	06/10/19	LAG BOLTS FOR SHOP	0.46
113931	06/28/19	Day Auto Supply Inc	51574314	776374	06/24/19	WHEEL WEIGHTS FOR FLEET	6.14
113931	06/28/19	Day Auto Supply Inc	51574314	776993	06/24/19	MOLY GREASE TUBES	2.60
113931	06/28/19	Day Auto Supply Inc	51574314	777023	06/24/19	1/2 IN RATCHET FOR SHOP	4.82
113815	06/13/19	Ferguson Waterworks	51574320	360467	05/22/19	WATER-BLUE & GREEN PAINT	84.08
113942	06/28/19	Ferguson Waterworks	51574320	138636	05/16/19	FULL BRIM VENTED & SHIELD	280.36
113942	06/28/19	Ferguson Waterworks	51574320	138638	06/11/19	CVR CL2 2TN SURVEY	106.93
113942	06/28/19	Ferguson Waterworks	51574320	348283	01/04/19	MTR COUP W/WIRE HOLE	167.60
113942	06/28/19	Ferguson Waterworks	51574320	360466	06/04/19	BRCH, CIMP BALL CURB / PJ COUP	2,079.36
113942	06/28/19	Ferguson Waterworks	51574320	361243	06/04/19	TS 800 CUTQUIK	1,595.39
113942	06/28/19	Ferguson Waterworks	51574320	362596	06/10/19	SHARPSHOORT SHVL/GSKT	302.33

113942	06/28/19	Ferguson Waterworks	51574320	362704	06/17/19	DI FILL FLG/ FILLER / NUT KIT/ GSKT	249.83
113942	06/28/19	Ferguson Waterworks	51574320	CM028735051	09/06/18	CREDIT	(3,440.09)
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242048	05/02/19	PRE-MIX / MANHOLE	33.70
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242540	06/04/19	AKA BATTERY / ANY POSITION SPRAYER	25.25
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242719	06/14/19	CPLG / CLAY PIPE CPLG / DWV PIPE	69.35
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242720	06/14/19	ROD CAULK GUN/ACRLIC CAULK	12.65
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242746	06/17/19	551 S ORLANDO	111.57
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	51574320	242850	06/24/19	FLEXOGEN HOSE	111.01
113946	06/28/19	FORTILINE INC	51574320	4599867	04/30/19	SDL BRZ/ STRAP / BUSH LEAD / TAPE	424.20
113946	06/28/19	FORTILINE INC	51574320	4627089	05/29/19	MJ REST PVC/GLAND/BOLTED CPLG	1,134.04
113946	06/28/19	FORTILINE INC	51574320	4628298	05/31/19	MJ REST PVC/GLAND/CPLG/STEM	1,803.88
113946	06/28/19	FORTILINE INC	51574320	4650011	06/21/19	PIPING/COUPLING/GLAND	7,314.47
113806	06/13/19	CENTRAL ARIZONA PROJECT	51574406	72117	06/12/19	M&I CONTRACT: WATER SERVICE CHARGE-	4,691.78
113861	06/21/19	Apache Underground & Excavating	51574507	20190501	05/23/19	CIP WU-38 8 WATERLINE EXTENSION"	59,383.59
113861	06/21/19	Apache Underground & Excavating	51574507	20190502	05/23/19	CIP WU-38 PHASE 3A-8 WATERKUBE EXT"	254,340.00
113861	06/21/19	Apache Underground & Excavating	51574507	20190503	05/23/19	CIP WU-38 8 WATERLINE EXTENSION"	42,649.38
113875	06/21/19	COOLIDGE ENGINE & PUMP L.L.C.	51574507	8255	06/06/19	CIP WU-88 WELL 5 PRESERVATION	16,600.00
Total							413,863.80

Wastewater Fund

114009	06/28/19	CENTURLINK	52575201	19-Jun	06/16/19	868-2394 WASTEWATER	57.57
113924	06/28/19	CASA GRANDE COURIER INC.	52575207	1449	06/11/19	SWWTP MAY COURIER CONTRACT	1,262.40
113967	06/28/19	Legend Technical Svcs Inc.	52575207	1907962	05/31/19	REGULATORY TESTING - SOUTH WWTP FY	1,865.00
113750	06/06/19	GEN-TECH	52575208	182967	05/15/19	GENERATOR REPAIR - NWWTP	1,775.57
113750	06/06/19	GEN-TECH	52575208	183217	05/21/19	Annual Generator Service-SWWTP	3,378.23
113750	06/06/19	GEN-TECH	52575208	183230	05/22/19	Annual Generator Service-NWWTP	1,095.51
113817	06/13/19	Geuther Electrical LLC	52575208	3483	05/29/19	SWWTP DECANTER CONTROL	399.81
113742	06/06/19	Day Auto Supply Inc	52575209	773930	05/13/19	3M TAPE FOR SHOP	6.70
113742	06/06/19	Day Auto Supply Inc	52575209	775184	05/30/19	OIL & FILTER FOR ST-79	4.86
113913	06/28/19	American Fire Equipment Sales and	52575209	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	37.75
113931	06/28/19	Day Auto Supply Inc	52575209	776955	06/24/19	AIR CHUCK & ADAPTER FOR SHOP	4.15
113931	06/28/19	Day Auto Supply Inc	52575209	777098	06/25/19	SHOP TOWELS	13.90
114000	06/28/19	WATER SHED	52575209	400002218	06/06/19	1 Gal distilled water for Fleet	2.64
113809	06/13/19	Day Auto Supply Inc	52575211	775758	06/06/19	VALVE STEM FOR WW-23	7.19
113913	06/28/19	American Fire Equipment Sales and	52575211	139764	05/28/19	Fire Extinguisher Services/Equip. for PW Fleet	32.25
113915	06/28/19	APD POWER CENTER INC.	52575211	232318	06/12/19	Blanket: Repairs/Maint. at SWWTP	545.11
113934	06/28/19	DH Pace Company Inc.	52575217	SVC/70457	04/02/19	WWTP - PM - DOOR AND GATE REPAIR	633.30
113941	06/28/19	EUSI LLC	52575217	2711	05/09/19	SWWTP - DOBSON FARMS - MAR & APRL	1,662.00
113941	06/28/19	EUSI LLC	52575217	2711	05/09/19	SWWTP - PERMIT RENEWAL	315.00
113941	06/28/19	EUSI LLC	52575217	2711	05/09/19	SWWTP-OPERATOR OF RECORD-MAR &	4,843.94

113941	06/28/19	EUSI LLC	52575217	2728	06/03/19	SWWT[WASTEWATER OPERATOR OF	2,352.95
113941	06/28/19	EUSI LLC	52575217	2728	06/03/19	SWWTP - DOBSON FARMS	210.00
113941	06/28/19	EUSI LLC	52575217	2728	06/03/19	SWWTP PERMIT RENEWAL	1,242.00
113949	06/28/19	HACH COMPANY	52575217	11491155	06/01/19	BSPAUCAT - SERVICE PARTNERSHIP	1,444.00
113949	06/28/19	HACH COMPANY	52575217	11491156	06/01/19	SERVICE AGREEMENT	755.00
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	190416-19	04/24/19	Hydrovac	5,936.25
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	190506-09	05/25/19	Hydrovac	6,236.25
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19051601	05/28/19	Hydrovac	2,495.00
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19061004	06/10/19	Hydrovac-SWWTP UV BASIN	1,255.00
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19061005	06/10/19	Hydrovac	2,772.50
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19061008	06/10/19	Hydrovac	1,167.50
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19061012	06/10/19	Hydrovac	1,605.00
113982	06/28/19	Pro-Tec Environmental Inc.	52575217	19061017	06/10/19	Hydrovac	905.00
113911	06/28/19	A.C. Sanitation Service LLC	52575230	10130-142	05/14/19	BIO-SOLID HAULING APRIL 2019	22,016.20
113791	06/06/19	WATER SHED	52575302	400002012	05/06/19	Water and ice for PW	9.46
113809	06/13/19	Day Auto Supply Inc	52575302	774767	05/23/19	SOCKET & ADAPTER	28.39
113851	06/13/19	USABlueBook - ACCT 703717	52575302	898808	05/16/19	TNT & AMMONIA TESTS AND DEIONIZED	278.32
113851	06/13/19	USABlueBook - ACCT 703717	52575302	901279	05/20/19	BLUE-WHT TUBE ASSEMBLY	154.78
113866	06/21/19	BEARING-BELT & CHAIN INC.	52575302	1533105	05/30/19	Blanket PO: Misc. Operating Supplies	883.41
113866	06/21/19	BEARING-BELT & CHAIN INC.	52575302	1533105	05/30/19	Blanket PO: Misc. Operating Supplies	2,600.00
113950	06/28/19	Harrington Industrial Plastic	52575302	016B2296	05/31/19	FLOW METER PVC FTG BRASS VLV	237.43
113990	06/28/19	SENERGY PETROLEUM	52575302	547074	06/14/19	Generator Fuel - SWWTP	2,179.49
113992	06/28/19	Siemens Industry Inc.	52575302	5603475989	05/28/19	SIEMANS HYDRORANGER	1,745.27
113998	06/28/19	USABlueBook - ACCT 703717	52575302	50945	06/13/19	WASHER HOSE	177.82
113998	06/28/19	USABlueBook - ACCT 703717	52575302	819391	02/21/19	HACH DEIONIZED WATER	124.09
113998	06/28/19	USABlueBook - ACCT 703717	52575302	823710	02/26/19	KLEENGUARD	195.18
113998	06/28/19	USABlueBook - ACCT 703717	52575302	CM768930	12/21/18	CREDIT - PO #50372	(284.31)
113852	06/13/19	VICTOR GRAJEDA	52575304	457081	06/04/19	Uniform Pant Allowance	33.22
113852	06/13/19	VICTOR GRAJEDA	52575304	457081	06/04/19	Uniform Boot Allowance	175.00
113914	06/28/19	ANTHONY CORDOVA	52575304	458171	06/12/19	UNIFORM PANTS - CORDOVA A	20.20
113914	06/28/19	ANTHONY CORDOVA	52575304	458171	06/12/19	UNIFORM BOOT 2 - CORDOVA A	2.49
113965	06/28/19	Larry O. Garcia Jr.	52575304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	10.37
113965	06/28/19	Larry O. Garcia Jr.	52575304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	21.00
113997	06/28/19	Timothy Wainscott	52575304	458169	06/12/19	UNIFORM BOOTS - T WAINSCOTT	43.32
113793	06/06/19	WEX BANK	52575306	5955177	05/31/19	MAY/19 FUEL - S SEWER	174.64
113848	06/13/19	TFD ENTERPRISES LLC	52575310	4	05/21/19	3600 POUNDS TF 0652 POLYMER	5,338.71
113937	06/28/19	DPC ENTERPRISES L.P.	52575310	272000768-19	06/13/19	FUEL CHARGE FOR PICKING UP GAS	21.84
113951	06/28/19	HILL BROTHERS CHEMICAL CO.	52575310	50915632	05/09/19	SODIUM BISULFITE 40%	739.16
113951	06/28/19	HILL BROTHERS CHEMICAL CO.	52575310	50915807	05/23/19	SODIUM BISULFITE 40%	739.16

113742	06/06/19	Day Auto Supply Inc	52575311	774460	05/20/19	RUBBER JACK ADAPTERS FOR SHOP	20.19
113742	06/06/19	Day Auto Supply Inc	52575311	774468	05/20/19	DIE GRINDER WHEELS FOR SHOP	1.45
113742	06/06/19	Day Auto Supply Inc	52575311	775501	06/03/19	JUMP STARTER FOR SHOP	38.22
113809	06/13/19	Day Auto Supply Inc	52575311	775528	06/04/19	GRIP PAINT FOR LIFTS IN SHOP	19.11
113809	06/13/19	Day Auto Supply Inc	52575311	775650	06/05/19	TIRE SPREADER FOR SHOP	32.61
113809	06/13/19	Day Auto Supply Inc	52575311	775902	06/07/19	FREIGHT FOR TIRE SPREADER	1.00
113742	06/06/19	Day Auto Supply Inc	52575314	774058	05/14/19	CaBLE TIES FOR SHOP	0.75
113742	06/06/19	Day Auto Supply Inc	52575314	775280	05/31/19	SUPER GLUE FOR SHOP	0.27
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52575314	242637	06/10/19	LAG BOLTS FOR SHOP	0.78
113931	06/28/19	Day Auto Supply Inc	52575314	776374	06/24/19	WHEEL WEIGHTS FOR FLEET	1.02
113931	06/28/19	Day Auto Supply Inc	52575314	776993	06/24/19	MOLY GREASE TUBES	4.36
113931	06/28/19	Day Auto Supply Inc	52575314	777023	06/24/19	1/2 IN RATCHET FOR SHOP	8.03
113991	06/28/19	SERRANO A/C and HEATING LLC	52575316	256	06/19/19	Replacement Swamp Cooler for Blower	6,000.00
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52575320	241357	05/23/19	BLANKET: COLLECTIONS REPAIR & MAINT.	275.50
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52575320	242516	06/04/19	BOLTS, NUTS, SCREWS	62.11
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52575320	242532	06/04/19	BLANKET: COLLECTIONS REPAIR & MAINT.	41.86
113819	06/13/19	Hoffman Southwest Corporation-dba	52575320	6800000740	05/24/19	CCCVT SANITARY SEWER	712.00
113911	06/28/19	A.C. Sanitation Service LLC	52575320	10058-110-02	02/28/19	BIO-SOLIDS HAULING FEBRUARY 2019	15,830.98
113911	06/28/19	A.C. Sanitation Service LLC	52575320	10154-104	05/26/19	BIO-SOLID HAULING MAY 2019	3,385.56
113942	06/28/19	Ferguson Waterworks	52575320	138636	05/16/19	FULL BRIM VENTED & SHIELD	140.18
113942	06/28/19	Ferguson Waterworks	52575320	138638	06/11/19	CVR CL2 2TN SURVEY	53.46
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242382	05/24/19	SWWTP-BASE MAGNET / HANDLE MAGNET	26.42
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242629	06/10/19	SWWTP-MIPXTU / MIPXFIP	18.38
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242651	06/11/19	SWWTP-FLEX TAPE	16.36
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242654	06/11/19	SWWTP-UNDER WATER EPOXY	25.88
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242658	06/11/19	SWWTP-WATERWELD PUTTY-EPOXY PUTTY	17.99
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52575320	242883	06/25/19	HOSE	30.71
113952	06/28/19	Hoffman Southwest Corporation-dba	52575320	6800000325	02/08/19	MAIN STREET SEWER TAP	900.00
113807	06/13/19	CENTURYLINK	52576201	MAY/19-B	06/01/19	WATER WORKS	108.62
113788	06/06/19	T-MOBILE USA INC.	52576207	MAY/19 GPS	05/31/19	MAY GPS 2019	55.64
113924	06/28/19	CASA GRANDE COURIER INC.	52576207	1449	06/11/19	NWWTP MAY COURIER CONTRACT SERVICES	315.60
113967	06/28/19	Legend Technical Svcs Inc.	52576207	1907961	05/31/19	REGULATORY TESTING - SOUTH WWTP FY	463.00
113797	06/13/19	Arizona Pneumatic Systems Inc	52576208	D2-134999	05/22/19	40P34 GAUGE OIL	32.17
113797	06/14/19	Arizona Pneumatic Systems Inc	52576208	D2-134999	05/22/19	40P34 GAUGE OIL	32.17
113855	06/14/19	Arizona Pneumatic Systems Inc	52576208	D2-134999	05/22/19	40P34 GAUGE OIL	32.17
113825	06/13/19	JONES AUTO CENTER	52576209	177744	05/30/19	TAILGATE HANDLE FOR WW-26	22.16
113825	06/13/19	JONES AUTO CENTER	52576209	177789	06/03/19	O2-SENSORS FOR WW-26	245.33
113867	06/21/19	BIA	52576215	MAY/19 VAR	06/05/19	HWY 79 WASTE WATER PLANT W/SD OF INS	3,584.40
113941	06/28/19	EUSI LLC	52576217	2711	05/09/19	NWWTP - OPERATOR OF RECORD MAR &	4,843.94

113941	06/28/19	EUSI LLC	52576217	2711	05/09/19	NWWTP - PERMIT RENEWAL	315.00
113941	06/28/19	EUSI LLC	52576217	2728	06/03/19	NWWTP WASTEWATER OPERATOR OF	2,352.95
113941	06/28/19	EUSI LLC	52576217	2728	06/03/19	NWWTP PERMIT RENEWAL	1,242.00
113791	06/06/19	WATER SHED	52576302	400002012	05/06/19	Water and ice for PW-SWWTP	9.46
113836	06/13/19	nsilab Solutions	52576302	52576302	05/21/19	PH SAMPLE & RESIDUAL CHLORINE	133.00
113866	06/21/19	BEARING-BELT & CHAIN INC.	52576302	1533105	05/30/19	for WWTP's	712.26
113866	06/21/19	BEARING-BELT & CHAIN INC.	52576302	1533105	05/30/19	NORTH CHAINS	99.47
113990	06/28/19	SENERGY PETROLEUM	52576302	547074	06/14/19	Generator Fuel - NWWTP	34.71
113852	06/13/19	VICTOR GRAJEDA	52576304	457081	06/04/19	Uniform Allowance - V. GRAJEDA OVER PO AMT	8.37
113922	06/28/19	BRETT HILTON	52576304	16562372	06/14/19	Uniform Pants Allowance	150.00
113922	06/28/19	BRETT HILTON	52576304	16562372	06/14/19	Uniform Boot Allowance	32.19
113997	06/28/19	Timothy Wainscott	52576304	458169	06/12/19	UNIFORM BOOTS - T WAINSCOTT	43.31
113793	06/06/19	WEX BANK	52576306	5955177	05/31/19	MAY/19 FUEL - N SEWER	374.68
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52576320	242404	05/28/19	WIRE CONNECTOR/CONDUIT	4.34
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	52576320	242578	06/06/19	SINGLE CUT KEY	5.29
113942	06/28/19	Ferguson Waterworks	52576320	138636	05/16/19	FULL BRIM VENTED & SHIELD	140.18
113942	06/28/19	Ferguson Waterworks	52576320	138638	06/11/19	CVR CL2 2TN SURVEY	53.47
113942	06/28/19	Ferguson Waterworks	52576320	352721	02/15/19	1 1/4 PVC S 80	290.41
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52576320	242753	06/18/19	NWWTP - NEVERLINK HOSE/NOZZLE	67.77
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52576320	242840	06/22/19	HTH LIQUID CHLORINE	10.55
113944	06/28/19	FLORENCE TRUE VALUE HARDWARE	52576320	242847	06/24/19	MD TANKER SPRAYER - LIQUID CHLORINE	28.22
113917	06/28/19	AQUATIC ENVIRONMENTAL	52576326 IN46001		05/17/19	REGAL GAS CHLORINE SYSTEM MODEL 216	3,386.91
114002	06/28/19	Western Environmental Equipment Co.	52576507 W5710		02/01/19	REMAINDER OF PAYMENT RELEASE CIP SU-	42,860.00
113988	06/28/19	SCHOLZ CONTRACTING LLC	52581507	2	05/31/19	CIP SU-20 RECHARGE FACILITY/PERMITTING	44,643.60
Total							218,382.49

Sanitation

113749	06/06/19	2ND TEMP	53219000	715311	06/03/19	Refund Sanitation Deposit	51.00
113751	06/06/19	2ND TEMP	53219000	700543	06/06/19	Refund Sanitation Deposit	51.00
113758	06/06/19	2ND TEMP	53219000	791301	06/03/19	Refund Sanitation Deposit	33.67
113759	06/06/19	2ND TEMP	53219000	786141	06/03/19	Refund Sanitation Deposit	33.67
113763	06/06/19	2ND TEMP	53219000	735580	06/03/19	Refund Sanitation Deposit	33.67
113768	06/06/19	2ND TEMP	53219000	789360	05/31/19	Refund Sanitation Deposit	33.67
113769	06/06/19	2ND TEMP	53219000	736320	06/03/19	Refund Sanitation Deposit	33.67
113932	06/28/19	2ND TEMP	53219000	736180	06/27/19	Refund Sanitation Deposit	51.00
113963	06/28/19	2ND TEMP	53219000	701932	06/26/19	Refund Sanitation Deposit	33.67
113972	06/28/19	2ND TEMP	53219000	706052	06/27/19	Refund Sanitation Deposit	16.34
113987	06/28/19	2ND TEMP	53219000	794480	06/25/19	Refund Sanitation Deposit	7.67
113800	06/13/19	AZ MUNICIPAL RISK RETENTION-	53571206 40001519-060420		06/04/19	Liability Ins-Excess Policy 2000238-1 10/10-10/19	8,151.00
113788	06/06/19	T-MOBILE USA INC.	53571207 MAY/19 GPS		05/31/19	MAY GPS 2019	27.82

113742	06/06/19	Day Auto Supply Inc	53571209	773930	05/13/19	3M TAPE FOR SHOP	0.67
113931	06/28/19	Day Auto Supply Inc	53571209	776955	06/24/19	AIR CHUCK & ADAPTER FOR SHOP	0.42
113931	06/28/19	Day Auto Supply Inc	53571209	777098	06/25/19	SHOP TOWELS	1.39
114000	06/28/19	WATER SHED	53571209	400002218	06/06/19	1 Gal distilled water for Fleet	0.26
113842	06/13/19	RIGHT AWAY DISPOSAL LLC	53571217	2590453	06/01/19	JUNE RESIDENTIAL BILLING	50,149.13
113842	06/13/19	RIGHT AWAY DISPOSAL LLC	53571217	2596380	06/01/19	JUNE INSTITUTIONAL BILLING	11,161.27
113871	06/21/19	CENTRAL ARIZONA SOLID WASTE INC	53571230	TOF 18.06	07/26/18	JUNE TRANSFER STATION FEES	4,159.88
113965	06/28/19	Larry O. Garcia Jr.	53571304	REDWNG 00897E	06/16/19	REIMB UNIFORM ALLOWANCE (BOOTS)	2.05
113965	06/28/19	Larry O. Garcia Jr.	53571304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	1.04
113965	06/28/19	Larry O. Garcia Jr.	53571304	WALM 03417B	06/16/19	REIMB UNIFORM ALLOWANCE (JEANS)	2.10
113793	06/06/19	WEX BANK	53571306	5955177	05/31/19	MAY/19 FUEL - SANITATION	164.01
113742	06/06/19	Day Auto Supply Inc	53571311	774460	05/20/19	RUBBER JACK ADAPTERS FOR SHOP	2.02
113742	06/06/19	Day Auto Supply Inc	53571311	774468	05/20/19	DIE GRINDER WHEELS FOR SHOP	0.15
113742	06/06/19	Day Auto Supply Inc	53571311	775501	06/03/19	JUMP STARTER FOR SHOP	3.82
113809	06/13/19	Day Auto Supply Inc	53571311	775528	06/04/19	GRIP PAINT FOR LIFTS IN SHOP	1.91
113809	06/13/19	Day Auto Supply Inc	53571311	775650	06/05/19	TIRE SPREADER FOR SHOP	3.26
113809	06/13/19	Day Auto Supply Inc	53571311	775902	06/07/19	FREIGHT FOR TIRE SPREADER	0.10
113742	06/06/19	Day Auto Supply Inc	53571314	774058	05/14/19	CaBLE TIES FOR SHOP	0.07
113742	06/06/19	Day Auto Supply Inc	53571314	775280	05/31/19	SUPER GLUE FOR SHOP	0.03
113816	06/13/19	FLORENCE TRUE VALUE HARDWARE	53571314	242637	06/10/19	LAG BOLTS FOR SHOP	0.08
113931	06/28/19	Day Auto Supply Inc	53571314	776374	06/24/19	WHEEL WEIGHTS FOR FLEET	1.71
113931	06/28/19	Day Auto Supply Inc	53571314	776374	06/24/19	WHEEL WEIGHTS FOR FLEET	0.17
113931	06/28/19	Day Auto Supply Inc	53571314	776993	06/24/19	MOLY GREASE TUBES	0.44
113931	06/28/19	Day Auto Supply Inc	53571314	777023	06/24/19	1/2 IN RATCHET FOR SHOP	0.80

Total 74,214.63

Grants


113974	06/28/19	MHQ OF ARIZONA	238523312	113733	02/19/19	Grant Funded: Radar& Installation on Tahoe &	4,000.00
113767	06/06/19	O'RIELLY CHEVROLET	249522505	176044	06/03/19	New 2019 Chev Tahoe for PD	38,704.44
113901	06/21/19	RV STRIPES & GRAPHICS INC.	249522505	24650	06/13/19	Decals for new PD Tahoe	530.78
113933	06/28/19	DEMCO Inc.	275529314	91430904	06/18/19	Bookmarks, label protectors, kid headphones,	4,368.00
113933	06/28/19	DEMCO Inc.	276529314	91430904	06/18/19	Bookmarks, label protectors, kid headphones,	1,770.00

Total 49,373.22

Streetlight Improvement Districts

113863	06/21/19	ARIZONA PUBLIC SERVICE	300506215	SLIDS MAY/19	06/03/19	SLID 1	2,473.01
113863	06/21/19	ARIZONA PUBLIC SERVICE	301506215	SLIDS MAY/19	06/03/19	SLID 2	2,503.57
113863	06/21/19	ARIZONA PUBLIC SERVICE	302506215	SLIDS MAY/19	06/03/19	SLID 3	2,243.69

Total 7,220.27

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer Community Development Director SUBJECT: Ordinance No. 680-19: Rezoning from Single Family Residential (R1-6) to Highway Business (B-2) for Assessor Parcel Number 202-04-0530		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Ordinance No. 680-19: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE FOR ASSESSOR PARCEL NUMBER 202-04-0530 (PLZ-19-19).

BACKGROUND/DISCUSSION:

The property owners are desirous of establishing zoning on their property that is better suited to the 'business route' designation of Highway 79/South Main Street. There are no existing structures on the parcel.

The Town 2020 General Plan shows Land Use categories as non-site specific, allowing flexibility of underlying zoning. The subject parcel is generally designated as Community Commercial (CC) in the General Plan Figure 2-5. The CC designation is primarily located around intersections of arterial roadways and along the future north-south freeway corridor. The land uses are meant to provide a wide variety of goods and services to the community, enhance local sales tax revenues and buffer traffic noise to prevent it from reaching surrounding neighborhoods. The land use assists with the revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services for commuters, workers and residents.

The public hearing and first reading of Ordinance No. 680-19 was held at the July 15, 2019 Town Council meeting.

Analysis:

The proposed rezoning site consists of one 2.6-acre parcel. It is situated fronting Highway 79B/ South Main Street, also known as Business Loop State Route 79. The lot is currently zoned Single Family Residential (R1-6). The properties immediately adjacent to the subject parcel are zoned as follows:

- North East across Highway 79B – Highway Business Commercial (B-2)
- East across Highway 79B – Multiple Family Residential (MFR)
- South – Pinal County Jurisdiction
- West across Canal Road – Single-Family Residential (R1-6)
- Right-of-Way east parcel is owned by Arizona Department of Transportation (ADOT)



FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan, specifically the Community Commercial (CC) designation.

2. The proposed zoning and development of the site should facilitate ongoing revitalization and redevelopment efforts along South Main Street and Business Loop State Route 79 Corridor.

PUBLIC PARTICIPATION:

A notice for the Planning and Zoning Commission public hearing was mailed to all property owners within 150' of the site. Property posting for notice of public hearings was posted on site and advertisements in the local paper per Town requirements. Under Arizona Revised Statutes, Title 9, Section-462.04 and Town of Florence Development Code, a public hearing is required for a zone change.

A Citizen Participation meeting was held on June 11, 2019 at the Town of Florence Community Development Building located at 224 West 20th Street.

Staff notes that as of this writing, no public comments have been received.

The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

June 20, 2019	Planning and Zoning Public Hearing
July 15, 2019	Town Council Public Hearing and 1 st Reading
August 5, 2019	2 nd Reading and Action

All public hearings were held at Town Hall Council Chambers located at 775 North Main Street, Florence, Arizona 85132.

RECOMMENDATION:

The Planning and Zoning Commission finds that the proposed zone change for APN (202-04-0530) is in compliance with the Town's 2020 General Plan and therefore a favorable recommendation for this zone change to the Town Council, subject to the following conditions:

1. The development of the subject site shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. §12-1134].
3. Any additional conditions deemed necessary by the Town Council.

A VOTE "NO" WOULD MEAN:

Ordinance No. 680-19 would not be adopted and the rezoning request would be denied.

A VOTE “YES” WOULD MEAN:

Ordinance No. 680-19 would be adopted and the rezoning request would be approved.

FINANCIAL IMPACT:

Approval of the rezoning request will broaden the scope of potential sales tax producing uses available to be placed on the property.

ATTACHMENTS:

Ordinance 680-19
Exhibit A

ORDINANCE NO. 680-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE HIGHWAY BUSINESS COMMERCIAL (B-2) ZONE CHANGE FOR ASSESSOR PARCEL NUMBER 202-04-0530 (PLZ-19-19).

WHEREAS, a request to change the existing zoning on the subject properties from Single Family Residential (R1-6) to Highway Business (B-2) has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the zone change is in conformance with the 2020 Town's General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, a favorable recommendation for the zone change, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the zone change has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The Zoning Map of Florence, Arizona is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBIT A attached hereto, from Single Family Residential (R1-6) to Highway Business Commercial (B-2), subject to the following conditions:

1. The development of the subject site, as described in Exhibit A attached, shall be in conformance to any applicable Town Codes and Ordinances.
2. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. §12-1134].
3. Any additional conditions deemed necessary by the Town Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this 5th day of August 2019.

Tara Walter, Mayor

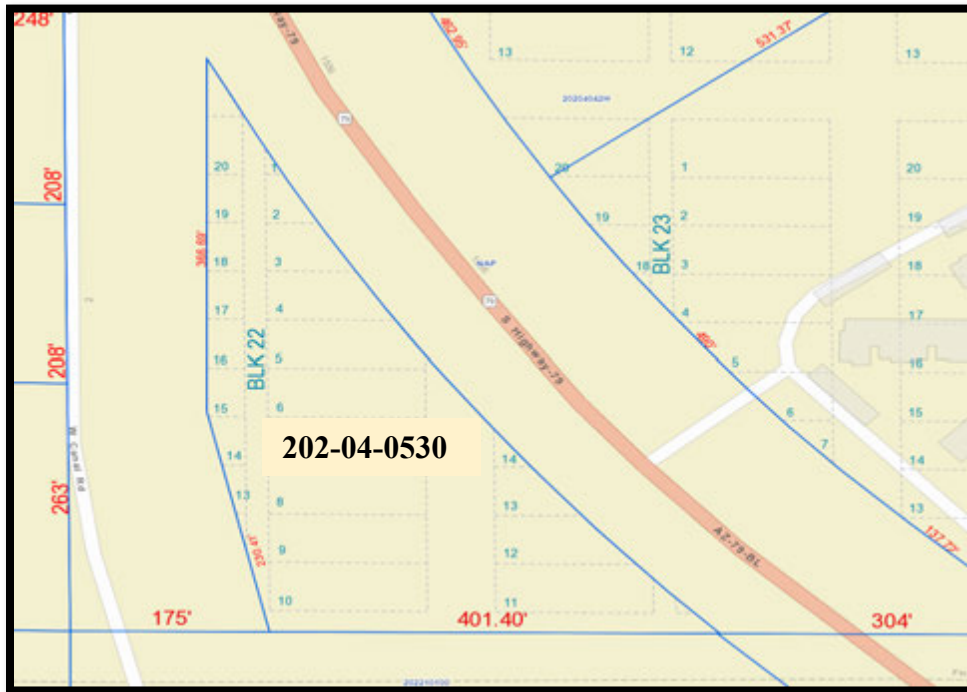
ATTEST:


APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Exhibit "A"
PLZ-19-19 for APN 202-04-0530



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Larry C. Harmer Community Development Director SUBJECT: Ordinance No. 681-19 Caliente Casa Del Sol Units I, II, III, and IV Setback Overlay PZ-19-17		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Second reading and adoption of Ordinance No. 681-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN NON-CONFORMING USES OF PROPERTY WITHIN UNITS I, II, III, & IV OF CALIENTE CASA DEL SOL, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The development known as Caliente Casa Del Sol Units I, II, III, and IV has recognized the need to modify the Town Code §150-068 “Recreational Vehicle Parks and/or Subdivisions” to accommodate recent changes. Community Development staff has been working with the Caliente Casa Del Sol Property Owners Association (CPOA) regarding a request to change setbacks for new units, replacement units, and auxiliary buildings. The changes would apply to Caliente Casa Del Sol Units I, II, III, and IV. Images of the changes are attached to the report.

Caliente Casa Del Sol has existed since about 1971. The original setbacks were not readily enforced and allowed for a one-foot setback from the property line on the livable side and two-foot setback on the carport side from the property line. In 2017, it was brought to the Town’s attention that these setbacks were not code compliant with the 2006 Building Code. The Town responded by placing a five-foot setback on the side of the lots for all new and replacement units. This made it difficult for new construction or development to take place because the updated requirements did not allow enough parking per HOA standards and there was limited accessibility for new models.



ANALYSIS:

In 2018, several issues were brought to the attention of the Town Council. Staff contacted other municipalities and researched best practices for similar communities with the same problem. Building Safety staff, along with representatives of the Fire Department, met with residents and Board members of Caliente Casa Del Sol. The Building Code allows for modifications to the setbacks if health, life safety and fire, accessibility, and structural requirements were all met. Three requirements were made by the Town:

- Propane and gas are to be removed from all new and replaced Park Model units
- Replacement Park Model units have an age requirement of no older than five years
- All new and replaced Park Model units have carbon monoxide detectors

Town Staff went to Town Council twice with the issue and the proposal. Staff went to the Caliente Casa Del Sol's Board meeting for the final approval from the residents, Town, and Staff. A final condition of the amendment was that only new park model sets must have a five-foot rear setback to accommodate existing utilities easements. The new standards have been ratified by the CPOA earlier in 2019.

Public Hearing and first reading were held on July 15, 2019.

FINDINGS:

Staff and the Planning and Zoning Commission offers the following findings for the consideration of the Town Council:

1. The proposed amendments are consistent with the needs of the community and the Town.
2. The proposed amendments of the site should facilitate ongoing development and replacement efforts of the local residents.

PUBLIC PARTICIPATION:

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning and Zoning Commission Public Hearing was advertised in the local Town paper and posted at the Town's posting location. Meetings and public outreach for these proposed amendments are as follows:

The CPOA held a meeting in February 2019 at the Caliente Casa Del Sol Club House to approve the amendment to the Declaration of Restrictions.

The tentative Planning and Zoning Commission/Town Council meeting schedule for this application is as follows:

June 20, 2019	Planning and Zoning Public Hearing
July 15, 2019	Town Council Public Hearing and 1 st Reading
August 5, 2019	Town Council 2 nd Reading/Action

All public hearings will be held at Town Hall Council Chambers – 775 North Main Street, Florence, Arizona 85132.

RECOMMENDATION:

Staff and the Planning and Zoning Commission finds that the proposed amendment for Caliente Casa Del Sol Unit I, II, II, IV is in compliance with the Town's Development Code and other applicable codes; therefore, the Town Council consider a favorable recommendation for this amendment subject to the following conditions:

1. Any additional conditions deemed necessary by the Town Council.

A "NO" VOTE WOULD MEAN:

The Setback Overlay would not be approved, and the Building Code setbacks and separations would be in effect.

A “YES” VOTE WOULD MEAN:

The Setback Overlay would be approved and would affect all future new and replacement Park Model units.

FINANCIAL IMPACT:

Approval of the Setback Overlay will facilitate to placement and replacement of Park Model units in Caliente Del Sol. This will have limited or no financial impact on the Town.

ATTACHMENTS:

Ordinance No. 681-19
Exhibit A

ORDINANCE NO. 681-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING CERTAIN NON-CONFORMING USES OF PROPERTY WITHIN UNITS I, II, III, & IV OF CALIENTE CASA DEL SOL, AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Florence has, by Ordinance, adopted a certain document entitled "Recreational Vehicle Parks and/or Subdivisions" as part of the Town of Florence Development Code §150-068; and

WHEREAS, the development known as Caliente Casa Del Sol Units I, II, III, and IV has recognized the need to modify §150-068 specific to setbacks and age restrictions of park model units in an effort to accommodate upgrades to individual parcels and the recreational vehicle park, as a whole; and

WHEREAS, a request to change the existing setbacks and individual park model unit age requirements has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found this change is in conformance with the intent of the 2020 General Plan and the Town of Florence Development Code; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence a favorable recommendation for the Setback Change; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence and the recommended Setback Change and age-limit on replacement and new park model unit installations has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The following conditions shall be allowed, and shall be unique to Caliente Casa Del Sol Units I, II, III, and IV:

- a) The Front Setback shall be two (2) feet (which is back-of-sidewalk) from property line.
- b) The Rear Setback shall be five (5) feet from property line.

- c) The Side Yard Setback for new interior Park Models, or other fixed Recreational Vehicle units, shall be three (3) feet; and two (2) feet for street side yard (which is back-of-sidewalk).
- d) Any new or replacement Park Model Unit shall be no more than five years in age from the date of original construction.
- e) Propane and gas are to be removed from all new and replacement Park Model units
- f) All new and replacement Park Model units have carbon monoxide detectors.

All other/new buildings, structures, sites and uses shall comply with the Town of Florence Development Code §150-068, "Recreational Vehicle Parks and/or Subdivisions", as existing on this date, or as may be amended or replaced.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this 5th day of August 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

EFFECTIVE 10/01/2018

Must be permitted by both Caliente and the Town of Florence. No unit can be placed larger than 400 sq. ft. Unit must be totally electric, and less than 5 years in age. Unit measurement is outside end to end. It must be secured with approved tie-down.

Any unit that is added must conform with the following setbacks, no closer than 3' from side property lines, except when placed on a corner lot with the roadway on its right, then the right setback can be no closer than 2' from the property line. It cannot infringe on the utility setback or the corner radius.

Placement of new unit

41' lot (maximum length 34')

42' lot (maximum length 35')

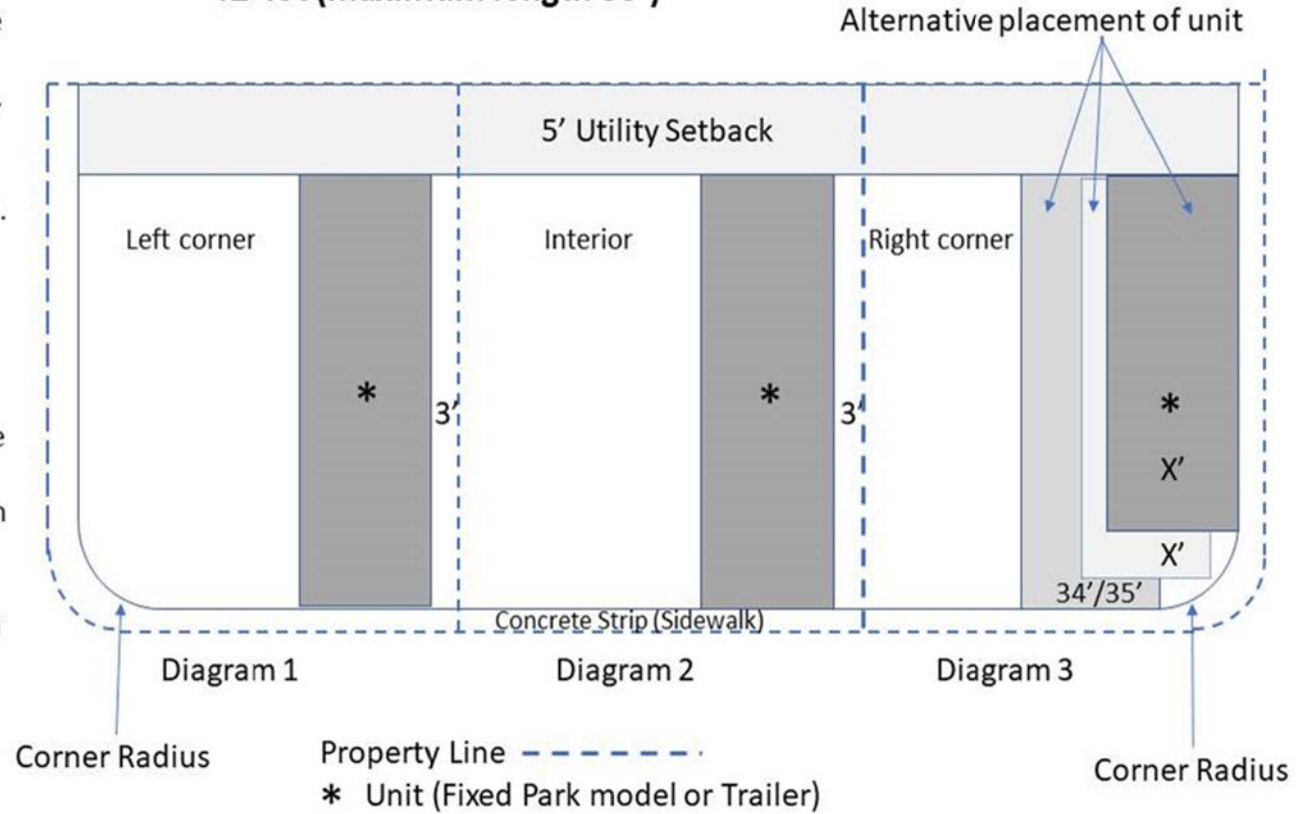


Exhibit A

EFFECTIVE 10/01/2018

Must be permitted by both Caliente and the Town of Florence. No unit can be placed larger than 400 sq ft. Unit must be totally electric, and less than 5 years in age. Unit measurement is outside end to end. It must be secured with approved tie-down.

* Any replacement unit must conform with the following setbacks, no closer than 1' from the right side property line or the current setback of the unit being replaced, whichever is the greater. If placed on a corner lot with the roadway on its right, then the right setback can be no closer than 2' from the property line. It cannot infringe on utility setback or the corner radius.

Replacement of old unit
41' lot (maximum length 34')
42' lot (maximum length 35')

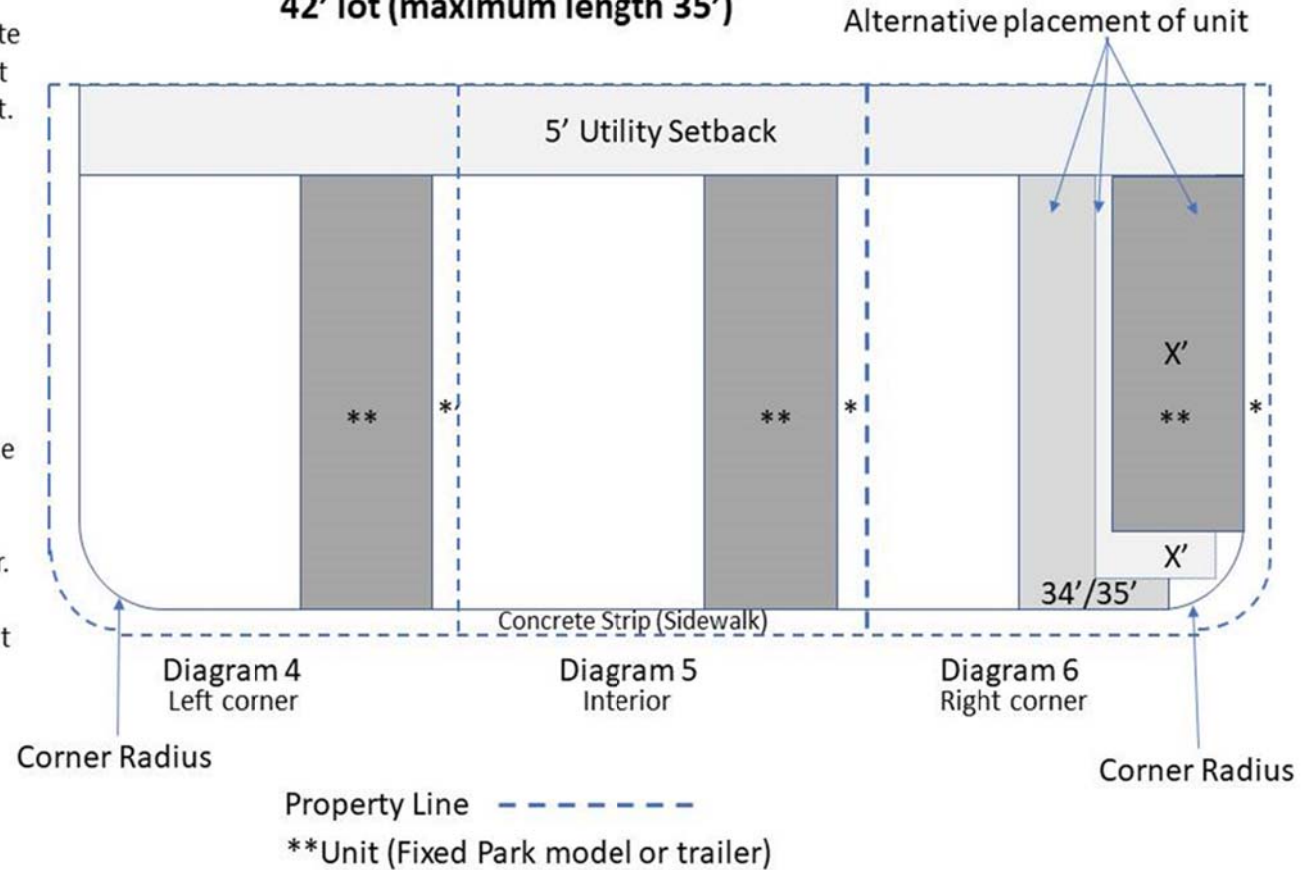


Exhibit A

EFFECTIVE 10/01/2018

Placement of auxiliary buildings

Auxiliary buildings include sheds, additions to the main living unit and Arizona rooms. Auxiliary buildings have a left setback of 3' on internal and right corner lots and 2' on left corner lots. All lots will at least have a setback of 5' from the rear property line and 2' for the front property line.

On each lot there must be a 18' deep and 9' wide mandatory parking area starting at inside of the concrete strip, this area may not contain any structure or violate the concrete strip. If the lot is a corner lot with a street on left the parking area can be dedicated three ways as shown in diagram 7

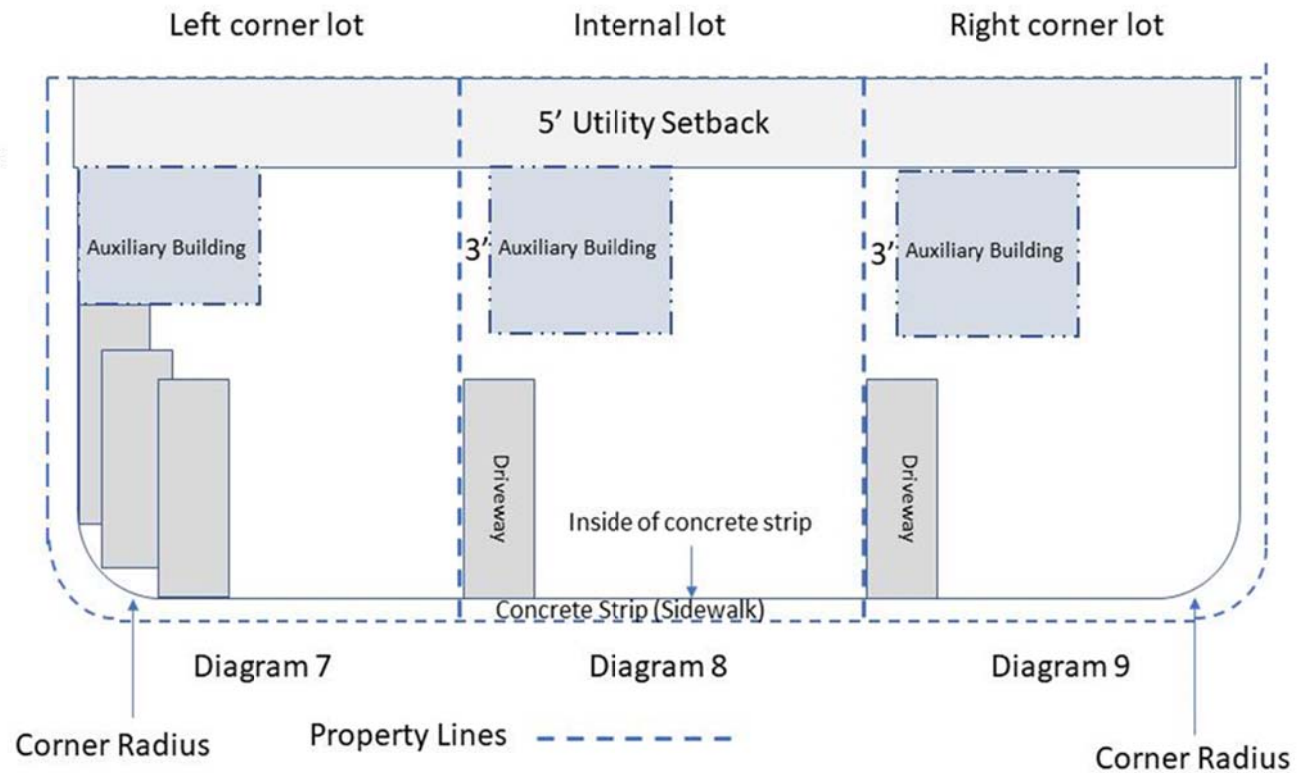



Exhibit A

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: August 5, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Acceptance of Hanna Earl's and Grace Diorio's resignations from the Florence Youth Commission		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Accept Hanna Earl's and Grace Diorio's resignations from the Florence Youth Commission.

BACKGROUND/DISCUSSION:

Hanna Earl and Grace Diorio both resigned from the Florence Youth Commission citing personal reasons.

Town staff will immediately begin a recruitment to fill the vacant positions on the commission.

The joint session with the Town Council and Florence Youth Commission will be postponed to a future date

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

Minimal cost for advertisement in the local newspaper.

ATTACHMENTS:

Resignation Emails
Contact List

John Nixon

From: Misty <hannaearl@gmail.com>
Sent: Tuesday, July 23, 2019 1:49 PM
To: John Nixon
Subject: Youth Commission

Dear John Nixon,

It has been a great honor to be a part of your Youth Commission,
But I feel I need to inform you that I must retire my position because I do not feel comfortable,
Not in a bad way. I just don't feel like I am getting the best experience out of it, and I'm not giving it my best
either. I highly enjoyed the time I spent with the Youth Commission, but I wish to not continue something I don't
enjoy.

I will be attending tonight's meeting as my last meeting.

Respectfully yours, Hanna Earl.

John Nixon

From: Grace Diorio <graceadiorio@gmail.com>
Sent: Tuesday, July 23, 2019 1:51 PM
To: John Nixon
Subject: Youth commission

Hello John I wanted to talk to you about my position in the youth commission. I also wanted to talk to you about some things that has came up this past few months. I have been dealing with things with peers at school actions that thoes people have done to put me in a bad place in life. I will touch and talk about what happened because people should know but I sadly won't be able to continue youth commission. I am not even attending Florence high school. I'm moving back to Colorado to attend my other school for my senior year. I will explain more when I see you tonight. I'm sorry and if you need a one on one talk I will be more then happy to talk but I hope tonight I can take a minute to explain everything and take at least 3 minutes to talk. I'm talking to David and koko tomorrow

Thank you so much for everything.

-Grace(Kadin) Diorio

--



Florence Youth Commission

(2 Year Term)

Regular meetings of the Florence Youth Commission will be held once a month at a day and time determined by its members.

Community Center, Ruggles #1 Room - 778 N. Main Street, Florence AZ
5 members

Cara Roberts

685 S. Orlando
Florence AZ 85132
Cell: 520-280-2491
cararoberts19@gmail.com
Appointed: 2/4/2019
Expires: 10/31/2020

Dolores Vasquez

23904 E. Cholla Rd.
Florence AZ 85132
Home: 602-809-0897
Cell: 520-635-7105
lolitadvq@gmail.com
Appointed: 2/4/2019
Expires: 10/31/2020

Vacant

Appointed:
Expires: 10/31/2019

Vacant

Appointed:
Expires: 10/31/2019

Jayden McMillin

325 Elizabeth Street
Florence AZ 85132
jjmcmillin@gmail.com
***was alternate from 2/4/19 to 5/5/19*
Cell: 520-431-7514
Appointed: 5/6/19
Expires: 12/31/2020

Alternate - Vacant


Council Liaison:

Kristen Larsen

7322 W. Pleasant Oak Way
Florence, AZ 85132
Cell: (605) 376-2048
Kristen.R.Larsen@gmail.com

Staff Liaison:

John Nixon
778 N. Main Street
Florence AZ 85132
Office: 520-868-7699
john.nixon@florenceaz.gov

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: August 5, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, Public Works Director/ Town Engineer SUBJECT: Fortiline, Inc. contract to provide parts for water and wastewater projects		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to contract with Fortiline, Inc., through the City of Phoenix Contract Solicitation # IFB 15-158 Contract # 4701004826 Water Elbows, Fitting, Pipe, Shafts, Flanges, Etc. (Expires 6.30.2020), to provide parts for water and wastewater projects, from July 1, 2019 through June 30, 2020, in an amount not to exceed \$250,000.

BACKGROUND/DISCUSSION:

Staff is requesting authorization to enter into a contract with Fortiline Inc., through the cooperative contract with the City of Phoenix, to provide parts for waterline and wastewater projects such as stock parts for any repairs for system leaks, emergency repairs, improvements of waterline and wastewater line systems as well as any new projects that arise.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the much-needed purchase of waterline and wastewater line parts for repairs and maintenance.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker repairs for system leaks, emergency repairs and improvements of waterline and wastewater line systems.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$250,000.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or more (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- 01 City of Phoenix – Contract Solicitation # IFB 15-158
- 02 City of Phoenix Contract # 4701004826
- 03 Approved Bid Tabulation for Blanket Purchase Order
- 04 Town of Florence Cooperative Cover Contract w/ Exhibit 1



141069--0

CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 15-158 (CG)

**WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS,
REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND
MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT**

CONTACT PERSON
Chuck Garvey
Senior Buyer
602-261-8668
chuck.garvey@phoenix.gov



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CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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- Vendor Management Registration
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- Obtaining a Copy of the Solicitation and Addenda
- Preparation of Bid
- Addenda
- Licenses
- Certification
- Submission of Bid
- Withdrawal of Offer
- Bid Results
- Award of Contract
- City's Right to Disqualify for Conflict of Interest
- Offeror's Compliance with Health, Environmental and Safety Requirements
- Solicitation Transparency Policy
- Protest and Appeals Process

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SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. INTRODUCTION

The City of Phoenix invites sealed bids for **WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS** for a one-year period commencing on or about day after City Council approval, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

659-06	Adapters
659-16	Bands
659-17	Bends
659-24	Bushings
659-27	Caps
659-30	Connectors
659-33	Couplings
659-36	Crosses, Crossovers, Curves
659-39	Elbows, Miscellaneous
659-40	Elbows, Steel
659-41	Elbows (Other than Steel)
659-42	Ells
659-43	Extensions, Pipe
659-44	Ferrules, Flanges, Glands
659-47	Hubs, Increases, Inserts, Joints
659-50	Laterals, Nipples
659-51	Lining, Pipe (Cement, Epoxy, etc.)
659-54	Offsets, Plugs, Pipe Rests
659-65	Reducers
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659-78	Tubing Fittings (Brass, Bronze, and Copper)
659-79	Tubing Fittings (Plastic, PVC)
659-80	Tubing Fittings (Stainless Steel)
659-81	Tubing Fittings (Steel)
659-83	Tees, Compression, Miscellaneous
659-84	Tees, Steel



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

659-85	Tees (Other Than Steel)
659-87	Unions
659-90	Veels (V)
659-94	Wyes (Y)
659-96	Recycled Pipe and Tubing Fittings
659-97	Pipe Fittings, Misc. (Not Otherwise Classified)
658-81	Pipe, Threaded
658-82	Pipe, Steel, Wrought
658-83	Pipe, Tin
658-84	Pipe, Titanium
658-86	Pipe, Unthreaded
658-87	Pipe, Zinc
658-88	Tubing, Brass, Bronze, and Copper (See 570-91 for Structural Tubing)
658-89	Tubing: Ferrous and Non-Ferrous Alloy
658-90	Tubing: Iron, Lead, Magnesium
658-91	Tubing, Plastic and PVC
658-93	Tubing: Tin, Titanium, Zinc
658-94	Tubing, Stainless Steel (See 570-91 for Structural Tubing)
658-95	Tubing, Steel
658-96	Recycled Pipe and Tubing
658-97	Tubing (Not Otherwise Classified)
658-04	Pipe, Alloy Steel, Chrom-Moly, Stainless
658-05	Pipe, Aluminum
658-09	Pipe, Asbestos-Cement
658-18	Pipe, Bituminized Fiber
658-19	Pipe, Bonded (All Types)
658-22	Pipe, Brass
658-24	Pipe, Bronze
658-28	Pipe, Cast Iron
658-30	Pipe, Chrome
658-31	Pipe, Clay (Terra Cotta)
658-34	Pipe, Concrete
658-35	Pipe, Copper
658-40	Pipe, Ferrous Alloy
658-41	Pipe, Fiberglass
658-46	Pipe, Iron (Includes Ductile Iron Pipe)



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658-50	Pipe, Lead
658-52	Pipe, Magnesium
658-54	Pipe, Non-Ferrous Alloy
658-56	Pipe, Plastic (Includes. Fiber Reinforced Plastic Pipe, Polybutylene Pipe)
658-58	Pipe, Polyethylene
658-60	Pipe, PVC (Polyvinyl Chloride)
658-68	Pipe, Rubber
658-74	Pipe, Soil
658-77	Pipe, Stainless Steel
658-80	Pipe, Steel

3. VENDOR SELF REGISTRATION

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at <http://bizopps.phoenix.gov>. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business day following award notice.

4. SCHEDULE OF EVENTS

Bid Due Date: March 27, 2015 at 2:00 p.m.
Local Arizona Time

Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and any/all associated from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

6. PREPARATION OF BID

6.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.



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Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

- 6.2 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.
- 6.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.
- 6.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 6.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

7. ADDENDA



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The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

8. LICENSES

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

9. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

10. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.



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A preliminary bid tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.



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- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

16. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for **WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS**, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through **Chuck Garvey**, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;



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- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state



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and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- "EPA" Environmental Protection Agency
- "FIFRA" Federal Insecticide, Fungicide and Rodenticide Act
- "FIS" Federal Inspection Services.
- "Manufacturer" A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
- "Offer" Means bid or quotation.
- "Regular Dealer" A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- "Solicitation" Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
- "Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.
- "Vendor" A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
 - A. Special terms and conditions



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- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid

- 2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7 PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



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If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill,



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effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.



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At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.11 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.14 STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

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- 4.1 **PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
- 4.2 **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.
5. **CONTRACT CHANGES**
- 5.1 **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written



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permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1 TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

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



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- 6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and



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workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS



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- 8.1 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 **DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.



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8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.



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- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



SECTION III – SPECIAL TERMS AND CONDITIONS

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1. **FOB POINT**
Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Water Facilities locations and other public agencies within Maricopa County.
2. **PRICE**
All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB15-158, City of Phoenix, Finance Procurement, 251 West Washington Street, 8th Floor, Phoenix AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.
3. **TAX EXEMPTION**
Pursuant to A.R.S. § 42-5061 and Phoenix City Code § 14-110, pipes or valves four inches in diameter or larger used to transport oil, natural gas, artificial gas, water or coal slurry, including compressor units, regulators, machinery and equipment, fittings, seals and any other part that is used in operating the pipes or valves are exempt from the imposition of sales or use tax.
4. **PALLET CHARGE**
All pallets supplied shall be non-refundable, no deposit.
5. **CONTRACT AWARD**
The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.
6. **METHOD OF ORDERING (CONTRACT ORDER RELEASE)**
Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.
7. **METHOD OF INVOICING**
Invoice must include the following:
 - A. City purchase order number, requisition number, or contract agreement number.
 - B. Items listed individually by the written description and part number.
 - C. Unit price, extended and totaled.
 - D. Quantity ordered, back ordered, and shipped.
 - E. Applicable tax.
 - F. Invoice number and date.
 - G. Requesting department name and "ship-to" address.
 - H. Payment terms.



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I. FOB terms.

8. **METHOD OF PAYMENT (CONTRACT ORDER RELEASE)**

Payment to be made from Contractor's invoice, a copy of the signed delivery slip, submitted to cover items received and accepted against the contract order release. Invoices must contain the COR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.

9. **HANDLING OF PHOTOGRAPHS**

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. As a result of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

10. **EMPLOYEE AND BUILDING ACCESS**

All Contractor's personnel are to be in uniform and/or wearing identification badges that bear the employee's name and company name/logo. All personnel must be cleared by the facility security personnel prior to starting work. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building shall be directed by the City's authorized representative. Contractor's service personnel shall sign in at the security desk when arriving to service a facility and sign out when leaving.

Access to designated restricted areas is forbidden by Contractor's employees. Restricted areas are to be designated by the City's representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employee are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee and cleared to be on site.

11. **PARTIAL PAYMENTS**

Partial payments are authorized on individual written contract order release number issued. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

12. **OPTION TO EXTEND**

The City may, at its option and with approval of the Contractor, extend the period of this contract up to four (4) additional year(s), in increments of up to one year.

13. **LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the



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contract that is subject to penalties up to and including termination of the contract.

- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

14. **SPECIFICATIONS**

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

15. **COOPERATIVE AGREEMENT**

In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

16. **INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s); and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the **Water Services** the basic unit meets the general intent of these specifications.

The complete equipment/material bid shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the offeror(s) shall so notify the City prior to the bid opening date.



SECTION IV - SCOPE OF WORK

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1. SCOPE

For the supply of the following industrial water pipe and miscellaneous fittings on an "as needed" basis during a one-year contract period beginning on or about one day after City Council approval, in accordance with the specifications and provisions contained herein.

- GROUP I - ELBOWS
- GROUP II - ELBOWS COMPRESSION
- GROUP III - COUPLINGS, STRAIGHT
- GROUP IV - FLEXIBLE COUPLINGS
- GROUP V - WATER METER COUPLINGS, FLANGES, AND STOPS
- GROUP VI - CORPORATION STOPS
- GROUP VII - CURB STOPS
- GROUP VIII - GATE VALVES
- GROUP IX - CONVERSION ASSEMBLIES
- GROUP X - COUPLINGS - CALDER
- GROUP XI - SADDLE TEE
- GROUP XII - REPAIR CLAMPS
- GROUP XIII - TAPPED REPAIR CLAMPS
- GROUP XIV - FULL CIRCLE CLAMPS
- GROUP XV - STRAIGHT SMOOTH COUPLINGS
- GROUP XVI - RESETTERS
- GROUP XVII - MISCELLANEOUS FITTINGS
- GROUP XVIII - PIPE
- GROUP XIX - COLUMN PIPE
- GROUP XX - TUBE AND SHAFT
- GROUP XXI - PUMP COLUMN COUPLING
- GROUP XXII - FLANGES
- GROUP XXIII - NIPPLES
- GROUP XXIV - STEEL COUPLINGS
- GROUP XXV - BUSHINGS
- GROUP XXVI - REDUCERS
- GROUP XXVII - STEEL PIPE

2. TECHNICAL REQUIREMENTS

Service line valves and fittings shall comply with AWWA Specification C800 (ASTM B-62) for metal content. Bidder shall submit manufacturer's certification with their bid certifying compliance with the 85-5-5-5 brass allow specification.

The manufacturer and/or supplier are required to provide fittings that are manufactured in compliance with all applicable EPA, ADEQ, Maricopa County, and local requirements impacting the treatment and delivery of potable drinking water

CURB STOPS

Curb stops should have an all bronze body, tee head and stem. Stops shall be full flow and non-leaking in either direction. Stops shall not contain lubricated plugs, external stem nuts, nor metal to metal contact between the plug or ball and the stop body. The curb stops shall be checkless.

COPPER PIPE

Copper pipe shall comply with all the requirements of ASTM B-88, Type K.



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STEEL COUPLING

Steel couplings for steel standard pipe. All couplings to be less stops; bolts are to be electro-galvanized; couplings assembled only. Smith-Blair #411 or acceptable alternate. Sizes 1/2 through 2-inch.

CAST IRON COUPLING

Cast iron couplings for cast iron pipe and asbestos cement pipe. Couplings shall be straight couplings with standard sleeve lengths. Sleeve shall be gray iron ASTM-126 Class B. Ends to have a smooth inside taper or uniform gasket seating. Followers shall be malleable iron ASTM-A-47 grade 32510 or ductile iron ASTM-A-536. Gaskets shall be grade 30-standard specifically compounded rubber of all new materials. Bolts and nuts to be high strength low alloy steel with heavy, semi-finished hexagon nuts to AWWA C111 (ANSI A21.11) Standards. Smith-Blair #441 or acceptable alternate.

REPAIR CLAMPS

Bands must be stainless steel Type 304. Lugs to be malleable iron per ASTM A-47 Grade 32510 or ductile iron per ASTM 536. Bolts and nuts to be included shall be carbon steel ASTM A-307 electrogalvanized with di-chromate seal. Smith-Blair #245 or acceptable alternate.

FULL CIRCLE CLAMP COUPLINGS WITH SINGLE BAND

Bands to be stainless steel Type 304. Gasket to be a lap type with molded tapered ends. No finger or interlocking type gaskets acceptable. Bolts and nuts to be included shall be high strength low alloy steel with heavy semi-finished hexagon nuts to AWWA C111 (ANSI-A21.11) standards. Smith Blair #226 or acceptable alternate.

FULL CIRCLE CLAMPS WITH DOUBLE BANDS

Bands to be stainless steel Type 304. Gasket to be a lap type with molded tapered ends. No finger or interlocking type gaskets acceptable. Bolts and nuts to be included shall be high strength low alloy steel with heavy semi-finished hexagon nuts to AWWA C111(ANSI-A21.11) standards. Smith Blair #227 or acceptable alternate

TAPPED REPAIR CLAMP

Clamp shall be constructed of (18-8) Type 304 stainless steel. A stainless steel tapping boss shall be permanently welded to the stainless steel band and fully passivated. Clamps shall have a full width gasket with tapered overlapping sealing surface and shall be a minimum .25 inch thick. Bolts, nuts, and washers, are to be included, and shall be 304 Type stainless steel. AWWA (CC) thread shall be supplied for 3/4 and 1-inch tapped outlets. National Pipe Thread (IP) shall be supplied for 1-1/2 and 2-inch.

3. SAMPLES FOR EVALUATION

The City of Phoenix reserves the right to request product samples. Requests will be issued in writing, and the bidder shall have ten (10) days from the date of request to submit the item(s) requested. Any item(s) so requested shall be provided at no cost or obligation to:

Dominick Multari
Water Services Supplies Supervisor
Water Stores Warehouse
2500 S. 22nd Avenue
Phoenix, Arizona 85009

All sample(s) provided become the property of the City unless designated otherwise by the bidder. The City will be the sole judge of acceptability.



SECTION V - SUBMITTAL

CITY OF PHOENIX
 Procurement Division
 251 W. Washington Street
 8th Floor
 Phoenix, AZ 85003
 Phone: (602) 262-7181

Please submit one (1) original Submittal (Section V) and printed copy of pricing. Two (2) electronic media submitted on a Flash/Jump Drive with pdf (Submittal) and Excel (Pricing section). **Please submit only Section V, do not submit a copy of the entire document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

The Submittal (Section V) shall be a singular electronic file in Adobe Acrobat (.pdf) format and the title of the file IFB 15-~~165~~ (Offeror's Name) "Submittal Section V. pdf".

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All pricing shall also be submitted in an **Excel file format (.xlsx)** only on the same electronic media (Flash/Jump Drive). PDF copy of the pricing section will be sufficient grounds for the City to consider your offer to be non-compliant.

All printed, excel spreadsheet, electronic media (Jump Drive), excel sheets in the Submittal Section must be completed and accurate with your response. It is permissible to copy both sections if necessary. Erasures, interlineations, or other modifications of your solicitation shall be noted by the authorized person signing the solicitation. No submittals shall be altered, amended or withdrawn after the specified solicitation due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Solicitations submitted with additional/alternate terms, conditions or agreements may be considered as non-responsive and rejected.

Due to the complexity of the offers and to aid in the evaluation, the offers should contain all required information in tabbed sections as indicated in the electronic spreadsheet. Omissions or alternations of the electronic spreadsheet will be sufficient grounds for the City to consider your offer to be non-compliant.

The submittal shall include ample written evidence, in the form of technical specification, cut/tear sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded.

Company Name FWC Supply LLC

Solicitation No. IFB15-158

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SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 21009696

Use Tax No. for Out-of State Suppliers

City of Phoenix Sales Tax No.

Taxpayer's Federal Identification No. 46-3406794
If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number
ID number can be located by signing on at http://bizopps.phoenix.gov
00005661

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature Date

Printed Name and Title

Company Name FWC SUPPLY LLC

Address 27 W. BASELINE RD

City, State and Zip Code GILBERT, AZ 85233

Telephone Number 480-625-5537

Company's Fax Number 480-913-2350



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Company's Toll Free # _____

Email Address

SHELM@FWCAZ.COM

Company Name FWC Supply LLC

Solicitation No. IFB15-158

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SECTION V - SUBMITTAL

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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. P-10494-20 The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

C. Meyer
City Clerk

Jim Campion
Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 22nd day of July, 2015.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



CITY CLERK DEPT.
2015 JUL 21 PM 3:48

Company Name FWC Supply Llc

Solicitation No. IFB15-158

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CITY OF PHOENIX
Procurement Division

INVITATION FOR BID
IFB 15-158 (CG)

**WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS,
REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND
MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT**

CONTACT PERSON
Chuck Garvey
Senior Buyer
602-261-8668
chuck.garvey@phoenix.gov



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Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. INTRODUCTION

The City of Phoenix invites sealed bids for **WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS** for a one-year period commencing on or about day after City Council approval, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

659-06	Adapters
659-16	Bands
659-17	Bends
659-24	Bushings
659-27	Caps
659-30	Connectors
659-33	Couplings
659-36	Crosses, Crossovers, Curves
659-39	Elbows, Miscellaneous
659-40	Elbows, Steel
659-41	Elbows (Other than Steel)
659-42	Ells
659-43	Extensions, Pipe
659-44	Ferrules, Flanges, Glands
659-47	Hubs, Increases, Inserts, Joints
659-50	Laterals, Nipples
659-51	Lining, Pipe (Cement, Epoxy, etc.)
659-54	Offsets, Plugs, Pipe Rests
659-65	Reducers
659-73	Saddles, Sleeves, Straps
659-78	Tubing Fittings (Brass, Bronze, and Copper)
659-79	Tubing Fittings (Plastic, PVC)
659-80	Tubing Fittings (Stainless Steel)
659-81	Tubing Fittings (Steel)
659-83	Tees, Compression, Miscellaneous
659-84	Tees, Steel



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659-85	Tees (Other Than Steel)
659-87	Unions
659-90	Vees (V)
659-94	Wyes (Y)
659-96	Recycled Pipe and Tubing Fittings
659-97	Pipe Fittings, Misc. (Not Otherwise Classified)
658-81	Pipe, Threaded
658-82	Pipe, Steel, Wrought
658-83	Pipe, Tin
658-84	Pipe, Titanium
658-86	Pipe, Unthreaded
658-87	Pipe, Zinc
658-88	Tubing, Brass, Bronze, and Copper (See 570-91 for Structural Tubing)
658-89	Tubing: Ferrous and Non-Ferrous Alloy
658-90	Tubing: Iron, Lead, Magnesium
658-91	Tubing, Plastic and PVC
658-93	Tubing: Tin, Titanium, Zinc
658-94	Tubing, Stainless Steel (See 570-91 for Structural Tubing)
658-95	Tubing, Steel
658-96	Recycled Pipe and Tubing
658-97	Tubing (Not Otherwise Classified)
658-04	Pipe, Alloy Steel, Chrom-Moly, Stainless
658-05	Pipe, Aluminum
658-09	Pipe, Asbestos-Cement
658-18	Pipe, Bituminized Fiber
658-19	Pipe, Bonded (All Types)
658-22	Pipe, Brass
658-24	Pipe, Bronze
658-28	Pipe, Cast Iron
658-30	Pipe, Chrome
658-31	Pipe, Clay (Terra Cotta)
658-34	Pipe, Concrete
658-35	Pipe, Copper
658-40	Pipe, Ferrous Alloy
658-41	Pipe, Fiberglass
658-46	Pipe, Iron (Includes Ductile Iron Pipe)



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658-50	Pipe, Lead
658-52	Pipe, Magneslum
658-54	Pipe, Non-Ferrous Alloy
658-56	Pipe, Plastic (Includes. Fiber Reinforced Plastic Pipe, Polybutylene Pipe)
658-58	Pipe, Polyethylene
658-60	Pipe, PVC (Polyvinyl Chloride)
658-68	Pipe, Rubber
658-74	Pipe, Soil
658-77	Pipe, Stainless Steel
658-80	Pipe, Steel

3. **VENDOR SELF REGISTRATION**

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at <http://bizopps.phoenix.gov> . The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business day following award notice.

4. **SCHEDULE OF EVENTS**

Bid Due Date: March 27, 2015 at 2:00 p.m.
Local Arizona Time

Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

5. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

Interested offerors may download the complete solicitation and any/all associated from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website and verify all required information is submitted with their offer.

6. **PREPARATION OF BID**

6.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due date and time. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.



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Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete to meet the City's needs.

- 6.2 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.
- 6.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.
- 6.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 6.6 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

7. ADDENDA



SECTION I - INSTRUCTIONS

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The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

8. LICENSES

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

9. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

10. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

11. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

12. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.



SECTION I - INSTRUCTIONS

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A preliminary bid tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.



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- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

16. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for **WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS**, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through **Chuck Garvey**, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

17. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;



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- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Procurement Division
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8th Floor
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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state



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and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- "EPA" Environmental Protection Agency
- "FIFRA" Federal Insecticide, Fungicide and Rodenticide Act
- "FIS" Federal Inspection Services.
- "Manufacturer" A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
- "Offer" Means bid or quotation.
- "Regular Dealer" A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- "Solicitation" Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
- "Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.
- "Vendor" A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
 - A. Special terms and conditions



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- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid

- 2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.
- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7 PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



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If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill,



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effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.



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At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

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- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.
- 5. CONTRACT CHANGES**
- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written



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permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1 TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

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



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- 6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and



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workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS



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- 8.1 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 **ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 **DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 **COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.



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8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

9.1 GRATUITIES: The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2 CONDITIONS AND CAUSES FOR TERMINATION: This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.



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251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
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1. **FOB POINT**
Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Water Facilities locations and other public agencies within Maricopa County.
2. **PRICE**
All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB15-158, City of Phoenix, Finance Procurement, 251 West Washington Street, 8th Floor, Phoenix AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.
3. **TAX EXEMPTION**
Pursuant to A.R.S. § 42-5061 and Phoenix City Code § 14-110, pipes or valves four inches in diameter or larger used to transport oil, natural gas, artificial gas, water or coal slurry, including compressor units, regulators, machinery and equipment, fittings, seals and any other part that is used in operating the pipes or valves are exempt from the imposition of sales or use tax.
4. **PALLET CHARGE**
All pallets supplied shall be non-refundable, no deposit.
5. **CONTRACT AWARD**
The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.
6. **METHOD OF ORDERING (CONTRACT ORDER RELEASE)**
Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.
7. **METHOD OF INVOICING**
Invoice must include the following:
 - A. City purchase order number, requisition number, or contract agreement number.
 - B. Items listed individually by the written description and part number.
 - C. Unit price, extended and totaled.
 - D. Quantity ordered, back ordered, and shipped.
 - E. Applicable tax.
 - F. Invoice number and date.
 - G. Requesting department name and "ship-to" address.
 - H. Payment terms.



SECTION III – SPECIAL TERMS AND CONDITIONS

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I. FOB terms.

8. **METHOD OF PAYMENT (CONTRACT ORDER RELEASE)**

Payment to be made from Contractor's invoice, a copy of the signed delivery slip, submitted to cover items received and accepted against the contract order release. Invoices must contain the COR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.

9. **HANDLING OF PHOTOGRAPHS**

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. As a result of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

10. **EMPLOYEE AND BUILDING ACCESS**

All Contractor's personnel are to be in uniform and/or wearing identification badges that bear the employee's name and company name/logo. All personnel must be cleared by the facility security personnel prior to starting work. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building shall be directed by the City's authorized representative. Contractor's service personnel shall sign in at the security desk when arriving to service a facility and sign out when leaving.

Access to designated restricted areas is forbidden by Contractor's employees. Restricted areas are to be designated by the City's representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employee are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee and cleared to be on site.

11. **PARTIAL PAYMENTS**

Partial payments are authorized on individual written contract order release number issued. Payment will be made for partial deliveries made and accepted by the City. Payment will be made only for the actual amount of items or services received and accepted by the City.

12. **OPTION TO EXTEND**

The City may, at its option and with approval of the Contractor, extend the period of this contract up to four (4) additional year(s), in increments of up to one year.

13. **LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the



SECTION III – SPECIAL TERMS AND CONDITIONS

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contract that is subject to penalties up to and including termination of the contract.

- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

14. **SPECIFICATIONS**

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

15. **COOPERATIVE AGREEMENT**

In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

16. **INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s); and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the **Water Services** the basic unit meets the general intent of these specifications.

The complete equipment/material bid shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the offeror(s) shall so notify the City prior to the bid opening date.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. SCOPE

For the supply of the following industrial water pipe and miscellaneous fittings on an "as needed" basis during a one-year contract period beginning on or about one day after City Council approval, in accordance with the specifications and provisions contained herein.

- GROUP I - ELBOWS
- GROUP II - ELBOWS COMPRESSION
- GROUP III - COUPLINGS, STRAIGHT
- GROUP IV - FLEXIBLE COUPLINGS
- GROUP V - WATER METER COUPLINGS, FLANGES, AND STOPS
- GROUP VI - CORPORATION STOPS
- GROUP VII - CURB STOPS
- GROUP VIII - GATE VALVES
- GROUP IX - CONVERSION ASSEMBLIES
- GROUP X - COUPLINGS - CALDER
- GROUP XI - SADDLE TEE
- GROUP XII - REPAIR CLAMPS
- GROUP XIII - TAPPED REPAIR CLAMPS
- GROUP XIV - FULL CIRCLE CLAMPS
- GROUP XV - STRAIGHT SMOOTH COUPLINGS
- GROUP XVI - RESETTERS
- GROUP XVII - MISCELLANEOUS FITTINGS
- GROUP XVIII - PIPE
- GROUP XIX - COLUMN PIPE
- GROUP XX - TUBE AND SHAFT
- GROUP XXI - PUMP COLUMN COUPLING
- GROUP XXII - FLANGES
- GROUP XXIII - NIPPLES
- GROUP XXIV - STEEL COUPLINGS
- GROUP XXV - BUSHINGS
- GROUP XXVI - REDUCERS
- GROUP XXVII - STEEL PIPE

2. TECHNICAL REQUIREMENTS

Service line valves and fittings shall comply with AWWA Specification C800 (ASTM B-62) for metal content. Bidder shall submit manufacturer's certification with their bid certifying compliance with the 85-5-5-5 brass allow specification.

The manufacturer and/or supplier are required to provide fittings that are manufactured in compliance with all applicable EPA, ADEQ, Maricopa County, and local requirements impacting the treatment and delivery of potable drinking water

CURB STOPS

Curb stops should have an all bronze body, tee head and stem. Stops shall be full flow and non-leaking in either direction. Stops shall not contain lubricated plugs, external stem nuts, nor metal to metal contact between the plug or ball and the stop body. The curb stops shall be checkless.

COPPER PIPE

Copper pipe shall comply with all the requirements of ASTM B-88, Type K.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
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STEEL COUPLING

Steel couplings for steel standard pipe. All couplings to be less stops; bolts are to be electro-galvanized; couplings assembled only. Smith-Blair #411 or acceptable alternate. Sizes 1/2 through 2-inch.

CAST IRON COUPLING

Cast iron couplings for cast iron pipe and asbestos cement pipe. Couplings shall be straight couplings with standard sleeve lengths. Sleeve shall be gray iron ASTM-126 Class B. Ends to have a smooth inside taper or uniform gasket seating. Followers shall be malleable iron ASTM-A-47 grade 32510 or ductile iron ASTM-A-536. Gaskets shall be grade 30-standard specifically compounded rubber of all new materials. Bolts and nuts to be high strength low alloy steel with heavy, semi-finished hexagon nuts to AWWA C111 (ANSI A21.11) Standards. Smith-Blair #441 or acceptable alternate.

REPAIR CLAMPS

Bands must be stainless steel Type 304. Lugs to be malleable iron per ASTM A-47 Grade 32510 or ductile iron per ASTM 536. Bolts and nuts to be included shall be carbon steel ASTM A-307 electrogalvanized with di-chromate seal. Smith-Blair #245 or acceptable alternate.

FULL CIRCLE CLAMP COUPLINGS WITH SINGLE BAND

Bands to be stainless steel Type 304. Gasket to be a lap type with molded tapered ends. No finger or interlocking type gaskets acceptable. Bolts and nuts to be included shall be high strength low alloy steel with heavy semi-finished hexagon nuts to AWWA C111 (ANSI-A21.11) standards. Smith Blair #226 or acceptable alternate.

FULL CIRCLE CLAMPS WITH DOUBLE BANDS

Bands to be stainless steel Type 304. Gasket to be a lap type with molded tapered ends. No finger or interlocking type gaskets acceptable. Bolts and nuts to be included shall be high strength low alloy steel with heavy semi-finished hexagon nuts to AWWA C111(ANSI-A21.11) standards. Smith Blair #227 or acceptable alternate

TAPPED REPAIR CLAMP

Clamp shall be constructed of (18-8) Type 304 stainless steel. A stainless steel tapping boss shall be permanently welded to the stainless steel band and fully passivated. Clamps shall have a full width gasket with tapered overlapping sealing surface and shall be a minimum .25 inch thick. Bolts, nuts, and washers, are to be included, and shall be 304 Type stainless steel. AWWA (CC) thread shall be supplied for 3/4 and 1-inch tapped outlets. National Pipe Thread (IP) shall be supplied for 1-1/2 and 2-inch.

3. SAMPLES FOR EVALUATION

The City of Phoenix reserves the right to request product samples. Requests will be issued in writing, and the bidder shall have ten (10) days from the date of request to submit the item(s) requested. Any item(s) so requested shall be provided at no cost or obligation to:

Dominick Multari
Water Services Supplies Supervisor
Water Stores Warehouse
2500 S. 22nd Avenue
Phoenix, Arizona 85009

All sample(s) provided become the property of the City unless designated otherwise by the bidder. The City will be the sole judge of acceptability.



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please submit one (1) original Submittal (Section V) and printed copy of pricing. Two (2) electronic media submitted on a Flash/Jump Drive with pdf (Submittal) and Excel (Pricing section). **Please submit only Section V, do not submit a copy of the entire document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

The Submittal (Section V) shall be a singular electronic file in Adobe Acrobat (.pdf) format and the title of the file IFB 15-~~165~~ (Offeror's Name) "Submittal Section V. pdf".

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All pricing shall also be submitted in an **Excel file format (.xlsx)** only on the same electronic media (Flash/Jump Drive). PDF copy of the pricing section will be sufficient grounds for the City to consider your offer to be non-compliant.

All printed, excel spreadsheet, electronic media (Jump Drive), excel sheets in the Submittal Section must be completed and accurate with your response. It is permissible to copy both sections if necessary. Erasures, interlineations, or other modifications of your solicitation shall be noted by the authorized person signing the solicitation. No submittals shall be altered, amended or withdrawn after the specified solicitation due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Solicitations submitted with additional/alternate terms, conditions or agreements may be considered as non-responsive and rejected.

Due to the complexity of the offers and to aid in the evaluation, the offers should contain all required information in tabbed sections as indicated in the electronic spreadsheet. Omissions or alternations of the electronic spreadsheet will be sufficient grounds for the City to consider your offer to be non-compliant.

The submittal shall include ample written evidence, in the form of technical specification, cut/tear sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded.

Company Name FWC Supply LLC

Solicitation No. IFB15-158

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SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 21009696

Use Tax No. for Out-of State Suppliers

City of Phoenix Sales Tax No.

Taxpayer's Federal Identification No. 46-3406794
If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number
ID number can be located by signing on at http://bizopps.phoenix.gov
00005661

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature Date

Printed Name and Title

Company Name FWC SUPPLY LLC
Address 27 W. BASELINE RD
City, State and Zip Code GILBERT, AZ 85233
Telephone Number 480-625-5537
Company's Fax Number 480-913-2350



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Company's Toll Free # _____

Email Address

SHELM@FWCAZ.COM

Company Name FWC Supply LLC

Solicitation No. IFB15-158

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SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
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Phoenix, AZ 85003
Phone: (602) 262-7181

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. P-10494-20 The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

C. Meyer
City Clerk

Jim Campion
Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this 22nd day of July, 2015.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



CITY CLERK DEPT.
2015 JUL 21 PM 3:48

Company Name FWC Supply LLC

Solicitation No. IFB15-158

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EXHIBIT 1

VENDOR NO. 3074727
FWC SUPPLY LLC
4863 E INGRAM
MESA AZ 85205-3212



CITY OF PHOENIX

CONTRACT	
Contract Title:	Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops,
Smart No.	PHX-16-D-ZGEN-84-000275
Contract No.	4701002106
Contract Start Date:	07/02/2015
Contract Validity End Date:	06/30/2016
Last Option End Date:	06/30/2020
Payment Terms:	Net 30 Days
Delivery Terms:	FOB Destination

Buyer Contact: Chuck Garvey
Telephone: 602-261-8668
E-mail: chuck.garvey@phoenix.gov

Item	Description
1	COUPLING STRAIGHT 3/4" COPPER X 3/4" COP Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-34 Material No. 65933701024 Unit Price: 11.22
2	COUPLING STRAIGHT 1" COPPER X COPPER Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-1 Material No. 65933701123 Unit Price: 12.24
3	COUPLING STRAIGHT 3/4" F. COPPER THD TO Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933722020 Unit Price: 10.46
4	COUPLING STRAIGHT 1" F. COPPER THD TO CO Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-1 Material No. 65933722129 Unit Price: 15.38
5	COUPLING STRAIGHT 3/4" F.I.P. X COPPER C Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2607-34 Material No. 65933215108 Unit Price: 9.85

The Contractor is now bound to sell the materials or services listed in the attached contract, including all terms, conditions, specifications, addenda, amendments, etc. and Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as the number above. Contractor has been cautioned not to commence any billable work or provide any service or material under this contract until Contractor receives a purchase order.

Have questions about doing business with the City of Phoenix? Visit our Procurement website at www.phoenix.gov/finance/procurement

For specific information regarding contract opportunities with the City of Phoenix, please visit our Open Solicitations website at www.phoenix.gov/solicitations

VENDOR NO. 3074727
FWC SUPPLY LLC
4863 E INGRAM
MESA AZ 85205-3212



CITY OF PHOENIX

CONTRACT

Contract Title: Water Elbows, Fittings, Pipe, Shafts,
Flanges, Nipples, Bushings, Reducers, Clamps,
Stops,
Smart No. PHX-16-D-ZGEN-84-000275

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Item	Description
6	COUPLING STRAIGHT 3/4" FEMALE COPPER THR Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933764022 Unit Price: 10.46
7	COUPLING STRAIGHT 1" M.I.P. BY COPPER CO Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2605-1 Material No. 65933743125 Unit Price: 10.87
8	COUPLING STRAIGHT 1" M.I.P. THREAD TO 1" Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2606-1 Material No. 65933323258 Unit Price: 16.61
9	STOP FLANGED ANGLE METER 1 1/2" Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-112 Material No. 67064916264 Unit Price: 113.90
10	STOP FLANGED ANGLE METER 2" Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-2 Material No. 67064917270 Unit Price: 146.24
11	STOP ANGLE METER 1" PACK JOINT (CTS) Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1527SN-1 Material No. 67064916231 Unit Price: 27.24
12	STOP CURB 3/4" FEMALE INLET AND OUTLET I Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-34 Material No. 67064907008 Unit Price: 31.91
13	STOP CURB 1" FEMALE INLET AND OUTLET I.P Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-1 Material No. 67064907057 Unit Price: 49.59

VENDOR NO. 3074727
FWC SUPPLY LLC
4863 E INGRAM
MESA AZ 85205-3212



CITY OF PHOENIX

CONTRACT

Contract Title: Water Elbows, Fittings, Pipe, Shafts,
Flanges, Nipples, Bushings, Reducers, Clamps,
Stops,
Smart No. PHX-16-D-ZGEN-84-000275

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Item	Description
14	SADDLE DOUBLE STRAP BRONZE 3" A.C. X3/4" Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC075 Material No. 65973822011 Unit Price: 17.63
15	SADDLE DOUBLE STRAP BRONZE 3" A.C. X 1" Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC100 Material No. 65973822110 Unit Price: 17.63
16	SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4" Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-4x3/4 Material No. 65933822218 Unit Price: 58.03
17	SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1" Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-4x1 Material No. 65973822318 Unit Price: 58.03
18	SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4" Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-6x3/4 Material No. 65933822218 Unit Price: 68.37
19	SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1" Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-6x1 Material No. 65973822318 Unit Price: 68.37
20	COUPLING STRAIGHT WATER METER 3/4" MACHI Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E130-34x2-1/2 Material No. 65933122007 Unit Price: 6.47

FORM A - OFFEROR IDENTIFICATION (DO NOT handwrite this Form. Information must be typed in.)				InvitationNo.: IFB15-158	
InvitationTitle:	WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT		ADDENDUM01		
Offeror Company:	FWC Supply LLC <small>(Legal name of business which will appear on contract, if awarded)</small>				
Offeror Status:	<input type="checkbox"/> Manufacturer	<input checked="" type="checkbox"/> Dealer/Distributor	<input type="checkbox"/> Other		
Mailing Address:	27 W. Baseline Rd	Gilbert	Arizona 85233		
	Street/PO Box	City	State & Zip		
Physical Address:	Same				
	Street	City	State & Zip		
Phone:	480-625-5537	Fax:	480-813-2350		
Payment Terms					
PaymentTerms:	0 %	Days	0	Net Days	30
	Prompt payment discount to apply after receipt of invoice or final acceptance of the products or services whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your response. <u>Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.</u>				

FORM B - ANNUAL COST (DO NOT <i>handwrite</i> this Form. Information must be typed in.)					Invitation No.: IFB15-158				
WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT									
ADDENDUM 01									
This FORM is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.									
Note: Offeror shall not modify this form in any way other than inputting their name and prices. All items listed below are to be considered as for purposes of this invitation and any subsequent contract. Offeror shall determine which unit to offer and shall fill in the City price in the appropriate cell. Unless shown otherwise in this or any other City specification document, all delivery charges shall be priced herein to include as priced.									
City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
65941301262	Street elbow, brass, 1-1/2 inch, 90 degree.	EA	200	\$ 17.34	W4/212-015NL	MATCO-NORCA	507-2-112	\$ 3,467.08	I
65941465141	Elbow 90 degree 1 1/2 inch brass.	EA	50	\$ 12.36	W4/206-015NL	MATCO-NORCA	507-112.	\$ 617.94	I
65941364252	Elbow 90 degree 1 inch copper compression to 1 inch F.I.P. thread.	EA	100	\$ 24.74	Fond/L14-44NL	JAMES JONES	E2621-1	\$ 2,474.19	I
65941465166	Elbow 90 degree 2 inch brass.	EA	150	\$ 20.12	W4/206.020NL	MATCO-NORCA	507-2	\$ 3,017.47	I
65941301304	Street elbow, 90 degree 2 inch brass.	EA	150	\$ 29.39	W4/212-020NL	MATCO-NORCA	507-2-2	\$ 4,409.12	I
	6" Elbow steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	6" Elbow steel GRVD, 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, Short Radius 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, LR, Weld 45	EA	1	\$ -				\$ -	I
	3" Elbow Copper	EA	1	\$ 25.96		ELKHART	607-3	\$ 25.96	I
	2" Elbow Carbon Steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	2" Street Elbow T-316 SS, 150#	EA	3	\$ -				\$ -	I
65941313002	Elbow, 1-1/2 inch, compression to compression, copper tubing size.	EA	220	\$ 60.11	AY McDonald 4761-22	JAMES JONES	E2611-112	\$ 13,223.66	II
65941313051	Elbow, 2-inch, compression to compression, copper tubing size.	EA	525	\$ 109.45	AY McDonald 4761-22	JAMES JONES	E2611-2	\$ 57,462.10	II
65941313200	Elbow, coupling, 3/4 inch, M.I.P. threaded to copper compression.	EA	4000	\$ 12.71	AY McDonald 74779M-22 3/4	JAMES JONES	E2619-34	\$ 50,838.71	II
65941313309	Elbow, coupling, 1-inch, M.I.P. threaded to copper compression.	EA	500	\$ 19.82	AY McDonald 4779M-22	JAMES JONES	E2619-1	\$ 9,908.60	II
67052328001	Elbow, coupling, 3/4 inch, F.I.P. threaded to copper compression.	EA	400	\$ 17.04	AY McDonald 74779-22 3/4	JAMES JONES	E2621-34	\$ 6,817.20	II

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
								\$ -	
65933701024	Straight coupling, 3/4 inch, copper compression, both ends	EA	1500	\$ 11.22	Mueller H 15403	JAMES JONES	E2609-34	\$ 16,822.50	III
65933701123	Straight coupling, 1-inch, copper compression, both ends.	EA	300	\$ 12.24	Mueller H 15403	JAMES JONES	E2609-1	\$ 3,670.97	III
65933722020	Straight coupling, 3/4 inch, F. copper thread to copper compression.	EA	400	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 4,184.95	III
65933722129	Straight coupling, 1-inch, F. copper thread to copper compression.	EA	80	\$ 15.38	Mueller H 15071	JAMES JONES	E2623-1	\$ 1,230.11	III
65933743026	Straight coupling, 3/4 inch, M.I.P. by copper.	EA	1250	\$ 9.18	Mueller H 15428	JAMES JONES	E2605-34	\$ 11,478.49	III
65933215108	Straight coupling, 3/4 inch F.I.P. by copper compression.	EA	100	\$ 9.85	Mueller H 15451	JAMES JONES	E2607-34	\$ 984.95	III
65933764022	Straight coupling, 3/4 inch, Female copper thread to 3/4 inch polyethylene compression plastic tubing.	EA	100	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 1,046.24	III
67052312500	Straight coupling, 2-inch, F.I.P. X copper tubing size.	EA	250	\$ 45.76	Mueller H 15451	JAMES JONES	E2607-2	\$ 11,440.86	III
67052323507	Straight coupling, 1-1/2 inch, M.I.P. X copper tubing size.	EA	230	\$ 30.03	Mueller H 15428	JAMES JONES	E2605-112	\$ 6,907.42	III
67052323754	Straight coupling, 2-inch, M.I.P. X copper tubing size.	EA	400	\$ 43.74	Mueller H 15428	JAMES JONES	E2605-2	\$ 17,496.77	III
67052334009	Straight coupling, 1-1/2 inch, copper tubing size (both ends)	EA	500	\$ 43.14	Mueller H 15403	JAMES JONES	E2609-112	\$ 21,569.89	III
67052334306	Straight coupling, 2-inch, copper tubing size (both ends)	EA	900	\$ 58.26	Mueller H 15403	JAMES JONES	E2609-2	\$ 52,432.28	III
67052349007	Straight coupling, 3/4 inch, copper to P.E. pipe with inserts.	EA	450	\$ 25.48	Mueller H 15409	JAMES JONES	E2612SGP-34	\$ 11,467.74	III
67052349205	Straight coupling, 1-inch, plastic tubing to P.E. pipe.	EA	130	\$ 31.60	Mueller H 15409	JAMES JONES	E2612SGP-1	\$ 4,108.28	III
67052312005	Straight coupling 1-1/4 inch female iron pipe thread x 1 1/2 inch copper.	EA	100	\$ 38.40	Mueller H 15451	JAMES JONES	E2607-112	\$ 3,839.78	III
65941344007	Straight coupling 1 inch copper compression x F.I.P. thread.	EA	125	\$ 14.09	Mueller H 15451	JAMES JONES	E2607-1	\$ 1,780.75	III
65933743125	Straight coupling 1 inch M.I.P. x copper compression.	EA	350	\$ 10.87	Mueller H 15428	JAMES JONES	E2605-1	\$ 3,804.84	III
65933323258	Straight coupling 1 inch M.I.P. thread x 1 inch polyethylene pipe compression.	EA	50	\$ 16.61	Mueller H 15429	JAMES JONES	E2606-1	\$ 830.65	III
67052212007	Flexible Coupling, 2inch 2.375 O.D.	EA	120	\$ 14.73	Ford FC3-084-5	JCM	201-008401	\$ 1,767.27	IV
65933202106	Flexible Coupling, 2-1/2", 2.875 O.D.	EA	600	\$ 37.80	Ford FC 3-105-5	JCM	201-028801	\$ 22,677.27	IV
65933202155	Flexible Coupling, 3" std. 3.500 O.D.	EA	235	\$ 16.98	Ford FC 3-132-5	JCM	201-013201	\$ 3,989.66	IV
65933202205	Flexible Coupling, 3" C.I., 3.8 to 3.96 O.D	EA	100	\$ 17.83	Ford FC 3-166-5	JCM	201-016601	\$ 1,782.95	IV
65933202304	Flexible coupling, 1-1/2 inch, 1.900 O.D.	EA	150	\$ 21.31	Ford FC 3-190-5	JCM	201-019001	\$ 3,196.02	IV
65933202353	Flexible coupling, 2-inch, 2.375 O.D.	EA	350	\$ 32.56	Ford FC 3-238-5	JCM	201-023801	\$ 11,394.89	IV
67052212403	Flexible coupling, 2-1/2 inch, 2.875 O.D.	EA	30	\$ 37.80	Ford FC 3-288-5	JCM	201-028801	\$ 1,133.86	IV
65933202502	Flexible coupling, 3-inch, Std., 3.500 O.D.	EA	10	\$ 51.78	Ford FC 3-350-5	JCM	201-035001	\$ 517.84	IV
65933154059	Flexible coupling, 3-inch, C.I., 3.8 to 3.96 O.D.	EA	60	\$ 42.94	Ford FC 2A-388-406	JCM	210-0396	\$ 2,576.59	IV
65933101167	Flexible coupling, 3-inch, A.C., 3.97 to 4.14 O.D.	EA	12	\$ 42.94	Ford FC 2A-406-420	JCM	210-0414	\$ 515.32	IV
65933154109	Flexible coupling, 4-inch, C.I., 4.8 to 5.0 O.D.	EA	250	\$ 56.09	Ford FC 2A-510-510	JCM	210-0535	\$ 14,022.73	IV
65933101266	Flexible coupling, 4-inch, A.C., 5.11 to 5.45 O.D.	EA	36	\$ 63.51	Ford FC 2A-557-557	JCM	210-0545	\$ 2,286.41	IV

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
65933202801	Flexible coupling 4 inch Std., 4.500 O.D.	EA	50	\$ 49.88	Ford FC 1-480-480	JCM	210-0450	\$ 2,493.75	IV
65933101365	Flexible coupling, 6-inch, C.I., 6.90 to 7.22 O.D.	EA	2300	\$ 71.63	Ford FC 1-720-720	JCM	210-0690	\$ 164,737.50	IV
65933154158	Flexible coupling, 6 inch A.C. 7.19 to 7.45 OD	EA	50	\$ 73.31	Ford FC 2A-756-756	JCM	210-0740	\$ 3,665.34	IV
67052154209	Flexible coupling, 8-inch, A.C., 9.30 to 9.50 O.D	EA	20	\$ 103.89	Ford FC 2A-940-974	JCM	210-0960	\$ 2,077.73	IV
67052253001	Flexible coupling, Transition, 8-inch, A.C., 9.30 to 9.50 O.D. to 8-inch C.I., 8.60 to 9.60 O.D.	EA	300	\$ 113.45	Ford FC 2A-8	JCM	212-0960-0905	\$ 34,036.36	IV
65933101464	Flexible coupling, 8-inch, C.I., 9.60 to 9.60 O.D.	EA	90	\$ 103.89	Ford FC 2A-974-974	JCM	210-0980	\$ 9,349.77	IV
6752101564	Flexible coupling, 10-inch, A.C., 11.95 O.D.	EA	10	\$ 146.44	Ford FC 2A-1212-1212	JCM	210-1200	\$ 1,464.43	IV
67052154308	Flexible coupling, 10-inch, C.I., 11.10 O.D.	EA	10	\$ 139.99	Ford FC 1-1446-1446	JCM	210-1110	\$ 1,399.99	IV
67052154506	Flexible coupling, 12-inch, C.I., 13.20 O.D.	EA	25	\$ 155.24	Ford FC 1-1356-1356	JCM	210-1320	\$ 3,880.97	IV
65933101670	Flexible coupling, 12-inch, A.C., 14.21 O.D.	EA	10	\$ 165.73	Ford FC 2A-1438-1438	JCM	210-1420	\$ 1,657.27	IV
67052264008	Flexible coupling, transition, 12-inch, A.C., 14.21 O.D. to 12 inch C.I., 13.20 O.D.	EA	90	\$ 184.42	Ford FC 2A-1350-1438	JCM	212-1420-1320	\$ 16,597.84	IV
65933101803	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ 54.32	Ford CF 34-66	MUELLER	P10127-112	\$ 5,432.26	V
67031101800	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ -	Ford CF 35-66			\$ -	V
65933101878	Water meter coupling, flexible, bronze, size: 2-inch, flanged.	EA	150	\$ -	Ford CF 35-77			\$ -	V
65944526758	Bronze meter flange, 1-1/2 inch, F.I.P. thread, with gasket.	EA	250	\$ 27.53	Ford CF 31-66	JAMES JONES	E129-112	\$ 6,881.72	V
65944526857	Bronze meter flange, 2-inch, F.I.P. thread, with gasket.	EA	300	\$ 35.92	Ford CF 31-77	JAMES JONES	E129-2	\$ 10,777.42	V
67052123006	Coupling, water meter, straight, 3/4 inch ribbed tailpiece.	EA	3650	\$ 6.37	Ford C38.23.2-5	JAMES JONES	E130-34x2-1/2	\$ 23,234.41	V
67052124004	Coupling, water meter, straight, 1-inch, ribbed tailpiece.	EA	1600	\$ 9.78	Ford C38.44.2.625	JAMES JONES	E130-1x2-5/8	\$ 15,655.91	V
67064916264	Flanged angle meter stop, 1-1/2 inch.	EA	300	\$ 113.90	Ford FV43-666W	JAMES JONES	E4205-112	\$ 34,170.97	V
67064917270	Flanged angle meter stop, 2-inch.	EA	530	\$ 146.24	Ford FV43-777W	JAMES JONES	E4205-2	\$ 77,505.38	V
67064916225	Angle meter stop 1/2 inch.	EA	750	\$ 20.28	Ford KV43-332W	JAMES JONES	E1527SN-34	\$ 15,209.68	V
67064916231	Angle meter stop 1 inch.	EA	500	\$ 27.24	Ford KV43-444W	JAMES JONES	E1527SN-1	\$ 13,618.28	V
67064752008	Corporation stop, 1-1/2 inch inlet, LP.T. outlet, copper tubing size.	EA	160	\$ 91.34	Mueller B 25028	JAMES JONES	E1935-112	\$ 14,615.05	VI
67064752107	Corporation stop, 2-inch inlet, LP.T. outlet, copper tubing size.	EA	320	\$ 151.06	Mueller B 25028	JAMES JONES	E1935-2	\$ 48,340.65	VI
67064803009	Corporation stop, 3/4 inch, LP. x LP.	EA	140	\$ 29.13	Mueller H 10013	JAMES JONES	E1943-34	\$ 4,078.06	VI
67064805259	Corporation stop, 3/4 inch, CST inlet by copper outlet	EA	1300	\$ 22.88	Mueller H 15008	JAMES JONES	E3401-34	\$ 29,746.24	VI
67064854127	Corporation stop 1 inch inlet, corporation stop thread x 1 inch copper.	EA	600	\$ 32.23	Mueller H 15008	JAMES JONES	E3401-1	\$ 19,335.48	VI
67064803058	Corporation stop 1 inch M.I.P. thread x 1 inch M.I.P. thread.	EA	50	\$ 40.16	Mueller H 10013	JAMES JONES	E1943-1	\$ 2,008.06	VI
67064907008	Curb stop, 3/4 inch, female inlet and outlet, LP. thread.	EA	5800	\$ 31.91	Mueller 10914	JAMES JONES	E1900-34	\$ 185,101.08	VII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
67064907057	Curb stop, 1-inch, female inlet and outlet, LP, thread.	EA	725	\$ 49.59	Mueller 10914	JAMES JONES	E1900-1	\$ 35,953.76	VII
67064907107	Curb stop, 1-1/2 inch, female inlet and outlet, LP, thread.	EA	200	\$ 102.31	Mueller 10914	JAMES JONES	E1900-112	\$ 20,462.37	VII
67064907156	Curb stop, 2-inch, female inlet and outlet, LP, thread.	EA	400	\$ 149.72	Mueller 10914	JAMES JONES	E1900-2	\$ 59,888.17	VII
				\$ -				\$ -	
67070010243	Gate valve, bronze, 2-inch, non-rising stem, 125 lb., screwed end.	EA	70	\$ 184.65	AYMcDonald 2035T	MUELLER	010914-2	\$ 12,925.16	VIII
67070010276	Gate valve, bronze, 2-1/2 inch, non-rising stem, 125 lb., screwed end.	EA	60	\$ 415.02	AYMcDonald 2035T	MUELLER	010914-212	\$ 24,901.29	VIII
67070010128	Valve gate bronze 3/4" non rising stem f.l.p. thread.	EA	70	\$ 66.43	AYMcDonald 2035T	MUELLER	010914-34	\$ 4,650.11	VIII
89045683706	Conversion assembly, 3/4 inch.	EA	1950	\$ -	Ford A95016			\$ -	IX
89045683805	Conversion assembly, 1-inch.	EA	180	\$ -	Ford A9017			\$ -	IX
65933893668	Coupling Calder 4" with shear ring-Joints Inc. (no alternate) Joints C-106	EA	200	\$ -	Joints Inc. C-106			\$ -	X
65933894050	Coupling Calder 6" with shear ring for vitrified pipe - Joints Inc. (no alternate)	EA	180	\$ -	Joints Inc. C-102 WG			\$ -	X
65933893961	Coupling Calder 6" with shear ring - Joints Inc. (no alternate)	EA	450	\$ -	Joints Inc. C-100 WG			\$ -	X
65965894143	Reducer: Calder Coupling 4"x 6" - Joints Inc.	EA	50	\$ -	Joints Inc. C-110			\$ -	X
65973822011	Saddle double strap, bronze, 3-inch, A.C., 4.13 OD x 3/4 inch C.S.T.	EA	80	\$ 17.83	Mueller DR2A	MUELLER	DR2A0356CC075	\$ 1,410.75	XI
65973822110	Saddle double strap, bronze, 3-inch, A.C. 4.13 OD x 1-inch C.S.T.	EA	4	\$ 17.83	Mueller DR2A	MUELLER	DR2A0356CC100	\$ 70.54	XI
65973843017	Saddle double strap, bronze, 3-inch A.C. 4.13 OD x 2-inch C.S.T.	EA	25	\$ 29.49		JCM	402-0413x2	\$ 737.37	XI
65933822218	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 3/4 inch C.S.T.	EA	300	\$ 58.03	Mueller BR2B	JAMES JONES	J979-4x3/4	\$ 17,409.68	XI
65973822318	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 1-inch C.S.T.	EA	40	\$ 58.03	Mueller BR2B	JAMES JONES	J979-4x1	\$ 2,321.29	XI
65973843116	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 2-inch I.P.T.	EA	35	\$ 73.67	Mueller BR2B	JAMES JONES	J979-4x2	\$ 2,578.33	XI
65973822417	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 3/4 inch C.S.T.	EA	675	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x3/4	\$ 46,146.77	XI
65973822516	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-inch C.S.T.	EA	110	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x1	\$ 7,520.22	XI
65973843215	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-1/2 inch I.P.T.	EA	20	\$ 78.15	Mueller BR2B	JAMES JONES	J979-6x1-1/2	\$ 1,563.01	XI
65973843314	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 2-inch I.P.T.	EA	96	\$ 85.87	Mueller BR2B	JAMES JONES	J979-6x2	\$ 8,243.61	XI
65973822615	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 3/4 inch C.S.T.	EA	150	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x3/4	\$ 12,688.71	XI
65973822714	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-inch C.S.T. 65973843413	EA	95	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x1	\$ 8,036.18	XI
65973843413	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-1/2 inch I.P.T.	EA	30	\$ 89.06	Mueller BR2B	JAMES JONES	J979-8x1-1/2	\$ 2,671.94	XI
65973843512	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 2-inch I.P.T.	EA	120	\$ 96.96	Mueller BR2B	JAMES JONES	J979-8x2	\$ 11,834.84	XI
65973801015	Saddle double strap bronze, 10 inch C.I. 11.10 OD x 2 inch I.P.T.	EA	25	\$ 123.61	Mueller BR2B	JAMES JONES	J979-10x2	\$ 3,090.32	XI
65973822813	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 3/4 inch C.S.T.	EA	25	\$ 122.85	Mueller BR2B	JAMES JONES	J979-12x3/4	\$ 3,066.13	XI

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
65973822912	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 1 inch C.S.T.	EA	45	\$ 122.65	Mueller BR2B	JAMES JONES	J979-12x1	\$ 5,519.03	XI
65973843611	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 2 inch I.P.T.	EA	80	\$ 140.84	Mueller BR2B	JAMES JONES	J979-12x2	\$ 11,267.10	XI
65973885216	Saddle single strap ductile iron 2 inch STD. 2.38 OD x 1 inch C.S.T.	EA	10	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC100	\$ 223.12	XI
65973885117	Saddle single strap ductile iron 2 inch STD. 2.38 OD x 3/4 inch C.S.T.	EA	50	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC075	\$ 1,115.59	XI
65973885612	Saddle single strap ductile iron 3 inch STD. 3.50 OD x 1 inch C.S.T.	EA	10	\$ 23.23	Mueller DR1S	MUELLER	DR1S0356CC100	\$ 232.26	XI
67052231049	Clamp repair, 3/4 inch, Standard, 1.050 OD x 3-inch wide	EA	350	\$ 4.53	Smith Blair 245	MUELLER	210-03-0105	\$ 1,584.41	XII
67052231080	Clamp repair, 1-inch, Standard, 1.315 OD x 3-inch wide	EA	190	\$ 4.95	Smith Blair 245	MUELLER	210-03-0131	\$ 939.78	XII
67052231122	Clamp repair, 1-1/4 inch, Standard, 1.660 OD x 3-inch wide	EA	20	\$ 5.09	Smith Blair 245	MUELLER	210-03-0166	\$ 101.72	XII
67052231163	Clamp repair, 1-1/2 inch, Standard, 1.900 OD x 3-inch wide	EA	140	\$ 5.46	Smith Blair 245	MUELLER	210-03-0190	\$ 764.73	XII
67052231205	Clamp repair, 2-inch, Standard, 2.375 OD x 3-inch wide	EA	360	\$ 5.98	Smith Blair 245	MUELLER	210-03-0237	\$ 2,152.28	XII
37052231221	Clamp repair, 2-inch, Standard, 2.375 OD x 5-inch wide	EA	150	\$ 10.80	Smith Blair 245	MUELLER	210-06-0237	\$ 1,619.35	XII
67052231239	Clamp repair, 2-inch, Standard, 2.375 OD x 9-inch wide	EA	40	\$ 16.57	Smith Blair 245	MUELLER	210-09-0237	\$ 662.80	XII
67052231254	Clamp repair, 2-1/2 inch, Standard, 2.875 OD x 9-inch wide	EA	40	\$ 22.18	Smith Blair 245	MUELLER	210-09-0287	\$ 887.31	XII
67052231270	Clamp repair, 3-inch, Standard, 3.500 OD x 9-inch wide	EA	12	\$ 25.99	Smith Blair 245	MUELLER	210-09-0350	\$ 311.87	XII
67052205027	Clamp Repair stainless 3 inch tapped with 3/4" C.C. third tapping boss.	EA	50	\$ 65.34	Smith Blair 264	MUELLER	522-06-0346	\$ 3,267.20	XII
67052204004	Clamp repair, tapped, 8-inch with 3/4 inch tapping boss. OD 8.62 - 9.42 x 7.5 inch wide.	EA	20	\$ 91.16	Smith Blair 239	MUELLER	512-07-0862	\$ 1,823.23	XIII
67052204012	Clamp repair, tapped, 8-inch with 1-inch tapping boss. OD 8.62 - 9.42 x 7.5 inch wide.	EA	10	\$ 91.16	Smith Blair 239	MUELLER	514-07-0862	\$ 911.61	XIII
67052204020	Clamp repair, tapped, 6-inch with 1-inch tapping boss. OD 6.84 - 7.64 x 7.5 inch wide.	EA	10	\$ 82.94	Smith Blair 239	MUELLER	514-07-0675	\$ 829.35	XIII
67052204038	Clamp repair, tapped, 6-inch with 3/4 inch tapping boss. OD 6.84 - 7.64 x 7.5 inch wide.	EA	75	\$ 82.94	Smith Blair 239	MUELLER	512-07-0675	\$ 6,220.16	XIII
				\$ -				\$ -	
67052105003	Clamp, full circle, 2-inch, C.I. 2.50 OD x 7.5 wide single band.	EA	10	\$ 32.17	Powerseal 3121	MUELLER	500-07-0235	\$ 321.72	XIV
67052105102	Clamp, full circle, 2-inch, C.I. 2.50 OD x 12.5 wide single band.	EA	60	\$ 50.98	Powerseal 3121	MUELLER	500-12-0235	\$ 3,058.71	XIV
67052202008	Clamp, full circle, 2-inch, A.C., 2.82 OD x 7.5 wide single band.	EA	30	\$ 32.95	Powerseal 3121	MUELLER	500-07-0270	\$ 988.39	XIV
67052202057	Clamp, full circle, 2-inch, C.I., 2.82 OD x 12.5 wide single band.	EA	15	\$ 56.71	Powerseal 3121	MUELLER	500-12-0270	\$ 850.65	XIV
67052202107	Clamp, full circle, 2-inch, C.I., 3.17 OD x 7.5 wide single band.	EA	35	\$ 35.18	Powerseal 3121	MUELLER	500-07-0297	\$ 1,231.40	XIV
67052202156	Clamp, full circle, 2-inch, A.C., 3.17 OD x 12.5 wide single band.	EA	10	\$ 58.46	Powerseal 3121	MUELLER	500-12-0297	\$ 584.62	XIV
67052105201	Clamp, full circle, 3-inch, C.I., 3.80 OD x 7.5 wide single band.	EA	45	\$ 36.92	Powerseal 3121	MUELLER	500-07-0373	\$ 1,661.61	XIV
67052105300	Clamp, full circle, 3-inch, C.I., 3.80 OD x 12.5 wide single band.	EA	20	\$ 61.53	Powerseal 3122	MUELLER	500-12-0373	\$ 1,230.54	XIV
67052202206	Clamp, full circle, 3-inch, A.C., 4.13 OD x 7.5 wide single band.	EA	10	\$ 38.23	Powerseal 3122	MUELLER	500-07-0396	\$ 382.26	XIV
67052202305	Clamp, full circle, 4-inch, A.C., 4.74 to 5.57 OD x 7.5 wide double band.	EA	100	\$ 57.47	Powerseal 3121	MUELLER	510-07-0470	\$ 5,747.31	XIV

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
67052202354	Clamp, full circle, 4-inch, A.C., 4.74 to 5.57 OD x 12.5 wide double clamp.	EA	40	\$ 94.20	Powerseal 3121	MUELLER	510-12-0470	\$ 3,768.17	XIV
67052202404	Clamp, full circle, 6-inch, C.I., 6.84 to 7.64 OD x 12 wide double band.	EA	95	\$ 105.03	Powerseal 3121	MUELLER	510-12-0675	\$ 9,978.06	XIV
67052202453	Clamp, full circle, 6-inch, A.C., 6.84 to 7.64 OD x 8 wide double band.	EA	200	\$ 83.74	Powerseal 3122	MUELLER	510-09-0675	\$ 16,748.39	XIV
67052202503	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 7.5 wide double band.	EA	50	\$ 79.19	Powerseal 3122	MUELLER	510-07-0888	\$ 3,959.88	XIV
67052202552	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 12.5 wide double band.	EA	55	\$ 117.42	Powerseal 3122	MUELLER	510-12-0888	\$ 6,458.06	XIV
67052105409	Clamp, full circle, 12-inch, C.I., 13.20 OD x 15 wide double band.	EA	5	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 1,145.59	XIV
67052202602	Clamp, full circle, 12-inch, A.C., 13.50 to 14.30 OD x 16 wide double band.	EA	10	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 2,291.18	XIV
				\$ -				\$ -	
65933122106	Coupling, straight smooth tailpiece, 1 inch.	EA	1500	\$ 9.96	Mueller 1H10890	JAMES JONES	E130-1x2-5/8	\$ 14,935.48	XV
65933122007	Coupling, straight smooth tailpiece, 3/4 inch.	EA	1500	\$ 6.47	Mueller 07H10890	JAMES JONES	E130-3/4x2-1/2	\$ 9,709.68	XV
				\$ -				\$ -	
67052784005	Resetter for 5/8 x 3/4 inch meter, 7-inch high valve type.	EA	2800	\$ 58.88	Muller H 14118	MUELLER	H14118-5/8x3/4x7	\$ 164,868.82	XVI
67052784054	Resetter for 5/8 x 3/4 inch meter, 12-inch high valve type.	EA	300	\$ 63.76	Muller H 14118	MUELLER	H14118-5/8x3/4x12	\$ 19,129.03	XVI
67052784085	Resetter for 1 1/4 inch meter, 15 inches high Ford VV4615.	EA	100	\$ 826.20	Muller H 14124	MUELLER	H14124-1-1/2x15	\$ 82,620.43	XVI
67052784090	Resetter for 2 inch meter, 14 inches high Ford VV47-14.	EA	100	\$ 870.52	Muller H 14124	MUELLER	H14124-2x14	\$ 87,051.61	XVI
67052784070	Resetter for 1 inch x 1 inch meter, 12 inch high valve type.	EA	100	\$ 118.55	Muller H 14118	MUELLER	H14118-1x12	\$ 11,854.84	XVI
67052784104	Resetter for 5/8 inch x 3/4 inch meter, 15 inch high valve type.	EA	45	\$ 66.81	Muller H 14118	MUELLER	H14118-5/8x3/4x15	\$ 3,006.29	XVI
65954305754	Cast Iron Offset, 8 inch by 12 inch drop, MJ by PE (with a	EA	100	\$ 249.02	Sigma	SIGMA	MJOP0812	\$ 24,902.35	XVII
65906403004	Adapter flange coupling, 3 inch cast iron mechanical joint x flanged, with accessories, outside diameter 3.74	EA	100	\$ 81.23	Smith Blair 912	JCM	301-0396	\$ 8,122.58	XVII
65906408007	Adapter flange coupling, 6 inch cast iron mechanical joint x flanged, with accessories, outside diameter 6.84	EA	100	\$ 134.55	Smith Blair 912	JCM	301-0690	\$ 13,454.84	XVII
65906112001	Adapter flexible coupling 4" cast iron, Ford #FFCA range 4.70 - 4.91.	EA	50	\$ 107.48	Smith Blair 912	JCM	301-0480	\$ 5,374.19	XVII
67052930905	Clamp bell joint leak 12" C.J.P.	EA	10	\$ 240.86	Smith Blair 274	JCM	103-1320	\$ 2,408.60	XVII
72084023285	Coupling Madfit 6"	EA	400	\$ 103.70	Smith Blair 461	MUELLER	MRC0654	\$ 41,479.57	XVII
72084023285	Coupling Madfit 8"	EA	100	\$ 123.44	Smith Blair 461	MUELLER	MRC0654	\$ 12,344.09	XVII
72084023285	2" Brass Plug, 150#, SQ HD	EA	4	\$ 9.31	Smith Blair 461	MATCO-NORCA	518-2	\$ 37.25	XVII
72084023285	6" 316 SS Cap, SCH 10	EA	3	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" Flange Adapter, 150 #	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" ON x 6" STD Weld-O-Let	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	3" Copper Union	EA	1	\$ 242.65	Smith Blair 461	ELKHART	733-3	\$ 242.65	XVII
72084023285	3" Copper Adapter, Male	EA	1	\$ 48.09	Smith Blair 461	ELKHART	604-3	\$ 48.09	XVII
72084023285	6" Steel Tee, flanged	EA	1	\$ -	Smith Blair 461			\$ -	XVII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
65944903007	Gland 1100 series Megalug for 12" ductile iron pipe, with accessory kit.	EA	30	\$ 88.87	Sigma One Lok	TYLER UNION	TUFGRIP12-K	\$ 2,666.25	XVII
67052900908	Gland 1100 series Megalug for 4" ductile iron pipe, with accessory kit.	EA	120	\$ 27.63	Sigma One Lok	TYLER UNION	TUFGRIP04-K	\$ 3,315.00	XVII
67052754057	Gland 1100 series Megalug for 6" ductile iron pipe, with accessory kit.	EA	500	\$ 34.13	Sigma One Lok	TYLER UNION	TUFGRIP06-K	\$ 17,062.50	XVII
67052754107	Gland 1100 series Megalug for 8" ductile iron pipe, with accessory kit.	EA	50	\$ 46.50	Sigma One Lok	TYLER UNION	TUFGRIP08-K	\$ 2,325.00	XVII
	4" ID SCH 80 Black Iron Pipe, A106B, SMLS, PE	FT	21	\$ -	Not Available			\$ -	XVIII
	8.625" OD SCH 80 Carbon Steel Pipe, D, A252, ERW, BPE	FT	21	\$ -				\$ -	XVIII
	8.625" OD SCH 80 Carbon Steel Pipe, I, A53B, API5L/X42	FT	420	\$ -				\$ -	XVIII
	12.75" OD XH Carbon Steel Pipe, I, A106, SMLS	FT	42	\$ -				\$ -	XVIII
	12.75" OD XH Carbon Steel Pipe, I, A53B, API5L	FT	42	\$ -				\$ -	XVIII
	24" ID SCH 40 Carbon Steel Pipe, I A53B/API5L/X42, ERW	FT	21	\$ -				\$ -	XVIII
	6.625" OD SCH 40 Black Iron Pipe	FT	21	\$ -				\$ -	XVIII
	6.625" OD SCH 40 Black Iron Pipe	FT	21	\$ -				\$ -	XVIII
	6.625" OD SCH 40 304/304L Stainless Pipe, I, ERW, PE	FT	42	\$ -				\$ -	XVIII
	3" SCH 40 304/304L Stainless Pipe, I, ERW, PE, cut to length	FT	3	\$ -				\$ -	XVIII
	4" SCH 40 304/304L Stainless Pipe, I, ERW, PE, cut to length	FT	4	\$ -				\$ -	XVIII
	10" ID SCH 40 Black Iron Pipe, A53-B, ERW, PE	FT	10	\$ -				\$ -	XVIII
	2" ID SCH 40 Brass Pipe	FT	20	\$ -				\$ -	XVIII
	3" ID Copper Pipe, Type L Hard	FT	20	\$ -				\$ -	XVIII
	6" ID SCH 10 T-316 Stainless Welded Pipe PE	FT	60	\$ -				\$ -	XVIII
	10 in x20 Ft 0.277 Steel T&C, TBE	EA	4	\$ -				\$ -	XX
	8 in x20 Ft 0.277 Steel T&C, 3/4 Tapered NPT	EA	15	\$ -				\$ -	XX
	8 in x20 Ft 0.322 Steel T&C, 3/4 Tapered NPT	EA	10	\$ -				\$ -	XX
	6 in x20 Ft 0.280 Steel T&C, Tapered Thread	EA	4	\$ -				\$ -	XX
	6 in x5 Ft 0.277 Steel T&C, 3/16 TPR	EA	1	\$ -				\$ -	XX
	6 in x Cut to length 0.277 Steel Butt by PE TOE	EA	1	\$ -				\$ -	XX
	6 in x Cut to length 0.28 Steel Butt by PE TOE	EA	1	\$ -				\$ -	XX
	2 1/2" x 1 1/2" x20', T&S, Inner RH, LH Shaft	EA	4	\$ -				\$ -	XX
	2 1/2" x 1 11/16" x20', T&S, Inner RH, LH Shaft	EA	6	\$ -				\$ -	XX
	3 1/2" x 2 3/16" x20', T&S, LH Tube and Shaft	EA	1	\$ -				\$ -	XX

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
	4" Type "J"	EA	10	\$ -				\$ -	XXI
	12" Type "J"	EA	5	\$ -				\$ -	XXI
	Flange, 24 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 20 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 12 IN Steel 150#, RF/SO	EA	4	\$ -				\$ -	XXII
	Flange, 12 IN Steel 300#, FF Blind Flange	EA	2	\$ -				\$ -	XXII
	Flange, 16 IN Steel 150#, FF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 16 IN Steel 150#, RF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 20 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 24 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 2 1/2 IN Steel 150#, RF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 3 IN Steel AWWA Class-D, S/O	EA	1	\$ -				\$ -	XXII
	Flange, 4 IN Steel AWWA Class-D, S/O	EA	1	\$ -				\$ -	XXII
	Flange, 4 IN Steel 150#, Weld On flange	EA	1	\$ -				\$ -	XXII
	Flange, 6 IN Steel 150#, RF/SO	EA	9	\$ -				\$ -	XXII
	Flange, 6 IN 316 SS 150#, RF	EA	3	\$ -				\$ -	XXII
	Flange, 6 IN Steel Class D S/O	EA	1	\$ -				\$ -	XXII
	Flange, 8 IN Steel 150#, RF/SO	EA	6	\$ -				\$ -	XXII
	Nipple, 2 In x 10 In SCH 40 Steel	EA	1	\$ -				\$ -	XXIII
	Nipple, 2 In x 12 In SCH 40 Steel	EA	1	\$ -				\$ -	XXIII
	Nipple, 3 In x Closed BLK STD, TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 4 x 12 In BLK STD, TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 6 x 12 In XH BLK TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 8 x 16 In Steel PE x NPT	EA	1	\$ -				\$ -	XXIII
	Nipple, 8 5/8 x 12 In 0.500 BLK TOE x PE	EA	1	\$ -				\$ -	XXIII
	Nipple, 12 3/4 In x 4' 9-8/16 0.500 Steel 1A106 SMLS BPE	EA	1	\$ -				\$ -	XXIII
	Nipple, 2 In x 6 In Length SCH 40 T-304 SS	EA	2	\$ -				\$ -	XXIII
	Nipple, 2 In x 4 In Length SCH 40 T-304 SS	EA	2	\$ -				\$ -	XXIII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
	Steel Coupling, 1 IN Forged Steel 316 SS 3000#, SCRD FULL NPT	EA	3	\$ -				\$ -	XXV
	Steel Coupling, 2 IN Forged Steel T304 S/S 3000#, SCRD FULL	EA	3	\$ -				\$ -	XXV
	Steel Coupling, 2 IN Forged Steel 316 SS 3000#, SCRD FULL	EA	3	\$ -				\$ -	XXV
	Steel Coupling, 3 IN Copper CXC	EA	2	\$ -				\$ -	XXV
	Steel Coupling, 3 IN Forged Steel 316 SS 3000#, SCRD FULL NPT	EA	3	\$ -				\$ -	XXV
65924181400	Brass Bushing, 2 inch IP by 1 inch CC.	EA	100	\$ -	BB1A-74			\$ -	XXV
65924181210	Bushing, brass, 2 inch x 1-1/2 inch, female iron pipe x male iron pipe thread.	EA	100	\$ -	3020B15			\$ -	XXV
	4" x 3" Black Hex Head	EA	1	\$ -				\$ -	XXV
	6" x 5" Steel NPS x NPS	FT	1	\$ -				\$ -	XXV
65965701504	Excutor, ball bag, 1 inch x 1/4 inch.	EA	100	\$ -	3010R07			\$ -	XXVI
	Excubic Roducer 10 x 8 STD, Weld	EA	1	\$ -				\$ -	XXVI
	Excubic Roducer 4 x 3 Carbon Steel, STD, Weld	EA	1	\$ -				\$ -	XXVI
	Excubic Roducer 20" x 16", STD, Weld	EA	1	\$ -				\$ -	XXVI
	Excubic Roducer 4" x 2 1/2" Carbon Steel, STD, Weld	EA	2	\$ -				\$ -	XXVI
								\$ 2,066,040.79	
	All pricing shall also be submitted in an Excel file format (.xlsx) only on the same electronic media (Flash/Jump Drive). PDF copy of the pricing section will be sufficient grounds for the City to consider your offer to be non-compliant.								

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION
Complete this form per A.R. 4.11.**

Refer to the City Council Agenda Process Reference Guide for Assistance RCA 14-131r2

ACTION REQUESTED	Formal Action:	OR	Legal Document:
	Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other <input type="checkbox"/>		Ordinance <input checked="" type="checkbox"/> <i>Amend City Code?</i> <input type="checkbox"/> Resolution <input type="checkbox"/> Emergency Clause? <input type="checkbox"/> (for use only w/ord. or res. requests)

IMPACTED DISTRICT(S)	CITYWIDE	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?	<input type="checkbox"/>
SUBJECT	IFB15-158 INDUSTRIAL WATER PIPES AND MISCELLANEOUS FITTINGS – REQUIREMENTS CONTRACT		

REQUESTED AGENDA DATE	7/1/2015	PREPARED BY	Name	Chuck Garvey
			Department	Finance – Procurement
			Phone	261-8668

APPROVALS	Division Head:	Jim Campion	If prepared for another department: Department Name: Water Services
	Department Head:	Neal Young	

BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>
	Submitted by Low Bidder? <input checked="" type="checkbox"/>	Amount? _____
	Contract Required? <input type="checkbox"/>	Requisition No. _____

CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/>	Sole Source Contract? <input type="checkbox"/>
	If Yes, Current Contract No. _____	
	Approved by:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/>
		on Date: _____

BUDGET INFORMATION	\$ 1,792,457 annually	To Be Encumbered? <input type="checkbox"/>
	Source of Funds: AOF 062, 065	Fiscal Year? _____
	Water Fund; Val Vista WTP	
	Fund Center(s) (SAP-FM):	8422202000, 8422302000, 8422502000, 8422602000, 8425202000, 8423201000, 8423203020, 8423205000, 8424301000, 8422901000, 8422902000, 8423204000, 8423206000, 8423207000, 8423208000, 8423401000, 8423402000, 8423403000, 8423404000, 8423405000, 8423406000, 8423407000, 8425302000, 8425308000
Commitment Item(s) (SAP-FM):	520315, 520330	
Availability of Funds Approval	Rick Freas	

CITY MANAGER'S OFFICE	Approved by Karen Peters 6/19/15 (Corey Williams)	CM Control No. 81
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CITY CLERK DEPARTMENT	Council Action Taken: Adopted	
	Ordinance Number: S-41937	RCA No. 74885
	Resolution Number:	Contract No.
	Comments:	Meeting Date 7/1/2015
		Item No. 89

ITEM**CITYWIDE****IFB 15-158 - INDUSTRIAL
WATER PIPES AND
MISCELLANEOUS FITTINGS -
REQUIREMENTS CONTRACT**

Request to authorize the City Manager, or his designee, to enter into contracts with Arizona Waterworks Supply; Construction Product Marketing; Dana Kepner Company; Ferguson Waterworks; FWC Supply, LLC; HD Supply Waterworks; Thomas Pipe & Supply, LLC; and Tri Star Industrial, LLC to provide industrial water pipes and miscellaneous fittings for the Water Services Department. Authorization is also requested for the City Controller to disburse funds over the life of the contract in an amount not to exceed \$8,962,285.

The Water Services Department uses these items to repair and replace defective parts throughout the water and wastewater treatment plants, and water distribution system. The items needed include water elbows, fittings, pipe, nipples, bushings, reducers, clamps, stops, conversion tees, restetters, couplings, and miscellaneous items.

IFB 15-158 was conducted in accordance with Administrative Regulation 3.10. There were eight offers received by the Procurement Division on March 27, 2015. The contract was awarded by line item.

The Deputy Finance Director recommends the offers from Arizona Waterworks Supply; Construction Product Marketing; Dana Kepner Company; Ferguson Waterworks; FWC Supply, LLC; HD Supply Waterworks; Thomas Pipe & Supply, LLC; and Tri Star Industrial, LLC be accepted as the lowest priced, responsive and responsible offerors.

Financial Impact

The aggregate contract value including all option years will not exceed \$8,962,285, with an estimated annual expenditure of \$1,792,457. Funds are available in the Water Services Department's budget.

Contract Term

The initial one-year contract term shall begin on or about July 2, 2015 and end on June 30, 2016. Provisions of the contract include an option to extend the contract up to four additional years, in increments of up to one year, which will be exercised by staff if considered in the City's best interest to do so.

Responsible Department

This item is also recommended by Ms. Peters, the Water Services Director, and the Chief Financial Officer.

ORDINANCE S-41937

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO SEPARATE CONTRACTS WITH EIGHT FIRMS TO PROVIDE INDUSTRIAL WATER PIPES AND MISCELLANEOUS FITTINGS TO THE WATER SERVICES DEPARTMENT; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:

SECTION 1. That the City Manager, or his designee, is authorized to enter into separate contracts with eight firms, accepted as the lowest priced, responsive and responsible bidders, to provide industrial water pipes and miscellaneous fittings to the Water Services Department. The eight firms are as follows:

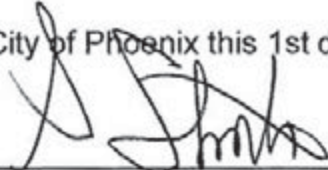
1. Arizona Waterworks Supply
2. Construction Product Marketing
3. Dana Kepner Company
4. Ferguson Waterworks
5. FWC Supply, LLC
6. HD Supply Waterworks
7. Thomas Pipe & Supply, LLC
8. Tri Star Industrial, LLC

Each contract term is for one year, starting on or about July 2, 2015 and ending June 30, 2016, and will contain four one-year options to extend, which will be exercised by staff if it is considered in the City's best interest to do so. The cost of the supplies, from

all contracts combined, is estimated to be ONE MILLION SEVEN HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$1,792,457.00) per year. The aggregate contract value will not exceed EIGHT MILLION NINE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$8,962,285.00), including all available options to extend for all contracts combined.

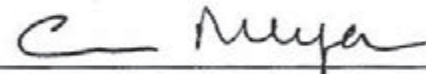
SECTION 2. That the City Controller is authorized to disburse the necessary funds for purposes of this ordinance in an amount not to exceed ONE MILLION SEVEN HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$1,792,457.00) per year, and in an aggregate amount of EIGHT MILLION NINE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$8,962,285.00), if all available options under the eight contracts are exercised.

PASSED by the Council of the City of Phoenix this 1st day of July, 2015.



MAYOR

ATTEST:



City Clerk

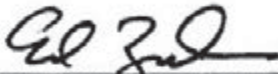


APPROVED AS TO FORM:




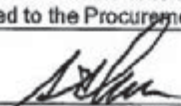


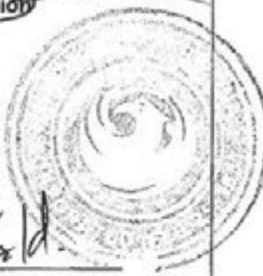
Acting City Attorney

REVIEWED BY:





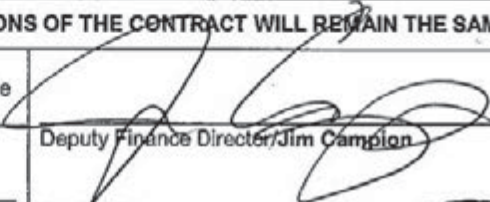
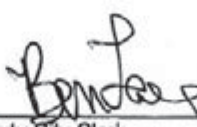

City Manager

PMN:ab 1189330 CM#81)(Item# 89) 7/1/15

	CONTRACT AMENDMENT	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Date: 12/15/15 Purchasing Contract #: IFB 15-158 SRM Contract #: 4701002106 City Clerk Contract #: 141069-0 Amendment Number: <u>1</u>	
Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Contractor: FWC Supply, Inc		
THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:		
<u>5.4 AUTHORIZED CHANGES</u> Pursuant to Section II Standard Terms and Conditions, Authorized Changes, the following items shall now be included:		
2015 DEC 29 PM 3:17 CITY CLERK DEPT.		
Buyer Name: Luis Rosas		
ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME		
Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.		
 _____ Signature	 Deputy Finance Director/ Jim Campion	
_____ STEVE HELML Typed/Printed Name and Title	ATTEST:  ACTING Deputy City Clerk	
Date: <u>12-24-15</u>		
APPROVED AS TO FORM Approved as to form this 7th day of August 2006 "This document has been approved as to form by the City Attorney and is on file with the City Clerk. It does not need to be submitted to the City Attorney for approval unless the form of document is altered." Page 1 of 1		

Item No	Description	Part Number	Unit Price
1	Straight coupling, ¾ inch, M I P by copper	Mueller H 15428	\$9.18
2	Straight coupling, 2 inch, F.I.P. X copper tubing size	Mueller H 15451	\$45.76
3	Straight coupling, 1-1/2 inch, M I P. X copper tubing size	Mueller H 15428	\$30.03
4	Straight coupling, 2 inch, M I P. X copper tubing size	Mueller H 15428	\$43.74
5	Straight coupling, 1-1/2 inch, copper tubing size (both ends)	Mueller H 15403	\$43.14

Revised 3/17/2015

	CONTRACT AMENDMENT	CITY OF PHOENIX Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Date: 3/12/16 Purchasing Contract #: IFB 15-158 SRM Contract #: 4701002106 City Clerk Contract #: 141069 Amendment Number: 2	
Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges etc. Contractor: FWC Supply LLC		
THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:		
EXTENSION Pursuant to Section III Special Terms and Conditions, Options to Extend, this contract is extended from July 1, 2016 through June 30, 2017.		
CITY CLERK DEPT. 2016 APR 12 PM 2:45		
Buyer Name: Luis Rosas		
ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME		
Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.		
 Signature	 Deputy Finance Director/Jim Campion	
Mike Childs Sales Manager Typed/Printed Name and Title	ATTEST:  Deputy City Clerk	
Date: 3/15/16		
APPROVED AS TO FORM Approved as to form this 7th day of August 2006 "This document has been approved as to form by the City Attorney and is on file with the City Clerk. It does not need to be submitted to the City Attorney for approval unless the form of document is altered." Page 1 of 1		



CONTRACT AMENDMENT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Date: 4/19/2016
Purchasing Contract #: IFB 15-158
SRM Contract #: 4701002106
City Clerk Contract #: 141069
Amendment Number: 3

Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges etc

Contractor: FWC Supply, LLC

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

ADD

Pursuant to Section III, Special Terms and Conditions, this contract shall now include Indemnification – Commodity Purchase – Vendor Delivery:

2016 MAY 12 PM 3:26

CITY CLERK DEPT.

Buyer Name: Luis Rosas

ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Purchasing Division.

Deputy Finance Director/Jim Campion

Signature

ATTEST:

Walter Roberts - General Manager
Typed/Printed Name and Title

Deputy City Clerk



Date: 04/21/16

APPROVED AS TO FORM

Approved as to form this 7th day of August 2006 Assistant City Attorney, Mary Finnerty

"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form of document is altered."



CONTRACT AMENDMENT

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Date: 4/19/2016
Purchasing Contract IFB 15-158
SRM Contract # 4701002106
City Clerk Contract #: 141069
Amendment Number: 3

Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges etc

Contractor: FWC Supply, LLC

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

INDEMNIFICATION:

(COMMODITY PURCHASE – CONTRACTOR DELIVERY)

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the purchase and or use of the commodity.

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

MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability Statutory

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

ADDITIONAL INSURANCE REQUIREMENTS:

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

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 any required endorsements are to be received and approved by the City 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 City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

APPROVAL:

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

(Revised 3/17/2015)



CONTRACT AMENDMENT

CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812

Effective Date 1/27/2017
Solicitation No. IFB 15-158
SRM/SAP Contract No. 4701002106
City Clerk Contract No. 141069
Amendment No. 4

Contract Title Water Elbows, Fittings, Pipe, Shafts, Flanges, etc.
Contractor Name Fortiline, Inc
Contractor E-mail cristi.brunns@fortiline.com
Buyer Name Lori Keller
Telephone No. (602) 509-8859
Buyer Email lori.keller@phoenix.gov

CITY CLERK DEPT.
2017 JUN 21 PM 3:09

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

FWC Supply, LLC has assigned all rights, interest, and obligations to Fortiline, Inc under the attached Assignment, Assumption, and Consent Agreement. Under the Contract's terms and conditions (§ 3, ¶ 12), the contract term is extended from July 1, 2017 through June 30, 2018.

ALL OTHER CONTRACT PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME

Fortiline, Inc.

City of Phoenix

Contractor acknowledges receipt of an agreement with the amendment. A signed copy must be returned to the **Water Services Department, Procurement**

Signature
Director Name: **Katheryn Sorensen**
Director Title: **Water Services Director**

Signature

Cristi L. BRUNNS
Printed Name

Municipal Saksparson
Title

Date: **6-5-17**

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Acting City Attorney **MRA**



**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
REGARDING CITY AGREEMENT NO. P-10494-20**

This Assignment, Assumption, and Consent Agreement Regarding City Agreement No. P-10494-20 (this "Agreement") is made and entered into, by and among the CITY OF PHOENIX, an Arizona municipal corporation (the "City"), FWC SUPPLY, LLC, a Texas limited liability company ("Assignor") and FORTILINE, INC., a South Carolina Corporation ("Assignee").

RECITALS

WHEREAS, City and Assignor entered into that certain City of Phoenix and FWC Supply Company, LLC agreement, City Agreement No. P-10494-20, dated July 22, 2015 (the "Underlying Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of its rights, interests, and obligations under the Underlying Agreement (the "Assignment"); and

WHEREAS, Assignee desires to assume all of said rights, interest, and obligations; and

WHEREAS, Assignor is required to obtain the City's prior written consent to the Assignment in order to effectuate the Assignment; and

WHEREAS, The City desires to grant such consent, subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of obligations set forth herein, the parties mutually agree as follows:

AGREEMENT

- 1. Consent.** City consents to the Assignment under the terms and conditions provided in this Agreement.
- 2. Assignment and Assumption.** Assignor hereby assigns to Assignee, and Assignee agrees to assume from Assignor, all of Assignor's rights, interest, and obligations in the Underlying Agreement. Assignee shall hereafter be bound by all of the obligations of the "CONTRACTOR" under and pursuant to the Underlying Agreement, and agrees to perform and observe all of the covenants and conditions contained in the Underlying Agreement to be performed by the "CONTRACTOR" thereunder.
- 3. Notices.** For purposes of Section V, page 31/33 of the Underlying Agreement ("Notice"), Assignee's contract information is as follows:

Fortiline, Inc.

Attn: Cristi Graca-Bruns
4863 E. Ingram Street
Mesa, Arizona 85205
Telephone: 480-265-3636
Email: cristi.bruns@fortiline.com

4. **Key Personnel.** The key personnel identified in Section V, page 31/33 of the Underlying Agreement is hereby changed to the following individual(s): Cristi Graca-Bruns
5. **Insurance.** A Certificate of Insurance for Assignee compliant with Exhibit 1 of the Underlying Agreement shall be provided by Assignee within three (3) business days of the effective date of this Agreement.

The remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last written below:

ASSIGNOR:

FWC SUPPLY, LLC, a Texas limited liability company

By: *John Tomasso*
John Tomasso, VP & Secretary

Date: 5/30/2017

ASSIGNEE:

FORTILINE, INC, a South Carolina Corporation

By: *John Tomasso*
John Tomasso, VP & Secretary

Date: 5/30/2017

CITY OF PHOENIX, a municipal corporation

ED ZUERCHER, City Manager

By: *Kathryn Sam*

Director
City of Phoenix, Procurement Division

Date: *[Signature]*

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Acting City Attorney **MRA**



2017 JUN 21 PM 3:08

CITY CLERK DEPT.

37

FORTILINE
WATERWORKS
a **MORSCO** company



4863 E. INGRAM STREET • MESA, AZ 85205 • TELEPHONE 480-265-3636 • FAX 480-497-0833

July 17, 2017

City of Phoenix
Finance Procurement
IFB15-158
251 W. Washington Street
8th Floor
Phoenix, AZ 85003

RE: IFB15-158

It has come to our attention that there has been an industry wide price increase on brass products as they pertain to the above mentioned IFB/Contract number. I have enclosed a copy of both Mueller and Ford's increase letter for your reference.

Since the inception of this contract, we have not passed on any price increases that Mueller had and we are asking for consideration of a 7% price increase as allowable in Section III – Special Terms and Conditions of Solicitation No. IFB15-158.

We are privileged to serve the City of Phoenix. We pride ourselves in providing the strongest customer service and highest quality material to our customers. We appreciate your consideration and look forward to a continued relationship.

Best regards,



Cristi Bruns

Outside Municipal Sales
Fortiline Waterworks
(480) 278-2753

KNOWLEDGE • EXPERIENCE • SERVICE

FOR ADDITIONAL LOCATIONS AND INFORMATION, VISIT US ON THE WEB AT WWW.FORTILINE.COM

April 19, 2017

TO OUR AWWA PRODUCT DISTRIBUTORS

Re: Price Increase Applying to
AWWA Brass products
Effective: May 22, 2017

Mueller Co. continues to see rising costs in the raw materials market related to the main components found in our brass products. As a result of these cost increases, we are announcing a price increase of approximately 10% effective Monday, May 22, 2017. This will be accomplished with a discount change as listed in the table below.

Brass & Related Products:

Discount Reduction:

Corp Stops & Valves, Service Fittings & Branch Connections, Copper Meter Yokes, Iron Yoke Products (Valves, Couplings, Insulated Service Brass, Check Valves, Meter Couplings, Brass Service Saddles	6.5 points
--	------------

The price change will be implemented as follows:

1. New discounts will apply to all orders received on or after May 22, 2017.
2. Material covered in fixed price contracts will be price protected. Quotes to contractors will not be price protected.
3. Orders received on or prior to May 19, 2017 with no shipping restrictions will be price protected.
4. Orders received with release dates beyond May 19, 2017 will be entered at the new price.

Your Sales Representative will be in contact with you prior to the effective date to review these increases and to answer any questions you may have.



Nick Peyton
VP, Marketing & Product Management





The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 260-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

May 25, 2017

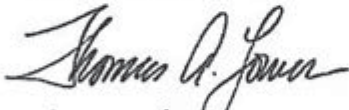
To Our Valued Customers:

We would like to notify you of our upcoming price increase and new price book that become effective June 30, 2017.

This will not represent an across-the-board price increase on all products. We will be increasing prices on Wabash products (brass saddles, no-lead brass, iron, and meter testing equipment) and most Pell City pipe products (clamps, couplings, saddles, and tapping sleeves). Prices will remain unchanged on our Uni-Flange[®] (joint restraint) products. The new prices will reflect a 7% increase on Wabash products. Most Pell City pipe products will see a 5% increase with some items increasing slightly more and others having no increase. The new price book will become effective at the end of the business day on Thursday, June 29, 2017. Orders received following this date will be entered at the new prices.

New price books will not be automatically mailed. For your convenience, we will have the updated information in an electronic format available prior to the effective date. Hard copies of the new price book will be available for downloading from our website, www.fordmeterbox.com, or may be requested through your Ford Meter Box Customer Service Manager.

Best regards,



Thomas A. Lower
Vice President and Senior Manager of Sales and Marketing



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. **FOB POINT**
Prices quoted shall be FOB destination and delivered, as required, to the following point(s):
Water Facilities locations and other public agencies within Maricopa County.
2. **PRICE**
All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB15-158, City of Phoenix, Finance Procurement, 251 West Washington Street, 8th Floor, Phoenix AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.
3. **TAX EXEMPTION**
Pursuant to A.R.S. § 42-5061 and Phoenix City Code § 14-110, pipes or valves four inches in diameter or larger used to transport oil, natural gas, artificial gas, water or coal slurry, including compressor units, regulators, machinery and equipment, fittings, seals and any other part that is used in operating the pipes or valves are exempt from the imposition of sales or use tax.
4. **PALLET CHARGE**
All pallets supplied shall be non-refundable, no deposit.
5. **CONTRACT AWARD**
The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.
6. **METHOD OF ORDERING (CONTRACT ORDER RELEASE)**
Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.
7. **METHOD OF INVOICING**
Invoice must include the following:
 - A. City purchase order number, requisition number, or contract agreement number.
 - B. Items listed individually by the written description and part number.
 - C. Unit price, extended and totaled.
 - D. Quantity ordered, back ordered, and shipped.
 - E. Applicable tax.
 - F. Invoice number and date.
 - G. Requesting department name and "ship-to" address.
 - H. Payment terms.

Fortiline Waterworks Inc

4863 East Ingram Street
Mesa, AZ 85205
Phone 602-647-3731

Wednesday, June 27, 2019

City of Phoenix – Water Services Department
200 West Washington Street, 9th Floor
Phoenix, Arizona 85003
Lori Keller, Contract Specialist II
602-261-8812
Lori.Keller@phoenix.gov

RE: Renewal of Contract Solicitation # IFB 15-158 Water, Elbows, Fittings, Pipe, Shafts, Flanges Contract # 4701004826

Lori,

Thank you for the opportunity to renew Contract #4701004826 Solicitation # IFB 15-158 Water, Elbows, Fittings, Pipe, Flanges, Shafts contract we currently hold with the City of Phoenix. We value your business and your continued support and would like to continue to do business with your city for this contract.

However, at this time the manufacturer Mueller(Jones) is requesting an increase for the above referenced contract that is nearing renewal and we do regret that it will be necessary for us at this time to request and submit for a price increase for the new term period commencing forward you are requesting 7/1/2019 through 6/30/2020 due to raw materials cost increases.

Due to this, we are asking at this time for a price increase submission and have attached our manufacturer's price increase letters and the reflected new pricing sheet due to the recent increase of this contract for your review.

As one of your primary waterworks material supplier/vendor, we value our partnership and appreciate conducting business with the City of Phoenix.

Sincerely,

Mike Ellis

Mike Ellis
Municipal Sales Representative
Fortiline Waterworks Inc
Mike.ellis@fortiline.com
602-647-3731



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Revised Submittal Forms Costs

(Rev. 7/1/18)

Item No.	City Stock No.	Description	Unit	Quantity	Current price	New Price	Current Manufacturer & Product No.	Offeror's Part No.	Offeror's Manufacturers Part No.	Total	Group	Proposed New Price
1	65933701024	Coupling, straight, 3/4" copper x 3/4" COP	EA	1500	11.22	11.93	Mueller H 15403	James Jones	E2609-34	\$17,895.00	III	\$12.52
2	65933701123	Coupling, straight, 1" copper x copper	EA	300	12.24	13.02	Mueller H 15403	James Jones	E2609-1	\$3,906.00	III	\$13.67
3	65933722020	Coupling, straight, 3/4" F. copper THD	EA	400	10.46	11.12	Mueller H 15071	James Jones	E2623-34	\$4,448.00	III	\$11.68
4	65933722129	Coupling, straight, 1" F. copper THD	EA	80	15.38	16.36	Mueller H 15071	James Jones	E2623-1	\$1,308.80	III	\$17.18
5	65933215108	Coupling, straight, 3/4" F.I.P. X copper compression	EA	100	9.85	10.47	Mueller H 15451	James Jones	E2607-34	\$1,047.00	III	\$10.99
6	65933764022	Coupling, straight, 3/4" female copper thread	EA	100	10.46	11.12	Mueller H 15071	James Jones	E2623-34	\$1,112.00	II	\$11.68
7	65933743125	Coupling, straight, 1" M.I.P. by copper compression	EA	350	10.87	11.56	Mueller H 15428	James Jones	E2605-1	\$4,046.00	III	\$12.14



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

8	65933323258	Coupling, straight, 1" M.I.P. thread to 1"	EA	50	16.61	17.67	Mueller H 15429	James Jones	E2606-1	\$883.50	III	\$18.55
9	67064916264	Stop flanged angel meter, 1 1/2"	EA	300	113.90	121.17	Ford FV43-666W	James Jones	E-4205-112	\$36,351.00	V	\$127.23
10	67064917270	Stop flanged angel meter, 2"	EA	530	146.24	155.57	Ford FV43-777W	James Jones	E-4205-2	\$82,452.10	V	\$163.35
11	67064916231	Stop angle meter, 1" pack joint (CTS)	EA	500	27.24	28.97	Ford KV43-444W	James Jones	E1527SN-1	\$14,485.00	V	\$3.04
12	67064907008	Stop curb, 3/4", female inlet and outlet I.P.	EA	5800	31.91	33.94	Mueller 10914	James Jones	E1900-34	\$196,852.00	VII	\$35.64
13	67064907057	Stop curb, 1", female inlet and outlet I.P.	EA	725	49.59	52.75	Mueller 10914	James Jones	E1900-1	\$38,243.75	VII	\$55.39
14	65973822011	Saddle, double strap, bronze, 3" A.C. X 3/4" C.S.T.	EA	80	17.63	18.75	Mueller DR2A	Mueller	DR2A0356CC075	\$1,500.00	XI	\$19.69
15	65973822110	Saddle, double strap, bronze, 3" A.C. X 1" C.S.T.	EA	4	17.63	18.75	Mueller DR2A	Mueller	DR2A0356CC100	\$75.00	XI	\$19.69
16	65933822218	Saddle, double strap, bronze, 4" A.C. X 3/4", C.S.T.	EA	300	58.03	61.73	Mueller BR2B	James Jones	J979-4X3/4	\$18,519.00	XI	\$64.82
17	65973822318	Saddle, double strap, bronze, 4"	EA	40	58.03	61.73	Mueller BR2B	James Jones	J979-4X1	\$2,469.20	XI	\$64.82



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

		A.C. X1" C.S.T.										
18	65973822417	Saddle, double strap, bronze, 6" A.C. X ¾" C.S.T.	EA	675	68.37	72.73	Mueller BR2B	James Jones	J979-6X3/4	\$49,092.75	XI	\$76.37
19	65973822516	Saddle, double strap, bronze, 6" A.C. X 1" C.S.T.	EA	110	68.37	72.73	Mueller BR2B	James Jones	J979-6X1	\$8,000.30	XI	\$76.37
20	65933122007	Coupling, straight, water meter, ¾" machine	EA	1500	6.47	6.88	Mueller 07H10890	James Jones	E130-34X2-1/2	\$10,320.00	XV	\$7.22
21	65933743026	Coupling, straight, ¾" M.I.P. by copper	EA	1250	9.18	9.99	Mueller H 15428	James Jones	E2605-34	\$12,487.50	III	\$10.49
22	67052312005	Coupling, straight, 1 ½" female iron pipe	EA	100	38.40	40.85	Mueller H 15451	James Jones	E-2607-112	\$4,085.00	III	\$42.89
23	67052323507	Coupling, straight, 1 1/2" male iron pipe	EA	230	30.03	31.94	Mueller H 15428	James Jones	E-2605-112	\$7,346.20	III	\$33.54
24	67052323754	Coupling, straight, 2" male iron pipe	EA	400	43.74	46.53	Mueller H 15428	James Jones	E-2605-2	\$18,612.00	III	\$48.86
25	67052334009	Coupling, straight, 1 1/2" copper tubing size	EA	500	43.14	45.89	Mueller H 15403	James Jones	E-2609-112	\$22,945.00	III	\$48.18
26	67052312500	Coupling, straight, 2" female iron	EA	250	45.76	48.68	Mueller H 15451	James Jones	E-2607-2	\$12,170.00	III	\$51.11



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

27	67052334306	pipe Coupling, straight, 2" compression to 2"	EA	900	58.26	61.97	Mueller H 15403	James Jones	E-2609-2	\$55,773.00	III
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\$71.37



CONTRACT AMENDMENT (OPTIONAL RENEWAL)

CITY OF PHOENIX

Water Services Department
200 W Washington Street
9th Floor
Phoenix, AZ 85003

Effective Date: July 1, 2019
Solicitation No.: IFB 15-158
SRM/SAP Contract No.: 4701004826
City Clerk Contract No.: 141069
Amendment No.: 6

Contract Title: **Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops, Conversion Tees, Resetters, Couplings, and Miscellaneous Items**

Buyer Name: **Lori Keller**

Contractor Name **Fortiline, Inc.**
OR Contact:

Telephone No.: **602.261.8812**

Contractor E-mail: Mike.ellis@fortiline.com

Buyer E-mail: Lori.keller@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

Under § III (Special Terms and Conditions), ¶ 12 (Option to Extend), the contract term is extended from July 1, 2019 through June 30, 2020.

Except as otherwise amended, all other terms and conditions of the Contract and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Contract, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Contract will govern to the extent necessary to support the intent of the Contract.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to Procurement in the Water Services Department.

Mike Ellis

Signature

Mike Ellis

Printed Name

Municipal Sales Representative

Title

Date: 6-27-2019

City of Phoenix, a municipal corporation
Ed Zuercher, City Manager

By: _____

Kathryn Sorensen
Water Services Director

ATTEST:

City Clerk

Approved as to form this 9th day of January 2018. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



Mueller Company
500 W. Eldorado Street
Decatur, IL 62522

phone: 800-423-1323
fax: 800-871-2195
muellercompany.com

March 4, 2019

TO MUELLER & JONES WATER DISTRIBUTION PRODUCT CUSTOMERS

RE: Price Increase Applying to:
AWWA Service Products
Effective: April 1, 2019

Mueller® and Jones® continues to see rising costs related to purchased component parts, labor, freight and medical expenses. As a result of these increases, we are announcing a price increase of approximately 5% effective Monday, April 1, 2019. This will be accomplished with a list price increase/discount change for the following products:

Brass & Related Service Line Products:

Corp Stops & Curb Valves & Related Products,
Service Fittings & Branch Connections,
Copper Meter Yokes, Iron Yoke Products (Valves, Couplings),
Insulated Service Brass, Check Valves, Meter Couplings,
Cast Iron Meter Boxes & Brass Components,
Plastic Meter Boxes & Related Products,
Fabricated Stainless Steel and Carbon Steel Tap Sleeves,
All Service Saddles

This price change will be implemented as follows:

1. New discounts will apply to all orders received on or after April 1, 2019.
2. Material covered in municipal fixed price contracts will be price protected. Quotes to contractors will not be price protected.
3. Orders received prior to April 1, 2019 with no shipping restrictions will be price protected.
4. Orders received with release dates beyond April 1, 2019 will be entered at the new price.

New list price pages and discount schedule are being prepared and will be available in PDF format from Mueller Customer Service in early March.

Your Territory Manager will be in contact with you to review these increases and to answer any questions.

Dave Cole
Product Manager

Mike Lindgren
VP - Distribution



The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 260-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

March 1, 2019

To Our Valued Customers,

The Ford Meter Box Company, Inc. would like to notify you of our upcoming price increase and new price book that will become effective March 29, 2019.

This will not represent an across-the-board price increase on all products. Our primary goal is to publish a new price book that will allow us to return all catalog sections to a single discount (multiplier). In many instances, we will adjust list prices and discounts, but your net cost will remain the same.

However, due to escalating costs we find it necessary to increase prices on brass material manufactured in our Wabash, Indiana, facility. Brass saddles and no-lead brass material will increase 5%. This will be implemented with a list price and discount adjustment. Please see the enclosed distributor discount page for your new discount.

New price books will not be automatically mailed. For your convenience, we will have the updated information available in an electronic format prior to the effective date. Hard copies of the new price book will be available for downloading from our website, www.fordmeterbox.com, on March 29, 2019.

We would like to thank you for your continued support of The Ford Meter Box Company. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,

Tom Lower
Vice President
Senior Manager of Sales and Marketing



To: A.Y. McDonald Water Works Customers
From: Charles "Chip" Piekenbrock
Date: March 5, 2019
RE: Water Works Price Increase Effective April 9, 2019

A.Y. McDonald Mfg. Co. will be implementing a price increase effective April 9, 2019 on all Water Works Brass and No-Lead Brass products. These products will increase by approximately 5%. This price increase does not affect A.Y. McDonald Mfg. Co. Pump, Plumbing, or Natural Gas products. Rising costs necessitate the need for this change, which will be implemented through a combination of list price and discount/multiplier adjustments. Should you need assistance with this change, contact your Territory Manager or our Customer Service Department at 1-800-292-2737.

All orders received on or after April 9, 2019 will be subject to the increased price levels. Existing fixed price contracts will be honored through the expiration date of that quotation.

Excel and PDF files of the new pricing will be available on our website prior to the effective date. If you would like a link sent to you automatically when it becomes available, please visit our homepage at aymcdonald.com or contact your sales representative and sign up for A.Y. Alerts. By signing up for A.Y. Alerts, you will always be the first to get any pertinent information relevant to A.Y. McDonald Mfg. Co.! New price books will be available in the months to come.

For our distribution customers, you may check your item net pricing after the effective date via our customer portal at aymcdonald.com. In the upper right corner of your screen, "login" to your customer account, add products to your shopping cart, and see your item net pricing for any A.Y. McDonald Mfg. Co. products. Should you need assistance logging into our customer portal, please contact our Customer Service Department at 1-800-292-2737.

The A.Y. McDonald Family thanks you for your support of our 163-year-old business. Please contact your Territory Manager or myself directly with any questions you may have.

Sincerely,

Charles "Chip" Piekenbrock
Vice President of Sales



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: 051-574-302
 052-575-302
 052-576-302

Email Confirmation (\$5,000 or less)
 Written / Fax / Email (Mandatory over \$5,000 bids attached)

Date Prepared: 7/8/2019
 Prepared By: SUSAN JONAS

Bid Title: Formal Sealed Bid : Written Bid:
 OF PHOENIX COOPERATIVE CONTRACT # 4701004826

Open Date:
 Close Date:
 Item(s) (Include quality, Brand, Model & Color):

BLANKET PURCHASE ORDER FOR FY 2019 - 2020, USING THE CITY OF PHOENIX'S COOPERATIVE CONTRACT 4701004826, WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, ETC. FOR WATER AND EASTWATER PROJECTS JULY 1, 2019 THROUGH JUNE 30, 2020.

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Unit Price	Extended Price	Comments
1	Name:	FORTILINE INC (2164)	Contact:	MIKE ELLIS	Per City of Tucson Cooperative Contract # 140984-02		\$ 250,000.00	WATER DEPT \$200,000 SWWTP \$25,000 NWWTP \$25,000 OPERATING SUPPLIES ONLY
	Address:	4863 E INGRAM STREET MESA, AZ 85205	Phone:	602-847-3731				
	Quote #:	COOP # 4701004826	Fax:					
	Received:		Email:	Mike.ellis@fortiline.com				
				REQ #:	54836	PO #:		
				Date Notified of Decision:				
2	Name:		Contact:				\$ -	
	Address:		Phone:					
	Quote #:		Fax:					
	Received:		Email:					
				REQ #:		PO #:		
				Date Notified of Decision:				
3	Name:		Contact:				\$ -	
	Address:		Phone:					
	Quote #:		Fax:					
	Received:		Email:					
				REQ #:		PO #:		
				Date Notified of Decision:				

Attach additional page(s), if necessary.

Vendor Selected: FORTILINE INC.
 Justification (if not lowest bid):
 CITY OF PHOENIX COOPERATIVE CONTRACT 4701004826. RCA TO COUNCIL 8.5.2019.

Department Head Approval:		Date:	7/18/19
Finance Director Approval:		Date:	7/18/19
Town Manager Approval:		Date:	7/27/19

Exhibits Attached: CITY OF PHOENIX IFB 15-158
 CITY OF PHOENIX CONTRACT 141069 - WITH RENEWAL EXPIRING 6.30.2020

If over \$24,999, must go to Town Council for approval.
 Attach this approved form to purchase request with written quotes, if applicable.

TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF THE CITY OF PHOENIX CONTRACT SOLICITATION #
IFB 15-158, CONTRACT # 4701004826 141069 WATER ELBOWS, FITTINGS, PIPES, SHAFTS,
FLANGES ETC.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 5th day of August, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Fortiline Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Phoenix Contract Solicitation # IFB 15-158, Contract # 4701004826 for Water Elbows, Fittings, Pipes, Shafts, Flanges, Etc. Item-Requirements Contract and Contract Amendment dated July 1, 2019. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide Water Elbows, Fittings, Pipe, Shafts, Flanges, Etc per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (City of Phoenix Contract Solicitation # IFB 15-158, Contract # 4701004826 for Water Elbows, Fittings, Pipes, Shafts, Flanges, Etc. Item-Requirements Contract and Contract Amendment dated July 1, 2019. Items-Requirements Contract and Contract Amendment dated July 1, 2019) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City of Phoenix", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to "Pinal County"; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - ≠ City of Phoenix Contract Solicitation # IFB 15-158
 - ≠ City of Phoenix Contract Fortiline Inc Contract # 4701004826
 - ≠ Town of Florence Cooperative Cover Contract with Exhibit 1

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$250,000**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.

10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.

11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

Town: Town of Florence
Town Clerk
PO Box 2670
Florence AZ 85132; and

Contractor: Fortiline Inc.
Mike Ellis
4863 E. Ingram Street
Mesa, AZ 85205
(602) 647-3731
Mike.ellis@fortiline.com

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney’s fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor’s subcontractors related to the Goods or Services in the performance of this Contract. Contractor’s duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor’s acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor’s subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town’s acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town’s reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current

manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____

EXHIBIT "1"

	CONTRACT AMENDMENT	CITY OF PHOENIX Purchasing Division 200 W. Washington St., 9th Floor Phoenix, Arizona 85003 Phone: (602) 261-8812
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Revised Submittal Forms Costs (Rev. 7/1/18)

Item No.	City Stock No.	Description	Unit	Quantity	Current price	New Price	Current Manufacturer & Product No.	Offeror's Part No.	Offeror's Manufacturers Part No.	Total	Group	Proposed New Price
1	65933701024	Coupling, straight, 3/4" copper x 3/4" COP	EA	1500	11.22	11.93	Mueller H 15403	James Jones	E2609-34	\$17,895.00	III	\$12.52
2	65933701123	Coupling, straight, 1" copper x copper	EA	300	12.24	13.02	Mueller H 15403	James Jones	E2609-1	\$3,906.00	III	\$13.67
3	65933722020	Coupling, straight, 3/4" F. copper THD	EA	400	10.46	11.12	Mueller H 15071	James Jones	E2623-34	\$4,448.00	III	\$11.68
4	65933722129	Coupling, straight, 1" F. copper THD	EA	80	15.38	16.36	Mueller H 15071	James Jones	E2623-1	\$1,308.80	III	\$17.18
5	65933215108	Coupling, straight, 3/4" F.I.P. X copper compression	EA	100	9.85	10.47	Mueller H 15451	James Jones	E2607-34	\$1,047.00	III	\$10.99
6	65933764022	Coupling, straight, 3/4" female copper thread	EA	100	10.46	11.12	Mueller H 15071	James Jones	E2623-34	\$1,112.00	II	\$11.68
7	65933743125	Coupling, straight, 1" M.I.P. by copper compression	EA	350	10.87	11.56	Mueller H 15428	James Jones	E2605-1	\$4,046.00	III	\$12.14



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

8	65933323258	Coupling, straight, 1" M.I.P. thread to 1"	EA	50	16.61	17.67	Mueller H 15429	James Jones	E2606-1	\$883.50	III	\$18.55
9	67064916264	Stop flanged angel meter, 1 1/2"	EA	300	113.90	121.17	Ford FV43-666W	James Jones	E-4205-112	\$36,351.00	V	\$127.23
10	67064917270	Stop flanged angel meter, 2"	EA	530	146.24	155.57	Ford FV43-777W	James Jones	E-4205-2	\$82,452.10	V	\$163.35
11	67064916231	Stop angle meter, 1" pack joint (CTS)	EA	500	27.24	28.97	Ford KV43-444W	James Jones	E1527SN-1	\$14,485.00	V	\$3.04
12	67064907008	Stop curb, 3/4", female inlet and outlet I.P.	EA	5800	31.91	33.94	Mueller 10914	James Jones	E1900-34	\$196,852.00	VII	\$35.64
13	67064907057	Stop curb, 1", female inlet and outlet I.P.	EA	725	49.59	52.75	Mueller 10914	James Jones	E1900-1	\$38,243.75	VII	\$55.39
14	65973822011	Saddle, double strap, bronze, 3" A.C. X 3/4" C.S.T.	EA	80	17.63	18.75	Mueller DR2A	Mueller	DR2A0356CC075	\$1,500.00	XI	\$19.69
15	65973822110	Saddle, double strap, bronze, 3" A.C. X 1" C.S.T.	EA	4	17.63	18.75	Mueller DR2A	Mueller	DR2A0356CC100	\$75.00	XI	\$19.69
16	65933822218	Saddle, double strap, bronze, 4" A.C. X 3/4", C.S.T.	EA	300	58.03	61.73	Mueller BR2B	James Jones	J979-4X3/4	\$18,519.00	XI	\$64.82
17	65973822318	Saddle, double strap, bronze, 4"	EA	40	58.03	61.73	Mueller BR2B	James Jones	J979-4X1	\$2,469.20	XI	\$64.82



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

		A.C. X1" C.S.T.										
18	65973822417	Saddle, double strap, bronze, 6" A.C. X ¾" C.S.T.	EA	675	68.37	72.73	Mueller BR2B	James Jones	J979-6X3/4	\$49,092.75	XI	\$76.37
19	65973822516	Saddle, double strap, bronze, 6" A.C. X 1" C.S.T.	EA	110	68.37	72.73	Mueller BR2B	James Jones	J979-6X1	\$8,000.30	XI	\$76.37
20	65933122007	Coupling, straight, water meter, ¾" machine	EA	1500	6.47	6.88	Mueller 07H10890	James Jones	E130-34X2-1/2	\$10,320.00	XV	\$7.22
21	65933743026	Coupling, straight, ¾" M.I.P. by copper	EA	1250	9.18	9.99	Mueller H 15428	James Jones	E2605-34	\$12,487.50	III	\$10.49
22	67052312005	Coupling, straight, 1 ½" female iron pipe	EA	100	38.40	40.85	Mueller H 15451	James Jones	E-2607-112	\$4,085.00	III	\$42.89
23	67052323507	Coupling, straight, 1 1/2" male iron pipe	EA	230	30.03	31.94	Mueller H 15428	James Jones	E-2605-112	\$7,346.20	III	\$33.54
24	67052323754	Coupling, straight, 2" male iron pipe	EA	400	43.74	46.53	Mueller H 15428	James Jones	E-2605-2	\$18,612.00	III	\$48.86
25	67052334009	Coupling, straight, 1 1/2" copper tubing size	EA	500	43.14	45.89	Mueller H 15403	James Jones	E-2609-112	\$22,945.00	III	\$48.18
26	67052312500	Coupling, straight, 2" female iron	EA	250	45.76	48.68	Mueller H 15451	James Jones	E-2607-2	\$12,170.00	III	\$51.11



CONTRACT AMENDMENT

**CITY OF PHOENIX
Purchasing Division
200 W. Washington St., 9th Floor
Phoenix, Arizona 85003
Phone: (602) 261-8812**

Proposed
New Price

27	67052334306	pipe Coupling, straight, 2" compression to 2"	EA	900	58.26	61.97	Mueller H 15403	James Jones	E-2609-2	\$55,773.00	III
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\$71.37



CONTRACT AMENDMENT (OPTIONAL RENEWAL)

Effective Date: July 1, 2019
Solicitation No.: IFB 15-158
SRM/SAP Contract No.: 4701004826
City Clerk Contract No.: 141069
Amendment No.: 6

CITY OF PHOENIX
Water Services Department
200 W Washington Street
9th Floor
Phoenix, AZ 85003

Contract Title: **Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops, Conversion Tees, Resetters, Couplings, and Miscellaneous Items**

Contractor Name **Fortiline, Inc.**
OR Contact:

Contractor E-mail: Mike.ellis@fortiline.com

Buyer Name: **Lori Keller**

Telephone No.: **602.261.8812**

Buyer E-mail: Lori.keller@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

Under § III (Special Terms and Conditions), ¶ 12 (Option to Extend), the contract term is extended from July 1, 2019 through June 30, 2020.

Except as otherwise amended, all other terms and conditions of the Contract and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Contract, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Contract will govern to the extent necessary to support the intent of the Contract.

ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to Procurement in the Water Services Department.

Mike Ellis

Signature

Mike Ellis

Printed Name

Municipal Sales Representative

Title

Date: 6-27-2019

City of Phoenix, a municipal corporation
Ed Zuercher, City Manager

By: _____

Kathryn Sorensen
Water Services Director

ATTEST:

City Clerk

Approved as to form this 9th day of January 2018. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



Mueller Company
500 W. Eldorado Street
Decatur, IL 62522

phone: 800-423-1323
fax: 800-871-2195
muellercompany.com

March 4, 2019

TO MUELLER & JONES WATER DISTRIBUTION PRODUCT CUSTOMERS

RE: Price Increase Applying to:
AWWA Service Products
Effective: April 1, 2019

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Corp Stops & Curb Valves & Related Products,
Service Fittings & Branch Connections,
Copper Meter Yokes, Iron Yoke Products (Valves, Couplings),
Insulated Service Brass, Check Valves, Meter Couplings,
Cast Iron Meter Boxes & Brass Components,
Plastic Meter Boxes & Related Products,
Fabricated Stainless Steel and Carbon Steel Tap Sleeves,
All Service Saddles

This price change will be implemented as follows:

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3. Orders received prior to April 1, 2019 with no shipping restrictions will be price protected.
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Your Territory Manager will be in contact with you to review these increases and to answer any questions.

Dave Cole
Product Manager

Mike Lindgren
VP - Distribution



The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 260-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

March 1, 2019

To Our Valued Customers,

The Ford Meter Box Company, Inc. would like to notify you of our upcoming price increase and new price book that will become effective March 29, 2019.

This will not represent an across-the-board price increase on all products. Our primary goal is to publish a new price book that will allow us to return all catalog sections to a single discount (multiplier). In many instances, we will adjust list prices and discounts, but your net cost will remain the same.

However, due to escalating costs we find it necessary to increase prices on brass material manufactured in our Wabash, Indiana, facility. Brass saddles and no-lead brass material will increase 5%. This will be implemented with a list price and discount adjustment. Please see the enclosed distributor discount page for your new discount.

New price books will not be automatically mailed. For your convenience, we will have the updated information available in an electronic format prior to the effective date. Hard copies of the new price book will be available for downloading from our website, www.fordmeterbox.com, on March 29, 2019.

We would like to thank you for your continued support of The Ford Meter Box Company. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,

Tom Lower
Vice President
Senior Manager of Sales and Marketing



To: A.Y. McDonald Water Works Customers
From: Charles "Chip" Piekenbrock
Date: March 5, 2019
RE: Water Works Price Increase Effective April 9, 2019

A.Y. McDonald Mfg. Co. will be implementing a price increase effective April 9, 2019 on all Water Works Brass and No-Lead Brass products. These products will increase by approximately 5%. This price increase does not affect A.Y. McDonald Mfg. Co. Pump, Plumbing, or Natural Gas products. Rising costs necessitate the need for this change, which will be implemented through a combination of list price and discount/multiplier adjustments. Should you need assistance with this change, contact your Territory Manager or our Customer Service Department at 1-800-292-2737.

All orders received on or after April 9, 2019 will be subject to the increased price levels. Existing fixed price contracts will be honored through the expiration date of that quotation.


Excel and PDF files of the new pricing will be available on our website prior to the effective date. If you would like a link sent to you automatically when it becomes available, please visit our homepage at aymcdonald.com or contact your sales representative and sign up for A.Y. Alerts. By signing up for A.Y. Alerts, you will always be the first to get any pertinent information relevant to A.Y. McDonald Mfg. Co.! New price books will be available in the months to come.

For our distribution customers, you may check your item net pricing after the effective date via our customer portal at aymcdonald.com. In the upper right corner of your screen, "login" to your customer account, add products to your shopping cart, and see your item net pricing for any A.Y. McDonald Mfg. Co. products. Should you need assistance logging into our customer portal, please contact our Customer Service Department at 1-800-292-2737.

The A.Y. McDonald Family thanks you for your support of our 163-year-old business. Please contact your Territory Manager or myself directly with any questions you may have.

Sincerely,

Charles "Chip" Piekenbrock
Vice President of Sales

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: August 5, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, Public Works Director/ Town Engineer SUBJECT: Professional Services Contract with Coolidge Engine and Pump, for Deep Well and Well Pump Maintenance and Repair		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval to enter into a Professional Services Contract with Coolidge Engine and Pump, for Deep Well and Well Pump Maintenance and Repair between July 1, 2019 and June 30, 2021, in an amount not to exceed \$300,000.

BACKGROUND/DISCUSSION:

On June 19, 2019, the Town advertised an RFP for Deep Well and Well Pump Maintenance. The Town is seeking to enter into a multi-year term contract with Coolidge Engine and Pump LLC, to perform maintenance and repairs on deep wells and well pumps at Town-owned wells and well facilities located within the Town’s water service area. The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings, decommissioning wells, and other related services.

A VOTE OF NO WOULD MEAN:

A vote of no would delay maintenance services and repairs to the water and wastewater systems.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean quicker maintenance services and repairs to the water and wastewater systems.

FINANCIAL IMPACT:

The cost to provide services shall not exceed \$300,000

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

Town of Florence RFP # 2019001

Coolidge Engine and Pump LLC Bid Response

Bid Tabulation

Town of Florence Professional Service Contract # 2019001 w/ Exhibit 1



Request for Proposals
Deep Well and Well Pump Maintenance
and Repair Services
RFP Number: 2019001
Date: June 19, 2019

Town of Florence
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov



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INVITATION TO BID



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town of Florence until **10:00 AM, Local Time, July 10, 2019** to provide **Deep Well and Well Pump Maintenance and Repair Services**.

Brief Description: This Request for Proposals will be for a two-year term contract for deep well and well pump maintenance and repair services to include pulling/repairing deep well pumps, videoing wells, brushing and bailing well casings and other related services.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at www.florenceaz.gov/solicitations.

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Florence's Procurement Policies and Rules are available on the Town's website: www.florenceaz.gov.

For questions regarding this solicitation, please email Administrative Assistant, Susan Jonas at susan.jonas@florenceaz.gov.

Thank You,



Christopher A. Salas, P.E.
Public Works Director

INSTRUCTIONS TO BIDDERS

**Request for Proposals
Deep Well and Well Pump Maintenance
And Repair Services
RFP Number: 2019001**

I.1 SUBMITTAL DUE DATE & TIME

July 10, 2019, 10:00 am

The Town will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the Town and will not be returned except in the case of a late submission. Respondent names, as read at the proposal opening, will be posted on the Town's website. Once a contract has been executed by the Town, proposals are available for inspection by contacting the Town of Florence Finance Department.

I.2 LATE PROPOSALS - The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the Town of Florence, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Florence, Arizona local times. The proposer agrees to accept the time stamp in the Town Clerk's Office as the official time.

I.3 PROPOSAL FIRM TIME 120 Days from Opening Proposal shall remain firm and unaltered after opening for the number of days shown above. The Town may accept the proposal, subject to successful contract negotiations, at any time during this time.

I.4 SUBMITTAL LOCATION / ISSUING OFFICE - Proposals will be received publicly at this address. Proposers may mail or hand - delivered proposals. E-mail or fax submissions will not be accepted.

*Town of Florence, Town Clerk's Office
775 N. Main Street, Florence, AZ 85132
Telephone: (520) 868-7551
Website: <https://www.florenceaz.gov/rfp>*

No responsibility will attach to the Town of Florence, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

I.4 MANDATORY VENDOR PRE - RFQ CONFERENCE MEETING / SITE VISIT

June 27, 2019 10:00am

Location: 425 E Ruggles Street, Florence AZ

Immediately following the Pre - RFQ Conference, vendors are invited to attend a site visit at three (3) local well sites to get a feel for basic set-up and working conditions. (Vendors are responsible for providing their own transportation)

Well Site 3B:	425 E Ruggles Street
Well Site 4:	425 E Ruggles Street
Well Site 5:	565 S. Quartz Street
Well Site 1:	19455 N. Pinal Parkway
Well Site 2B:	19455 N. Pinal Parkway

The conference/site visit provides interested parties an opportunity to discuss the Town's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

I.5 FORM AND CONTENT OF PROPOSALS - Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and two (2) copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the Town. The proposal must provide all information requested and must address all points. The Town does not encourage exceptions. The Town is not required to grant exceptions and depending on the exception, the Town may reject the proposal.

I.6 RESPONSIBILITY TO READ AND UNDERSTAND - Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a Contractor suspects an error, omission or discrepancy in this solicitation, the Contractor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The Town is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The Town will not be responsible for any proposer errors or omissions.

- I.7 LOBBYING PROHIBITION** - Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting or, study session.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement including but not limited to pre-proposal conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive Contractors.

Violations of this provision shall be reported to the Finance Director. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- I.8 GENERAL OR BID PROCESS QUESTIONS** - All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Public Works Department. Administrative Assistant as listed on Page 2. Questions should be submitted in writing via email.

Questions Due Date and Time: *July 1, 2019 by 2:00 pm*

- I.9 ADDENDA / CLARIFICATIONS** - Any changes to the specifications will be in the form of an addendum. Addenda for the Questions / Answers will be posted on *July 3, 2019 by 2:00pm* via the Town's Website. Contractors are cautioned to check the Town's Website for addenda and clarifications prior to submitting their proposal. The Town cannot be held responsible if a Contractor fails to receive any addenda issued. The Town will not be responsible for any oral changes to these specifications made by any employees or officer of the Town. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

- I.10 COMMENCEMENT OF WORK** - If proposer begins any billable work prior to the Town's final approval and execution of the contract, proposer does so at its own risk.

- I.11 SPECIFICATIONS** - Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the Town's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the proposer. The Town reserves the right to reject proposals that the Town deems unacceptable.

- I.12 MODIFICATION / WITHDRAWAL OF PROPOSAL** - Written requests to modify or withdraw the proposal received by the Town prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the proposal opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the proposal opening shall be allowed solely at the Town's discretion.
- I.13 DEBARMENT DISCLOSURE** - If the Contractor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Sub-Contractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- I.14 RESERVATIONS** - The Town reserves the right to reject any or all proposals or any part thereof; to re-issue the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The Town may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The Town is charged by the Town Code to make an award that is in the best interest of the Town. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Town's discretion and made to favor the Town. No binding contract will exist between the proposer and the Town until the Town executes a written contract or purchase order.
- I.15 OFFICIAL SOLICITATION DOCUMENT** - Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the Town. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the Town. The copy maintained and published by the Town will be the official solicitation document.

I.16 COPYING OF PROPOSALS - Proposer hereby grants the Town permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The Town's right to copy shall be for internal use in evaluating the proposal.

I.17 CONTRACTOR ETHICS - It is the policy of the Town to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the Town also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any Town employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a Town Contract.

I.18 GIFTS - The Town will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The Town may request product samples from Contractors for product evaluation.

I.19 PROTESTS AND APPEALS - If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the Town improperly rejected its proposal, and/or believes the selected proposal is not in the Town's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the Town of Florence Procurement Rules ("Procurement Rules"). Please see the Town of Florence's Purchasing Policy for more information; if there exists any discrepancy in this Section E.1 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the proposal opening must be filed with the Procurement Officer no later than 5:00 p.m. four (4) calendar days before Proposal Opening. Protests that only become apparent after the Proposal Opening must be filed within the earlier of seven (7) calendar days after: (i) The protestor knows or should have known the basis of the protest; or (ii) the date the Town issues a Notice of Intent to Award. Protests that only become apparent after the Town issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the Town Manager or designee. Appeals must be filed with the Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The Town Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The Town Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The Town Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the Town in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

ADDRESS PROTESTS OR APPEALS TO:

Rey Sanchez
Finance Director / Procurement Officer
PO Box 2670
Florence, Arizona 85132
Phone: (520) 868-7505
Email: rey.sanchez@florenceaz.gov

- E.1 EVALUATION PROCESS** - Proposals will be reviewed by a screening committee comprised of Town employees and/or authorized agents. The Town staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any Town employee or official.
- E.2 CRITERIA FOR EVALUATION AND AWARD** - The Town evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.
- a. Responsiveness.** The Town will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The Town must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
- b. Responsibility.** The Town will determine whether the proposer is one with whom it can or should do business. Factors that the Town may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws- including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the Town, whether the proposer is qualified legally to contract with the Town, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the Town, to ensure performance of the contract and must provide proof upon request. Town staff may also use Dun & Bradstreet and/or any generally available industry information. The Town reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified Sub-Contractors. The Town will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c. Technical Proposal** - The Town will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The Town will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- d. Price.** We will then evaluate the proposals that have met the requirements above.
- e.** If less than (3) responsive proposals are received, at the Town's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Method of Approach	200
Firm's Qualifications & Experience	400
Pricing & Compensation	400
Lowest Proposal Cost x Price Points Possible = Pricing	

- E.3 **SHORT-LISTING** - The Town at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short- listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the Town will finalize the scoring against the evaluation criteria.

- E.4 **BEST & FINAL OFFERS** - The Town may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the Town will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.

- E.5 **COST JUSTIFICATION** - In the event only one response is received, the Town may require that the proposer submit a cost proposal in sufficient detail for the Town to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

- E.6 **CONTRACT NEGOTIATIONS AND ACCEPTANCE** - Proposer must be prepared for the Town to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the Town may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized Town official(s). No binding contract will exist between the proposer and the Town until the Town executes a written contract or purchase order.

- E.7 **NOTICE OF INTENT TO AWARD** - Notices of the Town's intent to award a Contract are posted to the Town's website. It is the proposer's responsibility to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the Town's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 INDEPENDENT CONTRACTOR** - It is expressly understood that the relationship of Contractor to the Town will be that of an independent Contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not Town employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to Town employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded Town employees. Contractor employees will not be regarded as Town employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or Sub-Contractors assert a claim for wages or other employment benefits against the Town, Contractor shall defend, indemnify and hold harmless the Town from all such claims.
- S.2 SUBCONTRACTING** - Contractor may not subcontract work under this Agreement without the express written permission of the Town. If Contractor has received authorization to subcontract work, it is agreed that all Sub-Contractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its Sub-Contractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 ASSIGNMENT** - This Agreement may not be assigned either in whole or in part without first receiving the Town's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the Town will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 SUCCESSORS AND ASSIGNS. BINDING EFFECT** - This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 NO THIRD PARTY BENEFICIARIES** - This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 NON-EXCLUSIVITY** - The Town, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 AMENDMENTS** - There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the Town and Contractor.
- S.8 TIME OF THE ESSENCE** - Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 COMPLIANCE WITH APPLICABLE LAWS

- a. **General** - Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor shall demonstrate to the Town's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace** - Contractor is hereby advised that the Town has adopted a policy establishing a drug-free workplace for itself and those doing business with the Town to ensure the safety and health of all persons working on Town contracts and projects. Contractor shall require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws** - Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the Town and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the Town that Contractor and each of its Sub-Contractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the Town.
 - iii. The Town retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its Sub-Contractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

- iv. The Town may, at its sole discretion, conduct random verification of the employment records of Contractor and any Sub-Contractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
- v. Neither Contractor nor any Sub-Contractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or Sub-Contractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. Nondiscrimination - Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. State Sponsors of Terrorism Prohibition - Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the Town.

S.10 SALES/USE TAX, OTHER TAXES

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the Town, or should otherwise claim the Town is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor shall indemnify the Town for any tax liability, interest, and penalties imposed upon the Town.
- b. The Town is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The Town is not exempt from state and local sales/use taxes.

S.11 AMOUNTS DUE THE TOWN - Contractor must be current and remain current in all obligations due to the Town during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the Town or fees and charges owed to the Town.

- S.12 PUBLIC RECORDS** - Contractor acknowledges that the Town is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S. 13 AUDITS AND RECORDS** - Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The Town or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the Town may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the Town. The audit of records may occur at Contractor's place of business or at Town offices, as determined by the Town.
- S.14 BACKGROUND CHECK** - The Town may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the Town's information, data, or facilities in accordance with the Town's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL** - The Town will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the Town objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor shall, upon notice from the Town, remove any such individual from performance of services under this Agreement.
- S.16 DEFAULT**
- a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the Town Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.

- b. Contractor shall be in default of this Agreement if Contractor is debarred from participating in Town procurements and solicitations in accordance with Article 6 of the Town's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the Town in good faith has reason to question Contractor's intent or ability to perform, the Town may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the Town may treat this failure as an anticipatory repudiation of the Agreement.

S.17 REMEDIES - The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The Town may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the Town may recover the excess cost by: (i) requiring immediate reimbursement to the Town; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

S.18 CONTINUATION DURING DISPUTES - Contractor agrees that during any dispute between the parties, Contractor shall continue to perform its obligations until the dispute is settled, instructed to cease performance by the Town, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

- S.19 TERMINATION FOR CONVENIENCE** - The Town reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511)** - Pursuant to A.R.S. § 38- 511, the Town may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the Town becomes an employee or agent of Contractor.
- S.21 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT** - The Town is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the Town reasonably determines that it does not have funds to meet its obligations under this Agreement, the Town will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the Town agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 PAYMENT TO CONTRACTOR UPON TERMINATION** - Upon termination of this Agreement, Contractor shall be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The Town will make final payment within thirty (30) calendar days after the Town has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 NON-WAIVER OF RIGHTS** - There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.24 INDEMNIFICATION/LIABILITY**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the Town, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

- b. Contractor shall update the Town during the course of the litigation to timely notify the Town of any issues that may involve the independent negligence of the Town that is not covered by this indemnification.
- c. The Town assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 WARRANTY - Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The Town's acceptance of service or materials provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide materials or redo such services until in accordance with this Agreement and to the Town's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 THE TOWN'S RIGHT TO RECOVER AGAINST THIRD PARTIES - Contractor shall do nothing to prejudice the Town's right to recover against third parties for any loss, destruction, or damage to Town property, and will at the Town's request and expense, furnish to the Town reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Town in obtaining recovery.

S.27 NO GUARANTEE OF WORK - Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the Town on an as needed basis at the sole discretion of the Town. Any document referencing quantities or performance frequencies represent the Town's best estimate of current requirements, but will not bind the Town to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 OWNERSHIP - All deliverables, services, and information provided by Contractor or the Town pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the Town and will not be used or released by Contractor or any other person except with prior written permission by the Town.

S.29 USE OF NAME - Contractor shall not use the name of the Town of Florence in any

advertising or public Town without obtaining the prior written consent of the Town.

- S.30 PROHIBITED ACTS** - Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the Town on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the Town and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the Town.
- S.31 FOB DESTINATION FREIGHT PREPAID AND ALLOWED** - All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 RISK OF LOSS** - Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 SAFEGUARDING TOWN PROPERTY** - Contractor shall be responsible for any damage to Town real property or damage or loss of Town personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 WARRANTY OF RIGHTS** - Contractor warrants it has title to, or the right to allow the Town to use, the materials and services being provided and that the Town may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 PROPRIETARY RIGHTS INDEMNIFICATION** - Without limiting the foregoing, Contractor shall without limitation, at its expense defend the Town against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the Town in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the Town's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the Town the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the Town an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the Town may incur to acquire substitute supplies or services.
- S.36 CONTRACT ADMINISTRATION** - The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services.

Payment will be negotiated and determined by the contract administrator(s).

S.37 FORCE MAJEURE - Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

S.38 COOPERATIVE USE OF CONTRACT - The Town has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The Town currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A Contractor, Sub-Contractor or vendor or any employee of a Contractor, Sub-Contractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor shall comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, Sub-Contractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of

that agency. The Town is not responsible for any disputes arising out of transactions made by others.

- S.39 FUEL CHARGES AND PRICE INCREASES** - No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Town's Purchasing Division.
- S.40 NOTICES** -All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 GOVERNING LAW. FORUM** - This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinal County, Arizona.
- S.42 INTEGRATION CLAUSE** - This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 PROVISIONS REQUIRED BY LAW** - Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 SEVERABILITY** - If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 SURVIVING PROVISIONS** - Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.46 A.R.S. SECTIONS 1-501 and 1-502** - Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the Town for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

DETAILED SPECIFICATIONS / SCOPE OF WORK

1. **PROJECT MISSION.** The Town of Florence is dedicated to providing superior services to its customers in order to improve the quality of life for Florence residents, businesses and visitors. The Town is looking for Contractors who share that dedication and will help the Town meet that goal.

2. **SCOPE OF WORK.** The Town of Florence (Town) Water Resources Department is seeking to enter into a multi-year term contract with a qualified Contractor(s) to perform maintenance and repairs on deep wells and well pumps at Town owned wells and well facilities located within the Town's Water Service Area. The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings, decommissioning wells, and other related services.

Estimated annual expenditures = **\$40,000**. (This amount is an estimate only. Payment shall be based on actual services and there is no guarantee that any certain services shall be required by the Town.)

The Town reserves the right to award this contract to more than one vendor. If the Town awards this contract to more than one vendor, then the primary Contractor shall be contacted first whenever maintenance or repairs are required. If the primary Contractor can respond within a satisfactory time frame, as determined by the Town, that Contractor shall perform the work. The secondary vendor will be used in the event of a scheduling conflict, or when there is multiple pump failure or other major problems.

Contractors are to price their offers listing the percentage markup for repair parts, purchased by the Contractor.

- a. No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- b. Contractor shall provide evidence of purchased price for all repair parts to be marked up.
- c. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the Town before ordering.
- d. Parts to be fabricated by Contractor shall be quoted before use in repairs for Town of Florence.

Contractors are to price their offers listing the requested Labor Rates and Flat Rate Pricing.

- a. Overtime shall be considered as weekdays before 6am and/or after 5pm, if agreed upon by the Town and Contractor.
- b. Holidays shall be considered as those holidays normally observed by the Contractor, if agreed upon by the Town and Contractor.

- c. Price for pump rig (removing / reinstalling well) and three-man crew. Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- d. Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two-man crew. Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- e. Flat Rate Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization. Contractors shall have the ability to start emergency jobs within three (3) calendar days after receiving a "Notice to Proceed" from the Town. (A three (3)-day maximum is requested; response time will be an important consideration in awarding the contract).

The Contractor shall agree to work until the repair is complete; including weekends and/or holidays unless they are excluded by the Town at the time service is requested. The time frame for disassembly and inspection shall be no more than five (5) working days from the time the Contractor picks up the pump. The time frame for repair shall be stated on the estimate

The Contractor's repair facility shall be located within sixty (60) miles of the Town. Refer to Appendix A for a list of active wells sites.

- 3. **MINIMUM QUALIFICATIONS.** Contractor shall demonstrate that they have at least ten (10) years of field experience repairing and maintaining wells. Contractor shall provide documentation that shows that lead personnel and shop repair technicians have a minimum of five (5) years of experience repairing wells and well equipment.
- 4. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the Town of Florence, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the Town with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer,

applicable endorsements, and the Town reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the Town requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the Town is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the Town.

“Waiver of Subrogation”. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the Town's Risk Manager.

Deep Well and Well Pump Maintenance and Repair Services

1. CONTRACTOR'S PERFORMANCE

- A. All materials and workmanship provided to the Town will be of the highest industry standard and shall at a minimum meet the original manufacturers specifications and AWWA Standard A100-6 (Water Wells) and AWWA Standard E103-07 (Horizontal and vertical line shaft pumps). Materials purchased by the Town through this contract shall be new and subject to inspection and approval by the Town Representative prior to installation.
- B. Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract. Contractor shall be licensed and bonded.
- C. Contractor shall coordinate all work with Town on the removal and reinstallation of well equipment.
- D. The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with all pertinent National, State and local rules and regulations as well the specifications, terms, and provisions set forth herein.
- E. Upon authorization, while conducting business for the Town, the Town will allow the Contractor to store supplies, vehicles or equipment at facilities being repaired by Contractor, with the understanding that the Town is not responsible for items stolen or damaged.
- F. Upon award, the Contractor is required to maintain maintenance facilities with sufficient parts inventory and technicians who are trained to accepted industry standards and experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the Town to determine compliance with agreement.
- G. The Contractor shall ensure that all work completed in accordance with this agreement shall be done by trained, skilled and experienced personnel and shall be performed in a professional manner.
- H. The Contractor shall provide the Town with digital photos of the well equipment during the disassembly and assembly stages including digital photos of work conducted at repair facility.
- I. Estimate shall include the following information: Facility and Location Name, Pump Unit Name/ ID, Sizes, # of bowls, HP, and any other applicable information along with a detailed estimate that is to include total man hours and type with cost,

materials with manufacturer information and part numbers, Inspectors name and Main Point of Contacts information, and digital photos of defective parts.

- J. Contractor shall provide the Town with a weekly update (on a mutually agreed upon form) of repair status along with digital photos throughout the repair process. The Contractor's facility shall be available to inspect the pump units repair work and progress. Progress information shall be provided to the Town via e-mail to the Water Supply Field Supervisor on a weekly basis.

2. REMOVAL, PICK-UP AND DELIVERY

- A. Contractor shall be responsible for dismantling, removal, pick-up reinstallation, and delivery of all pumps when and where requested by the Town. The Contractor shall have sufficient vehicle/trailer capacity to transport well pipe, pumps and other related equipment.
- B. Pick-up and delivery shall be F.O.B. Destination Freight Prepaid and Allowed to and from various locations.
- C. Contractor shall return completed repair items to the Town within an agreed upon time frame from date of written authorization to proceed, or department approval of estimate/quote.

3. KEY PERSONNEL

The Contractor shall have competent personnel trained in the repair of vertical turbine pumps and related well equipment and must have the equipment/supplies necessary to perform repairs on the pumps owned by the Town as per the specifications, terms and conditions of this contract.

4. PERFORMANCE REQUIREMENTS

- A. Equipment
 - 1) The Contractor's facilities and equipment must be sufficient to handle well pipe, pump and other related equipment.
 - 2) The Contractor shall have access to shop equipment inventory including but not limited to the following:
 - a) Lifting equipment (cranes, forklift) to safely move pumps, motor/pump combinations and accessories weighing up to two tons.
 - b) cleaning capability (power wash, "steam cleaning", sandblasting equipment)
 - c) Machine tools, micrometers, gauges, etc.

- d) Welding equipment (stick, TIG, MIG)
- e) Hydraulic bearing pullers. Induction bearing heater.
- f) Lathes, milling machine, drill press of sufficient size.
- g) Static balancing equipment.
- h) Vertical turbine bowl rack for proper disassembly and assembly.
- i) Shaft straightening rack.

B. Overhaul and Repair Guidelines

- 1) The Contractor shall perform all pump repairs according to the highest industry standards/guidelines as stated in Section 1.A.
- 2) Upon request, all bolts, nuts, gaskets and bearings shall be replaced with new component regardless of condition.
- 3) Contractor shall provide Town with an itemized cost sheet listing full details of repair and labor hours.
- 4) Occasionally it may be necessary for pump repair work to be performed on an emergency basis. During such an emergency situation, the Contractor may be required to work after normal business hours and/or on the weekend. Contractor shall refer to the hourly wage price schedule for approved charges.
- 5) Contractor shall ensure that all work performed, and all materials provided, are in accordance with the previously referenced standards and as required in appendix A.
- 6) All shafts shall be straightened to manufacturer's specifications prior to machining and checked just prior to installation.

C. Estimate for Repair Services

- 1) Based on the cost of the repairs, number of days required for the repairs, and other factors as deemed important to the Town, it may be deemed that it is more advantageous to replace the pump rather than repair it. For this reason, no work shall commence until the Town provides a written Notice to Proceed with the work as outlined in the estimate.
- 2) If a Contractor provides an estimate, but the Town does not provide a written Notice to Proceed with the repair work, the Contractor shall be allowed to invoice the Town for the tear down and the estimate. The Town may request that the disassembled equipment be returned and in this case freight charges

will be borne by the Town. No additional costs will be charged to the Town.

- 3) The Town reserves the right halt repair services at any time during the repair process. If repair services have already commenced, the Contractor shall be allowed to invoice the Town for any repair services that have already been performed. Contractor shall be required to submit written documentation to the Town to show the work that has already been performed. Upon termination of the repair job, all pumps and parts will be returned to the Town.

5. WARRANTY

- A. Contractor shall issue a written warranty to the Town, for each repair/project, that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is reinstalled.
- B. Contractor shall warrant all labor involved in the repair of pumps and associated equipment for no less than one (1) year from the date the equipment is re-installed. This includes, but is not limited to, general, welding, and machine work labor.
- C. All defective products shall be exchanged and replaced by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, re-stocking or other like expenses shall be paid by the Contractor. Contractor shall provide the Town with a written plan of action for either repair or replacement of defective product within five (5) working days of being notified of a defect by the Town.

6. INSTALLATION

- A. All newly painted surfaces shall be protected from damages. If damages occur Contractor shall repair surfaces as recommended by manufacturer and to the satisfaction of the Town.
- B. Line shafts and motor shall be aligned according to manufacturer and/or Town recommendations.
- C. Piping strain issues encountered during installation will be brought to the attention of the Town.
- D. Well equipment shall be disinfected in accordance with ANSI/AWWA C651-14 prior to installation.

7. START-UP, DEMONSTRATION, AND TESTING

- A. Town will be responsible for termination of power and control wires. Once completed a rotation check shall be done by Contractor in coordination of Town

- personnel, after which Contractor shall couple the pump and motor.
- B. Once rotation check and coupling has been performed a start-up of the pump shall be performed in coordination with the Town, at which time a Vibration Analysis and/or Pump Efficiency test will be performed.
 - C. All tests performed by Contractor shall be witnessed and approved by the Town before acceptance, No Exception.
 - D. All tests performed should fall within acceptable ranges for Pump Efficiency and Vibration Analysis of the manufacturer unless otherwise determined by Town.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** August 5, 2019 through June 30, 2021.

- a. If the commencement of performance is delayed because the Town does not execute the contract on the start date, the Town may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The Town reserves the right to extend the term of this contract, provided however, that the Town will give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the Town may initiate renewal(s) as provided. The decision to renew a contract rests solely with the Town. The Town will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2) two (2) year renewals possible at the Town's option.

4. **PRICES.** All pricing shall be firm for the initial term of **two (2) years** except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The Town will not be invoiced at prices higher than those stated in any contract resulting from this proposal.

- a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the Town of such price reductions.

- b. During the 60-day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the Town increase the prices in an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US Town Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The Town will review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Town's Purchasing Division.

RESPONSE CRITERIA

1. **PROPOSAL SUBMISSION** - Submit **one (1) signed original** along with **two (2) copies** of the offer in a sealed container and **one (1) electronic format copy** on a CD or Thumb Drive.

2. **PROPOSAL FORMAT**

Table of Contents: Identify contents by tab and page number.

TAB 1 **Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the Town regarding this project.

TAB 2 **Qualifications. (Abilities, Experience and Expertise)** The following information should be included:

1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
 - a. A description of what qualifies your company, financial and otherwise, to provide the Town with these services for the required period of time, provide appropriate staffing, certifications, necessary resources and show a history of demonstrated competence.
 - b. A description of your abilities to meet and satisfy the needs of the Town, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the inability to meet some of the requirements of the specifications.
 - c. A description of the experience and expertise of your company and of key individuals who will be performing work under this contract. This should describe how minimum qualifications are met and provide any additional information to show that the individuals are qualified to perform under this contract. Credentials, Certifications and Resumes, including relevant experience may be included. Employee credentials, certifications, experience, qualifications of key personnel who will be performing services under the contract including administrative support, management staff including contact information for the main point of contact for requesting estimates,

scheduling repair jobs, coordinating pickups/ deliveries, emergency repair work, etc.

- d. References – Provide a minimum of three (3) references, preferably within the State of Arizona, for whom you have provided similar services in size and scope as requested in this RFP. Include the Name of Entity, Contact Persons Names, Phone Numbers, E-mail Addresses, Mailing Addresses, Type of service provided, size of jobs and Dates in which these services were provided.
 - e. (Minimum Qualifications) Contractor shall demonstrate that they have at least ten (10) years of field experience repairing and maintaining wells. Contractor shall provide documentation that shows that lead personnel and shop repair technicians have a minimum of five (5) years of experience repairing wells and well equipment.
2. Business strengths including years in business, local history and experience, financial stability, holdings or assets, and insurances.

TAB 3

Method of Approach. Clearly define your method of approach to include, but not limited to the following criteria:

1. Field Service Response Capability
2. Qualifications of Local Technicians
3. Response Times
4. Scheduling
5. Quantity of Services Offered
6. In-House Shop Repair/Diagnostic Equipment
7. Billing/Invoicing System
8. Equipment and Services Accessed through Sub-Contractors

TAB 4

Pricing and Compensation Forms. The cost portion of the proposal should include the following criteria:

1. Completed and Signed Pricing and Compensation Forms.
2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Forms.

TAB 5

Other Forms. The following forms should be completed and signed:

1. Vendor Questionnaire form
2. Exceptions, Confidential and Additional Materials form
3. Vendor Information form
4. Offer and Acceptance form
5. Sample of Billing
6. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your proposal. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

INSURANCE REQUIREMENTS

1. **Contractor’s Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer’s Liability	\$500,000	\$1,000,000
-----------------------------	-----------	-------------

Contractors General Liability

a. General Aggregate		\$2,000,000
b. Products – Completed Operations Aggregate		\$2,000,000
c. Personal and Advertising Injury		\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)		\$2,000,000
e. Excess or Umbrella Liability		
1.) General Aggregate per job		\$3,000,000
Per policy year		\$5,000,000
2.) Each Occurrence per job		\$3,000,000
Per policy year		\$5,000,000

Automobile Liability

a. Bodily Injury:		
Each Person		\$1,000,000
Each Accident		\$1,000,000
b. Property Damage		
Each Accident		\$1,000,000
c. Combined Single Limit		\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. Additional Provisions:

- A. Additional Insured: Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. Cancellation Notice of Material Change of Coverage: Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.

- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property (“personal property”) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain “all risk” insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town’s opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

VENDOR QUESTIONNAIRE – PAGE 1 of 3

GENERAL	
Years in Business providing similar services:	
Contractor’s License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract:	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Florence’s proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name: _____ Date: _____

VENDOR QUESTIONNAIRE – PAGE 2 of 3

List any additions to equipment or personnel you anticipate if awarded this contract:

Sub-Contractors:

List Sub-Contractor that will participate in carrying out the obligations of any resulting contract.

Sub-Contractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Sub-Contractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Sub-Contractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Sub-Contractor Contact Name:	Phone:
Contractor License Type:	Type/Number:

List any other information which may be helpful in determining your qualifications for this contract:

FINANCIAL

Company Management: Provide names and years with the Company:

President:

Controller:

Contractor/Representative (Who would handle this account: submit resume with proposal):

Yearly sales volume at location serving this contract:

Banking Reference #1: Bank Name:

Location: Officer:

Vendor Name: _____ Date: _____

VENDOR QUESTIONNAIRE – PAGE 3 of 3

Bank Reference #2:		Bank Name:	
Location:		Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)			
Firm/Government Agency Name:			
Contact Person:		Phone:	
Address:		Fax:	
		E-Mail Address:	
Supplier of:			
Firm/Government Agency Name:			
Contact Person:		Phone:	
Address:		Fax:	
		E-Mail Address:	
Supplier of:			
Firm/Government Agency Name:			
Contact Person:		Phone:	
Address:		Fax:	
		E-Mail Address:	
Supplier of:			
Insurance: Provide name of insurance carriers that provide coverage for your company.			
Automobile:			
General/Contractor Liability:			
Bonding:			

Vendor Name: _____ Date: _____

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Deep Well and Well Pump Maintenance and Repair** to the Town of Florence at the price(s) stated on attached **Exhibit B**.

**OFFERORS MUST respond to the Pricing & Compensation document in an
Excel format.**

Vendor Name: _____ Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the Town’s Standard Terms and Conditions may render a Proposal Non-responsive.**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this proposal
- Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the Town prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this proposal
- Additional Materials attached (describe--attach additional pages if needed)

Vendor Name: _____ Date: _____

VENDOR INFORMATION

Company Legal Name:

Doing Business As (if different than above):

Address:

City:

Zip Code:

Phone:

Website:

DUNS #:

State of Incorporation:

Proposal Contact Name:

Title:

Email:

Phone:

If awarded, Day-to-Day Contact:

Title:

Email:

Phone:

SKIP THIS AFFIDAVIT IF:

____ Proposer is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

____ Proposer is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the Town for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the Town employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the Town for review and signing of the affidavit.)

- ____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ____ ____ ____ ____
- ____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: ____ ____ ____ ____
- ____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- ____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- ____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ____ ____ ____ ____
- ____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ____ ____ ____ ____
Print first 4 numbers/letters on Visa ____ ____ ____ ____
- ____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ____ ____ ____ ____
- ____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ____ ____ ____ ____
- ____ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- ____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ____ ____ ____ ____
- ____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- ____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- ____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature	Business / Company Name	Date
Print Name	Title	

Verification of Attachment by Town Staff Member: _____
Signature

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the Town of Florence.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any Town employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the Town of Florence permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Florence's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Florence agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the Town that the respondent and each of its Sub-Contractors ("Sub-Contractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the Town.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the Town.
- j) It is current in all obligations due to the Town.
- k) It will accept such terms and conditions in a resulting contract if awarded by the Town.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2019001**.

Term (if different than stated in the Milestones) _____
through _____

Awarded this _____ day of _____, 2019.

Well Repair and Rehabilitation
RFP Number: 2019001

THIS BID IS SUBMITTED BY:

a(n)_____ (Corporation, Limited Liability Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license: ROC#_____, classification _____.

NAME	TITLE	DATE
------	-------	------

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

BID TABULATION SHEET

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work. It is the Town of Florence’s intention to award for as many well rehabilitation and repairs as possible within budgetary constraints. Offeror’s are requested to provide fixed-prices for the items listed below and estimate a “worst case” scenario for price of well repairs. The pricing for each individual well will be extended to the actual number of wells that finds are available for.

BASE PERIOD				
Item No.	Item Description	Qty	U/I	Total
01	Mobilization and preparatory work	1	EA	\$
02	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
03	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
04	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
05	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
06	Machine Shop Hourly Rate	1	HR	\$
07	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL BASE PRICE			\$

OPTION YEAR 1 (8/5/2019 - 6/30/2020)				
Item No.	Item Description	Qty	U/I	Total
08	Mobilization and preparatory work	1	EA	\$
09	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
10	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
11	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
12	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
13	Machine Shop Hourly Rate	1	HR	\$
14	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL OPTION PRICE			

OPTION YEAR 2 (7/1/2020 - 6/30/2021)

Item No.	Item Description	Qty	U/I	Total
15	Mobilization and preparatory work	1	EA	\$
16	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
17	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
18	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
19	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
20	Machine Shop Hourly Rate	1	HR	\$
21	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL OPTION PRICE			

GRAND TOTAL	\$
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EVALUATION OF OPTIONS

Except when its determined not to be in the Town's best interests, the Town will evaluate offers for ward purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Town to exercise the option(s).

ACKNOWLEDGEMENT OF ADDENDA

_____ acknowledges that it has received the following addenda:

(Contractor)

(Addenda #)	(Date)

Date: _____

(Signature)

(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work

BY: _____
SURETY

BY: _____
AGENCY OF RECORD

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____, _____ of
(Person Authorized to Sign) (Title)

_____ (“Corporation”) is authorized to sign and submit the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors

held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

I, _____ of the City/Town of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the

Town of Florence Project _____ and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Signature of Bidder)

(Printed or Typed Name of Bidder)
(Seal of Corporation)

Sworn to before me this _____ day of _____, 20____, in the County of _____, State of _____.

(Notary Public)

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All Offeror's / vendors must select one of the following and thereby certify that:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Company Name

Signature of Authorized Person

Address

Printed Name of Authorized Person

City State Zip

Title of Authorized Person

DEVIATION / COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document made a part of this solicitation, all such deviations shall be listed on this certificate form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed.)

By signing below, I agree, certify, and warrant that the offer / proposal I am submitting _____ does _____ does not (check one) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on the form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name

Signature

Date

THIS PAGE MUST BE RETURNED WITH THE OFFER / PROPOSAL

DEMONSTRATING LAWFUL PRESENCE

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply too applicants of “federal public benefits” and “state and local public benefits.” Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefit to submit at least one of the following documents demonstrating “lawful presence” in the United States. The Principle of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license.
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements.)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States VISA.
	An I-94 with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian Affairs affidavit of birth.

** Attach copy of document to this sheet.

Signature of Applicant

Date

Signature of Municipal Employee

Date

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project are listed below and attached hereto as Attachment #1.

List of Special Provisions:

Plans: Not Applicable

Details: Not Applicable

Specifications: Not Applicable

Other Special Provisions: Not Applicable

- 1. Adoption of the MAG Specifications:** The Uniform Standard Specifications and Details for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.

- 2. ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.

- 3. Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“... and payment will be made in accordance with the provisions set forth in Section 109.”

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

APPENDIX "A"

**Deep Well and Well Pump Maintenance
And Repair Services
RFP Number: 2019001**

FLORENCE WATER COMPANY - SYSTEM AZ0411017

TOF Well	Address	POE	Year Drilled	Year Overhauled	Water Depth	GWSI Site ID	DWR Well Registration	Latitude	Longitude	Well Depth
1	19455 N. Pinal Parkway	003	1940	2015	203'	330313111230201	55-610432	33 03 13	111 23 04	350'
2B	19455 N. Pinal Parkway	003	1940	2019	200'	330315111225001	55-610433	33 03 13	111 23 04	350'
3B	425 E. Ruggles Street	002	2008	2015	225'	No associated GWSI	55-215446	33 2 6.4	111 22 56.2	760'
4	425 E. Ruggles Street	002	1947	2019	220'	330206111225601	55-619533	33 2 6	111 22 56	375'
5	565 S. Quartz	001	1953	2019	265'	330135111231701	55-619534	33 1 35	111 23 17	575'

Deep Well and Well Pump Maintenance And Repair Services

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of **August 5, 2019** (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and _____ (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

RECITALS

WHEREAS, the Town desires to Contract for Public Works Management Support and Consulting Services, Project and Program Management (PM) Services as specified in Exhibit A (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit A attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit A and as set forth in individual Task Orders (the “Services”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit A, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit A, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit A, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract.

Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through March 31, 2018. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

- 4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.
- 4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.
- 4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.
- 4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.
- 4.7 Records and Audit Rights.
- 4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.
- 4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.
- 4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must

be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

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

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

- 4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
- 4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter “Contractor Immigration Warranty”).
- 4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
- 4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor’s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
- 4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.
- 4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
- 4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity

provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Globe Professional Services Contract dated June 24, 2014 between the City of Globe and EUSI, LLC, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Globe for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

- 4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“ADR”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.
- 4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.
- 4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.
- 4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.
- 4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.
- 4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

- 5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.
- 5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

- 5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.
- 5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.
- 5.7 Required Coverage.
- 5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this **5th** day of **August, 2019**.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____
Name: _____
Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____
Name: _____
Its: _____

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

EXHIBIT "A"
SCOPE OF WORK

1. **PROJECT MISSION.** The Town of Florence is dedicated to providing superior services to its customers in order to improve the quality of life for Florence residents, businesses and visitors. The Town is looking for Contractors who share that dedication and will help the Town meet that goal.

2. **SCOPE OF WORK.** The Town of Florence (Town) Water Resources Department is seeking to enter into a multi-year term contract with a qualified Contractor(s) to perform maintenance and repairs on deep wells and well pumps at Town owned wells and well facilities located within the Town's Water Service Area. The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings, decommissioning wells, and other related services.

Estimated annual expenditures = **\$40,000**. (This amount is an estimate only. Payment shall be based on actual services and there is no guarantee that any certain services shall be required by the Town.)

The Town reserves the right to award this contract to more than one vendor. If the Town awards this contract to more than one vendor, then the primary Contractor shall be contacted first whenever maintenance or repairs are required. If the primary Contractor can respond within a satisfactory time frame, as determined by the Town, that Contractor shall perform the work. The secondary vendor will be used in the event of a scheduling conflict, or when there is multiple pump failure or other major problems.

Contractors are to price their offers listing the percentage markup for repair parts, purchased by the Contractor.

- a) No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.

- b) Contractor shall provide evidence of purchased price for all repair parts to be marked up.

- c) Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the Town before ordering.

- d) Parts to be fabricated by Contractor shall be quoted before use in repairs for Town of Florence. Contractors are to price their offers listing the requested Labor Rates and Flat Rate Pricing.

- e) Overtime shall be considered as weekdays before 6am and/or after 5pm, if agreed upon by the Town and Contractor.

- f) Holidays shall be considered as those holidays normally observed by the

Contractor, if agreed upon by the Town and Contractor.

- g) Price for pump rig (removing / reinstalling well) and three-man crew. Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- h) Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two-man crew. Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- i) Flat Rate Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization. Contractors shall have the ability to start emergency jobs within three (3) calendar days after receiving a "Notice to Proceed" from the Town. (A three (3)-day maximum is requested; response time will be an important consideration in awarding the contract).

The Contractor shall agree to work until the repair is complete; including weekends and/or holidays unless they are excluded by the Town at the time service is requested. The time frame for disassembly and inspection shall be no more than five (5) working days from the time the Contractor picks up the pump. The time frame for repair shall be stated on the estimate

The Contractor's repair facility shall be located within sixty (60) miles of the Town. Refer to Appendix A for a list of active wells sites.

3. MINIMUM QUALIFICATIONS. Contractor shall demonstrate that they have at least ten (10) years of field experience repairing and maintaining wells. Contractor shall provide documentation that shows that lead personnel and shop repair technicians have a minimum of five (5) years of experience repairing wells and well equipment.

4. INSURANCE REQUIREMENTS. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the Town of Florence, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the Town with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable

endorsements, and the Town reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the Town requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the Town is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the Town.

“Waiver of Subrogation”. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the Town's Risk Manager.

EXHIBIT "B"
TECHNICAL SPECIFICATIONS

Deep Well and Well Pump Maintenance and Repair Services

1. CONTRACTOR'S PERFORMANCE

- A. All materials and workmanship provided to the Town will be of the highest industry standard and shall at a minimum meet the original manufacturers specifications and AWWA Standard A100-6 (Water Wells) and AWWA Standard E103-07 (Horizontal and vertical line shaft pumps). Materials purchased by the Town through this contract shall be new and subject to inspection and approval by the Town Representative prior to installation.
- B. Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract. Contractor shall be licensed and bonded.
- C. Contractor shall coordinate all work with Town on the removal and reinstallation of well equipment.
- D. The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with all pertinent National, State and local rules and regulations as well the specifications, terms, and provisions set forth herein.
- E. Upon authorization, while conducting business for the Town, the Town will allow the Contractor to store supplies, vehicles or equipment at facilities being repaired by Contractor, with the understanding that the Town is not responsible for items stolen or damaged.
- F. Upon award, the Contractor is required to maintain maintenance facilities with sufficient parts inventory and technicians who are trained to accepted industry standards and experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the Town to determine compliance with agreement.
- G. The Contractor shall ensure that all work completed in accordance with this agreement shall be done by trained, skilled and experienced personnel and shall be performed in a professional manner.
- H. The Contractor shall provide the Town with digital photos of the well equipment during the disassembly and assembly stages including digital photos of work conducted at repair facility.
- I. Estimate shall include the following information: Facility and Location Name, Pump Unit Name/ ID, Sizes, # of bowls, HP, and any other applicable information along

with a detailed estimate that is to include total man hours and type with cost, materials with manufacturer information and part numbers, Inspectors name and Main Point of Contacts information, and digital photos of defective parts.

- J. Contractor shall provide the Town with a weekly update (on a mutually agreed upon form) of repair status along with digital photos throughout the repair process. The Contractor's facility shall be available to inspect the pump units repair work and progress. Progress information shall be provided to the Town via e-mail to the Water Supply Field Supervisor on a weekly basis.

2. REMOVAL, PICK-UP AND DELIVERY

- A. Contractor shall be responsible for dismantling, removal, pick-up reinstallation, and delivery of all pumps when and where requested by the Town. The Contractor shall have sufficient vehicle/trailer capacity to transport well pipe, pumps and other related equipment.
- B. Pick-up and delivery shall be F.O.B. Destination Freight Prepaid and Allowed to and from various locations.
- C. Contractor shall return completed repair items to the Town within an agreed upon time frame from date of written authorization to proceed, or department approval of estimate/quote.

3. KEY PERSONNEL

The Contractor shall have competent personnel trained in the repair of vertical turbine pumps and related well equipment and must have the equipment/supplies necessary to perform repairs on the pumps owned by the Town as per the specifications, terms and conditions of this contract.

4. PERFORMANCE REQUIREMENTS

- A. Equipment
 - 1) The Contractor's facilities and equipment must be sufficient to handle well pipe, pump and other related equipment.
 - 2) The Contractor shall have access to shop equipment inventory including but not limited to the following:
 - a) Lifting equipment (cranes, forklift) to safely move pumps, motor/pump combinations and accessories weighing up to two tons.
 - b) cleaning capability (power wash, "steam cleaning", sandblasting equipment)

- c) Machine tools, micrometers, gauges, etc.
- d) Welding equipment (stick, TIG, MIG)
- e) Hydraulic bearing pullers. Induction bearing heater.
- f) Lathes, milling machine, drill press of sufficient size.
- g) Static balancing equipment.
- h) Vertical turbine bowl rack for proper disassembly and assembly.
- i) Shaft straightening rack.

B. Overhaul and Repair Guidelines

- 1) The Contractor shall perform all pump repairs according to the highest industry standards/guidelines as stated in Section 1.A.
- 2) Upon request, all bolts, nuts, gaskets and bearings shall be replaced with new component regardless of condition.
- 3) Contractor shall provide Town with an itemized cost sheet listing full details of repair and labor hours.
- 4) Occasionally it may be necessary for pump repair work to be performed on an emergency basis. During such an emergency situation, the Contractor may be required to work after normal business hours and/or on the weekend. Contractor shall refer to the hourly wage price schedule for approved charges.
- 5) Contractor shall ensure that all work performed, and all materials provided, are in accordance with the previously referenced standards and as required in appendix A.
- 6) All shafts shall be straightened to manufacturer's specifications prior to machining and checked just prior to installation.

C. Estimate for Repair Services

- 1) Based on the cost of the repairs, number of days required for the repairs, and other factors as deemed important to the Town, it may be deemed that it is more advantageous to replace the pump rather than repair it. For this reason, no work shall commence until the Town provides a written Notice to Proceed with the work as outlined in the estimate.
- 2) If a Contractor provides an estimate, but the Town does not provide a written Notice to Proceed with the repair work, the Contractor shall be allowed to

invoice the Town for the tear down and the estimate. The Town may request that the disassembled equipment be returned and in this case freight charges will be borne by the Town. No additional costs will be charged to the Town.

- 3) The Town reserves the right halt repair services at any time during the repair process. If repair services have already commenced, the Contractor shall be allowed to invoice the Town for any repair services that have already been performed. Contractor shall be required to submit written documentation to the Town to show the work that has already been performed. Upon termination of the repair job, all pumps and parts will be returned to the Town.

5. WARRANTY

- A. Contractor shall issue a written warranty to the Town, for each repair/project, that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is reinstalled.
- B. Contractor shall warrant all labor involved in the repair of pumps and associated equipment for no less than one (1) year from the date the equipment is re-installed. This includes, but is not limited to, general, welding, and machine work labor.
- C. All defective products shall be exchanged and replaced by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, re-stocking or other like expenses shall be paid by the Contractor. Contractor shall provide the Town with a written plan of action for either repair or replacement of defective product within five (5) working days of being notified of a defect by the Town.

6. INSTALLATION

- A. All newly painted surfaces shall be protected from damages. If damages occur Contractor shall repair surfaces as recommended by manufacturer and to the satisfaction of the Town.
- B. Line shafts and motor shall be aligned according to manufacturer and/or Town recommendations.
- C. Piping strain issues encountered during installation will be brought to the attention of the Town.
- D. Well equipment shall be disinfected in accordance with ANSI/AWWA C651-14 prior to installation.

7. START-UP, DEMONSTRATION, AND TESTING

- A. Town will be responsible for termination of power and control wires. Once

- completed a rotation check shall be done by Contractor in coordination of Town personnel, after which Contractor shall couple the pump and motor.
- B. Once rotation check and coupling has been performed a start-up of the pump shall be performed in coordination with the Town, at which time a Vibration Analysis and/or Pump Efficiency test will be performed.
 - C. All tests performed by Contractor shall be witnessed and approved by the Town before acceptance, No Exception.
 - D. All tests performed should fall within acceptable ranges for Pump Efficiency and Vibration Analysis of the manufacturer unless otherwise determined by Town.

EXHIBIT "C"
PRICING AND COMPENSATION

Deep Well and Well Pump Maintenance and Repair Services

BASE PERIOD				
Item No.	Item Description	Qty	U/I	Total
01	Mobilization and preparatory work	1	EA	\$
02	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
03	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
04	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
05	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
06	Machine Shop Hourly Rate	1	HR	\$
07	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL BASE PRICE			\$

OPTION YEAR 1 (8/5/2019 - 6/30/2020)				
Item No.	Item Description	Qty	U/I	Total
08	Mobilization and preparatory work	1	EA	\$
09	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
10	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
11	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
12	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
13	Machine Shop Hourly Rate	1	HR	\$
14	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL OPTION PRICE			

OPTION YEAR 2 (7/1/2020 - 6/30/2021)

Item No.	Item Description	Qty	U/I	Total
15	Mobilization and preparatory work	1	EA	\$
16	Labor and rig expenses to remove and install pumping equipment	1	EA	\$
17	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			%
18	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$
19	Pump Rig Hourly Rate (3 man crew)	1	HR	\$
20	Machine Shop Hourly Rate	1	HR	\$
21	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	LS	\$
	TOTAL OPTION PRICE			

GRAND TOTAL	\$
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EXHIBIT "D"
TOWN OF FLORENCE STANDARD TERMS AND CONDITIONS

- S.1 INDEPENDENT CONTRACTOR** - It is expressly understood that the relationship of Contractor to the Town will be that of an independent Contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not Town employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to Town employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded Town employees. Contractor employees will not be regarded as Town employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or Sub-Contractors assert a claim for wages or other employment benefits against the Town, Contractor shall defend, indemnify and hold harmless the Town from all such claims.
- S.2 SUBCONTRACTING** - Contractor may not subcontract work under this Agreement without the express written permission of the Town. If Contractor has received authorization to subcontract work, it is agreed that all Sub-Contractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its Sub-Contractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 ASSIGNMENT** - This Agreement may not be assigned either in whole or in part without first receiving the Town's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the Town will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 SUCCESSORS AND ASSIGNS. BINDING EFFECT** - This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 NO THIRD PARTY BENEFICIARIES** - This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 NON-EXCLUSIVITY** - The Town, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 AMENDMENTS** - There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the Town and Contractor.
- S.8 TIME OF THE ESSENCE** - Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 COMPLIANCE WITH APPLICABLE LAWS

- a. **General** - Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor shall demonstrate to the Town's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. **Drug-Free Workplace** - Contractor is hereby advised that the Town has adopted a policy establishing a drug-free workplace for itself and those doing business with the Town to ensure the safety and health of all persons working on Town contracts and projects. Contractor shall require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws** - Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the Town and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the Town that Contractor and each of its Sub-Contractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the Town.
 - iii. The Town retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its Sub-Contractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - iv. The Town may, at its sole discretion, conduct random verification of the employment records of Contractor and any Sub-Contractor to ensure compliance

with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.

- v. Neither Contractor nor any Sub-Contractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or Sub-Contractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination** - Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition** - Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the Town.

S.10 SALES/USE TAX, OTHER TAXES

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the Town, or should otherwise claim the Town is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor shall indemnify the Town for any tax liability, interest, and penalties imposed upon the Town.
- b. The Town is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The Town is not exempt from state and local sales/use taxes.

S.11 AMOUNTS DUE THE TOWN - Contractor must be current and remain current in all obligations due to the Town during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the Town or fees and charges owed to the Town.

S.12 PUBLIC RECORDS - Contractor acknowledges that the Town is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

S. 13 AUDITS AND RECORDS - Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The Town or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the Town may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the Town. The audit of records may occur at Contractor's place of business or at Town offices, as determined by the Town.

S.14 BACKGROUND CHECK - The Town may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the Town's information, data, or facilities in accordance with the Town's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.15 SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL - The Town will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the Town objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor shall, upon notice from the Town, remove any such individual from performance of services under this Agreement.

S.16 DEFAULT

a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the Town Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor shall be in default of this Agreement if Contractor is debarred from participating in Town procurements and solicitations in accordance with Article 6 of the Town's Procurement Rules.

c. Notice and Opportunity to Cure. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default.

The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

- d. Anticipatory Repudiation. Whenever the Town in good faith has reason to question Contractor's intent or ability to perform, the Town may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the Town may treat this failure as an anticipatory repudiation of the Agreement.

S.17 REMEDIES - The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The Town may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the Town may recover the excess cost by: (i) requiring immediate reimbursement to the Town; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

S.18 CONTINUATION DURING DISPUTES - Contractor agrees that during any dispute between the parties, Contractor shall continue to perform its obligations until the dispute is settled, instructed to cease performance by the Town, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 TERMINATION FOR CONVENIENCE - The Town reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

S.20 TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511). - Pursuant to A.R.S. § 38- 511, the Town may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating,

securing, drafting, or creating the Agreement for the Town becomes an employee or agent of Contractor.

S.21 TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.

- The Town is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the Town reasonably determines that it does not have funds to meet its obligations under this Agreement, the Town will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the Town agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.22 PAYMENT TO CONTRACTOR UPON TERMINATION

- Upon termination of this Agreement, Contractor shall be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The Town will make final payment within thirty (30) calendar days after the Town has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.23 NON-WAIVER OF RIGHTS

- There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.24 INDEMNIFICATION/LIABILITY

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the Town, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor shall update the Town during the course of the litigation to timely notify the Town of any issues that may involve the independent negligence of the Town that is not covered by this indemnification.
- c. The Town assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 WARRANTY - Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The Town's acceptance of service or materials provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide materials or redo such services until in accordance with this Agreement and to the Town's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 THE TOWN'S RIGHT TO RECOVER AGAINST THIRD PARTIES - Contractor shall do nothing to prejudice the Town's right to recover against third parties for any loss, destruction, or damage to Town property, and will at the Town's request and expense, furnish to the Town reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Town in obtaining recovery.

S.27 NO GUARANTEE OF WORK - Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the Town on an as needed basis at the sole discretion of the Town. Any document referencing quantities or performance frequencies represent the Town's best estimate of current requirements, but will not bind the Town to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 OWNERSHIP - All deliverables, services, and information provided by Contractor or the Town pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the Town and will not be used or released by Contractor or any other person except with prior written permission by the Town.

S.29 USE OF NAME - Contractor shall not use the name of the Town of Florence in any advertising or public Town without obtaining the prior written consent of the Town.

S.30 PROHIBITED ACTS - Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the Town on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the Town and for two (2) years thereafter, public officers or employees are prohibited from

disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the Town.

- S.31 FOB DESTINATION FREIGHT PREPAID AND ALLOWED** - All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 RISK OF LOSS** - Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 SAFEGUARDING TOWN PROPERTY** - Contractor shall be responsible for any damage to Town real property or damage or loss of Town personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 WARRANTY OF RIGHTS** - Contractor warrants it has title to, or the right to allow the Town to use, the materials and services being provided and that the Town may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 PROPRIETARY RIGHTS INDEMNIFICATION** - Without limiting the foregoing, Contractor shall without limitation, at its expense defend the Town against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the Town in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the Town's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the Town the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the Town an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the Town may incur to acquire substitute supplies or services.
- S.36 CONTRACT ADMINISTRATION** - The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 FORCE MAJEURE** - Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all

reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

S.38 COOPERATIVE USE OF CONTRACT - The Town has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statute, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The Town currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A Contractor, Sub-Contractor or vendor or any employee of a Contractor, Sub-Contractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor shall comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, Sub-Contractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The Town is not responsible for any disputes arising out of transactions made by others.

S.39 FUEL CHARGES AND PRICE INCREASES - No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Town's Purchasing Division.

- S.40 NOTICES** -All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 GOVERNING LAW. FORUM** - This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinal County, Arizona.
- S.42 INTEGRATION CLAUSE** - This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 PROVISIONS REQUIRED BY LAW** - Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 SEVERABILITY** - If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 SURVIVING PROVISIONS** - Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.46 A.R.S. SECTIONS 1-501 and 1-502** - Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the Town for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

Coolidge Engine & Pump, L.L.C.

Proposal

Deep Well & Well Maintenance & Repair Services

RFP Number: 2019001

July 9, 2019

Coolidge Engine & Pump, L.L.C.

LETTER OF TRANSMITTAL

Coolidge Engine & Pump, LLC has read and understands the complete scope of work, and agrees that time is of the essence when dealing with all municipal water supply needs.

- Our people are experienced, and capable.
- All projects will be managed by Jack W. Moore (Owner)
Employee qualifications submitted in Tab #4

Coolidge Engine & Pump, L.L.C.

Pg. 1 of 4

June 20, 2019

STATEMENT OF QUALIFICATIONS

Coolidge Engine & Pump had been in operation since 1985. Prior to 2003, we were a Sole Proprietor, DBA Coolidge Engine & Pump Company; in 2003, we reorganized to become a Limited Liability Company.

We have been operating within Pinal County, repairing both agricultural and municipal pumps and wells, and in 2009 we expanded our operation to include a portion of Cochise County in Southern Arizona. Our experience is extensive and clients include Arizona Water Company; Maricopa Stanfield Irrigation & Drainage District; The Town of Florence; The Bureau Of Indian Affairs - Coolidge; Gila River Indian Irrigation & Drainage District; along with a great number of growers including Farmers Investment Company; National Pecan; Bowie Pecan; and over two hundred (200) domestic wells in both Pinal and Cochise Counties. All of our employees are well trained and experienced in all aspects of well and pump repairs.

Joe Hyde – Rig Operator

- Two years lead Pump Crew Operator
- Experienced in pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Jeff Hyde - Rig Operator

- Eight years' experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.
- Lead Pump Crew Rig Operator

Anselmo Cantu – 2nd Man Pump Crew Operator / Alternate Rig Operator

- Five years' experience working in water well rehab and repair, pulling and installation of commercial, turbine and domestic pumps to include all necessary plumbing and equipment evaluation.

Thomas Fleming - 2nd Man Pump Crew Operator

- Fifteen years' experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.
- Alternate Lead Pump Crew Rig Operator

Josh Hyde - 2nd Man Pump Crew Operator

- Six years' experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Florentino Murillo – 2nd Man Pump Crew Operator

- Three years' experience working in water well rehab and repair pulling and installation of pumps

Ty Dowdy - Welder and Service Technician

- Ten years' experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.
- Twenty-two years' experience as a Welder
- Twelve years' experience in heavy equipment operation and maintenance

Christopher Cantu – Machinist, Rig Operator, And Service Technician

- Thirty-Five years' experience working in water well rehab, pulling and installing of turbine and submersible pumps, including all plumbing and electrical.
- Thirty-five years' experience as welder and fabrication
- Thirty-five years' experience as machinist and lathe operator.

Isaiah Cantu – 3rd Man Pump Crew Operator

- Three Months Experience working on rig

We have a long-standing working relationship with Longmire Well Service who uses a Vortec Dual Cam Side Angle with Color camera to make videos, documenting well conditions.

Our brushing and bailing and re-lines are done by agreement with Hoover Drilling Company; we have had a twenty (20) year working relationship with him and are extremely satisfied with the quality and cost of his work.

We provide all necessary equipment and man power to execute and complete all pump repairs. Our available equipment and vehicles include;

- 5 Pump Rigs
- 3 Crane Trucks
- 6 Service Vehicles
- 1 Mobile Welding Trailer
- Complete Machine Shop

Listed below are some of the projects and contracts along with contact information for your use;

Coolidge Arizona Welfare Farm #3 – Non-Contractual

- Various dollar amounts depending on projects
- \$30,000.00 to \$80,000.00 Per Project
- Eddie Nevitts (480) 797-8025

Maricopa Stanfield Irrigation & Drainage District - Non-Contractual

- Various dollar amounts depending on projects
- \$602,064.07 Total from September of 2012 - Current
- Sherry Davis (520) 560-6177

Gila River Indian Irrigation & Drainage District - Contract No. C6374

- Contract Value - \$1,006,524.44
- Ron Allison (520) 562-6722

Farmers Investment Company-Sahuarita/San Simon Arizona - Non-Contractual

- Various dollar amounts depending on projects
- \$40,000.00 to \$90,000.00 Per Project
- Brian Driscoll (520) 507-5892

North Bowie Farming – Non-Contractual

- Various dollar amounts depending on projects
- \$36,000.00 to \$88,992.00 Per Project
- Mark Cook – (520) 847-1302

Bureau of Indian Affairs - San Carlos Irrigation Project

- 2010 - \$265,000.00 - Solicitation RMH00100053
- 2011 - \$325,000.00 - Contract No. A11PC00315
- 2012 - \$325,000.00 - Contract No. A11PC00315
- 2013 - \$325,000.00 - Contract No. A11PC00315
- 2014 - \$325,000.00 - Contract No. A11PC00315
- 2015 - \$325,000.00 - Contract No. A11PC00315
- 2016 - \$325,000.00 - Contract No. A11PC00315
- 2017 - \$537,686.80 - Contract No. A17PC00015
- 2018 - \$982,392.67 – Contract No. A17PC00015

Our mission is to look at each project as time sensitive, and try to respond to all customers in a timely fashion to facilitate as quick a repair as possible. We are a licensed contractor with the State of Arizona and no complaints have ever been filed against us with the Arizona Registrar of Contractors. We strive to maintain a safe working job site and equipment.

Our emergency response times will be less than five hours (5 Hrs.) to evaluate, and twenty-four hours (24 Hrs.) if the emergency requires equipment and manpower to repair.

Jack Moore

Owner/Managing Partner
Coolidge Engine & Pump, LLC

**Well Repair and Rehabilitation
RFP Number: 2019001**

THIS BID IS SUBMITTED BY:

Coolidge Engine & Pump, LLC

a(n) Limited Liability Company (Corporation, Limited Liability Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license: ROC# 188885, classification K-29.

<u>Jack W. Moore</u>	<u>Owner</u>	<u>July 9, 2019</u>
NAME	TITLE	DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

ACKNOWLEDGEMENT OF ADDENDA

Coolidge Engine & Pump, LLC acknowledges that it has received the following addenda:
(Contractor)

(Addenda #)	(Date)
Addendum #1	June 27, 2019
Addendum #2	June 27, 2019
Addendum #3	July 2, 2019

Date: July 9, 2019



(Signature)

Owner

(Title)

MANDATORY JOB SITE WALK - SIGN IN SHEET

PROJECT: Deep Well and Well Pump Maintenance and Repair Services

DATE: 6/27/2019

TIME: 10:00AM

FACILITATOR: CHRIS SALAS / TIMM WAINSCOTT

LOCATION: 425 E Ruggles Street

Please print clearly - thank you.

	Last Name	First Name	Company	Email	Cell Phone
1	Christensen	Vern	Yellow Jacket Drilling	Vern@yjdilling.com	602-471-8794
2	BRUE	ERIC	" " "	ERIC@YJDRILLING.COM	602/453-3252
3	WILL SWARTZ	Will	Pump Pro	William@pumpprollc.com	480 316.1755
4	WAYNE Emerick	Wayne	Pump Pro	wayne@pumpprollc.com	602-728-275
5	Tony M		coalition pad		251-1901
6	McBee	Anthony	KP Ventures	tonym@kpvent.com	602-828-2884
7	HAUSLADEN	Jim	Layne	james.hausladen@gcinc.ca	480-416-0035
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REVISED SCOPE OF WORK

1. **PROJECT MISSION.** The Town of Florence is dedicated to providing superior services to its customers in order to improve the quality of life for Florence residents, businesses and visitors. The Town is looking for Contractors who share that dedication and will help the Town meet that goal.

2. **SCOPE OF WORK.** The Town of Florence (Town) Water Resources Department is seeking to enter into a multi-year term contract with a qualified Contractor(s) to perform maintenance and repairs on deep wells, well pumps, and other items common to a well site at Town owned wells and well facilities located within the Town's Water Service Area. The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings, decommissioning wells, and other related services. The services will also include pulling and repairing booster pumps, new booster pumps, minor pipe work, sand separators, water treatment as needed and other items related to the above. Please include a list of all work that can be self-performed.

Estimated annual expenditures = **\$40,000**. (This amount is an estimate only. Payment shall be based on actual services and there is no guarantee that any certain services shall be required by the Town.)

The Town reserves the right to award this contract to more than one vendor. If the Town awards this contract to more than one vendor, then the primary Contractor shall be contacted first whenever maintenance or repairs are required. If the primary Contractor can respond within a satisfactory time frame, as determined by the Town, that Contractor shall perform the work. The secondary vendor will be used in the event of a scheduling conflict, or when there is multiple pump failure or other major problems.

Contractors are to price their offers listing the percentage markup for repair parts, purchased by the Contractor.

- a. No markups will be paid on delivery charges for parts shipped to Contractor or for unauthorized outside labor.
- b. Contractor shall provide evidence of purchased price for all repair parts to be marked up.
- c. Contractor shall provide a firm quote for all purchased repair parts and receive a written confirmation from the Town before ordering.
- d. Parts to be fabricated by Contractor shall be quoted before use in repairs for Town of Florence.

Contractors are to price their offers listing the requested Labor Rates and Flat Rate Pricing.

- a. Overtime shall be considered as weekdays before 6am and/or after 5pm, if agreed upon by the Town and Contractor.
- b. Holidays shall be considered as those holidays normally observed by the Contractor, if agreed upon by the Town and Contractor.
- c. Price for pump rig (removing / reinstalling well) and three-man crew. Must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- d. Price for well rig (conduct well maintenance activities such as brushing and bailing well) and two-man crew. Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization.
- e. Flat Rate Price must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization. Contractors shall have the ability to start emergency jobs within three (3) calendar days after receiving a "Notice to Proceed" from the Town. (A three (3)-day maximum is requested; response time will be an important consideration in awarding the contract).

The Contractor shall agree to work until the repair is complete; including weekends and/or holidays unless they are excluded by the Town at the time service is requested. The time frame for disassembly and inspection shall be no more than five (5) working days from the time the Contractor picks up the pump. The time frame for repair shall be stated on the estimate

The Contractor's repair facility shall be located within sixty (60) miles of the Town. Refer to Appendix A for a list of active wells sites.

3. **MINIMUM QUALIFICATIONS.** Contractor shall demonstrate that they have at least ten (10) years of field experience repairing and maintaining wells. Contractor shall provide documentation that shows that lead personnel and shop repair technicians have a minimum of five (5) years of experience repairing wells and well equipment.
4. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the Town of Florence, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the Town with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the Town reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the Town requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the Town is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the Town.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the Town's Risk Manager.



Town of Florence
Public Works Department
444 N. Warner Street
Florence, AZ 85132
(520) 868-7614
www.florenceaz.gov

**Deep Well and Well Pump Maintenance and Repair
ADDENDUM #3
Questions and Answers
July 2, 2019**

There were no questions asked for this RFP.

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**


Coolidge Engine & Pump, LLC
(Name of Corporation)

RESOLVED that Jack W. Moore, Owner of
(Person Authorized to Sign) (Title)

Coolidge Engine & Pump, LLC ("Corporation") is authorized to sign and submit the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors

held on the 9 day of July, 2019.

By 
Title Owner

(SEAL)

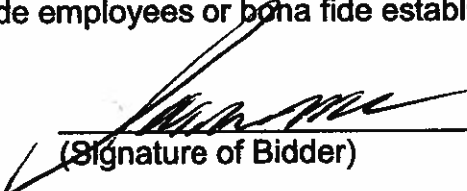
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

I, Jack W. Moore of the City/Town of Coolidge, in the County of Pinal and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Owner a _____ of the firm of Coolidge Engine & Pump, LLC, the Bidder making the Bid for the Deep Well & Well Maintenance & Repair Services Town of Florence Project RFP Number 2019001 and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

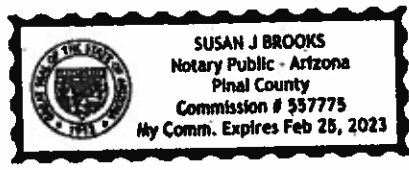
I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:



(Signature of Bidder)
Jack W. Moore

(Printed or Typed Name of Bidder)
(Seal of Corporation)

Sworn to before me this 9 day of July, 2019 in the County of Pinal, State of Arizona.





(Notary Public)

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All Offeror's / vendors must select one of the following and thereby certify that:

 X My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

 My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Coolidge Engine & Pump, LLC

Company Name


Signature of Authorized Person

P. O. Box 957
4057 East Wilshire Ave

Address

Jack W. Moore

Printed Name of Authorized Person

Coolidge AZ 85128-0018

City State Zip

Owner

Title of Authorized Person

DEVIATION / COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document made a part of this solicitation, all such deviations shall be listed on this certificate form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with the Requirements for Proposers, Special Conditions, or any other Contract Document, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed.)

Waiver Of Insurance Amounts (See Attachments)

By signing below, I agree, certify, and warrant that the offer / proposal I am submitting X does does not (check one) deviate from the Requirements for Proposers, Special Conditions, or any other Contract Document listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on the form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

<u>Jack W. Moore</u> Printed Name	 Signature	<u>July 9, 2019</u> Date
--------------------------------------	--	-----------------------------

THIS PAGE MUST BE RETURNED WITH THE OFFER / PROPOSAL

Coolidge Engine & Pump, L.L.C.

June 21, 2019

Coolidge Engine & Pump, LLC
P. O. Box 957
4057 East Wilshire Ave.
Coolidge, AZ 85128-0018

RE: Deviation / Compliance Certification

I am requesting a waiver of some limits on insurance that are higher than normal for a Project of this type.

Jack Moore


Owner/Managing Partner
Coolidge Engine & Pump, LLC

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project are listed below and attached hereto as Attachment #1.

List of Special Provisions:

Plans: Not Applicable

Details: Not Applicable

Specifications: Not Applicable

Other Special Provisions: Not Applicable

Coolidge Engine & Pump, L.L.C.

STATEMENT OF QUALIFICATIONS

Coolidge Engine & Pump had been in operation since 1985. Prior to 2003, we were a Sole Proprietor, DBA Coolidge Engine & Pump Company; in 2003, we reorganized to become a Limited Liability Company.

We have been operating within Pinal County, repairing both agricultural and municipal pumps and wells, and in 2009 we expanded our operation to include a portion of Cochise County in Southern Arizona. Our experience is extensive and clients include Arizona Water Company; Maricopa Stanfield Irrigation & Drainage District; The Town of Florence; The Bureau Of Indian Affairs - Coolidge; Gila River Indian Irrigation & Drainage District; along with a great number of growers including Farmers Investment Company; National Pecan; Bowie Pecan; and over two hundred (200) domestic wells in both Pinal and Cochise Counties. All of our employees are well trained and experienced in all aspects of well and pump repairs.

Coolidge Engine & Pump, L.L.C.

Page 1 of 2

PREVIOUS CONTRACTS AND CONTACT INFORMATION

Coolidge Arizona Welfare Farm #3 – Non-Contractual

- Water Well Repairs
- \$30,000.00 to \$80,000.00 Per Project
- Eddie Nevitts (480) 797-8025 Nevitteieio@aol.com
P. O. Box 40 Coolidge, AZ 85128-0040

ED-3 Maricopa Stanfield Irrigation & Drainage District - Non-Contractual

- Supplied and ordered Bowl Assemblies
- \$602,064.07 Total from September of 2012 - Current
- Sherry Davis (520) 560-6177 sherry@msidd.com
41630 West Louis Johnson Drive Maricopa, AZ 85238

Gila River Indian Irrigation & Drainage District - Contract No. C6374

- Water Well Repairs
- Contract Value - \$1,006,524.44
- Ron Allison (520) 562-6722 rcalliso@griidd.com
P. O. Box 2160 Sacaton, AZ 85147

Farmers Investment Company-Sahuarita/San Simon Arizona - Non-Contractual

- Water Well Repairs
- \$40,000.00 to \$90,000.00 Per Project
- Lorne Miller (520) 845-0412 amiller@greenvalleypecan.com
P. O. Box 7 Sahuarita, AZ 85679-0007

North Bowie Farming – Non-Contractual

- Water Well Repairs
- \$36,000.00 to \$88,992.00 Per Project
- Mark Cook (520) 847-1302 mark@northbowiefarming.com
P. O. Box 65 Bowie, AZ 85605

Bureau of Indian Affairs - San Carlos Irrigation Project

- Water Well Repairs
- 2010 - \$265,000.00 - Solicitation RMH00100053
- 2011 - \$325,000.00 - Contract No. A11PC00315
- 2012 - \$325,000.00 - Contract No. A11PC00315
- 2013 - \$325,000.00 - Contract No. A11PC00315
- 2014 - \$325,000.00 - Contract No. A11PC00315
- 2015 - \$325,000.00 - Contract No. A11PC00315
- 2016 - \$325,000.00 - Contract No. A11PC00315
- 2017 - \$537,686.80 - Contract No. A17PC00015
- 2018 - \$982,392.67 – Contract No. A17PC00015
- Kyle Varvel (520) 562-3372 kyle.varvel@bia.gov
P. O. Box 2220 Stanfield, AZ 85147

Jack Moore
P. O. Box 957
4057 Wilshire Ave
Coolidge, AZ 85228
(520) 723-4556
cepllc1001@qwestoffice.net

**EMPLOYMENT
HISTORY**

Production Manager, Dela Tek Inc. 1971-1988
Coolidge, AZ 85228

- Assembly Line Coordinator for all production
- Scheduling for all production
- Cost Analysis and Equipment Design and Set Up for all production

Maintenance and Transportation 1988-1992
Supervisor Florence Unified School
District
Florence, AZ 85232

- Director of all operations of school physical plant and classroom repairs.
- Complete scheduling of transportation and vehicle assignment for faculty and students.

Owner Since 2003
Coolidge Engine & Pump, LLC 1992 - Current
Coolidge, AZ 85128

- Technician, mechanical repairs, electrical repairs, and installation of pumps and related equipment.
- Responsible for cost management, purchasing and assisting owner in day to day business operations
- Work scheduling, billing, payroll and all field operations
- In 2003, I assumed sole responsibility over the management of the entire business, and I continue to do field work as needed.

Coolidge Engine & Pump, L.L.C.

MINIMUM QUALIFICATIONS

Christopher Cantu – Machinist, Rig Operator, And Shop Repair Technician

Hire Date – February 10, 2014 Re-Hire Date – September 18, 2017

- **Thirty-Five years' field experience working in water well rehab, pulling and installing of turbine and submersible pumps, including all plumbing and electrical.**
- **Thirty-five years' experience as welder and fabrication**
- **Thirty-five years' experience as machinist and lathe operator.**

Ty Dowdy - Welder and Service & Shop Repair Technician

Hire Date – September 10, 2010

- **Ten years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.**
- **Twenty-two years' experience as a Welder**
- **Twelve years' experience in heavy equipment operation and maintenance**

Thomas Fleming – Shop Repair Technician, 2nd Man Pump Crew Operator

Hire Date – April 28, 2003

- **Twelve years' experience - Alternate Lead Pump Crew Rig Operator**
- **Fifteen years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.**

Coolidge Engine & Pump, L.L.C.

FIELD SERVICE RESPONSE CAPABILITY

Our mission is to look at each project as time sensitive, and try to respond to all customers in a timely fashion to facilitate as quick a repair as possible. We are a licensed contractor with the State of Arizona and no complaints have ever been filed against us with the Arizona Registrar of Contractors. We strive to maintain a safe working job site and equipment.

Our emergency response times are usually less than two hours (2 Hrs.) to diagnose a problem, and less than twenty-four hours (24 Hrs.) if repairs require a pump rig and crew.

Coolidge Engine & Pump, L.L.C.

Pg. 1 of 2

STATEMENT OF EMPLOYEE QUALIFICATIONS

Christopher Cantu – Machinist, Rig Operator, And Service Technician

Hire Date – February 10, 2014 Re-Hire Date – September 18, 2017

- Thirty-Five years' field experience working in water well rehab, pulling and installing of turbine and submersible pumps, including all plumbing and electrical.
- Thirty-five years' experience as welder and fabrication
- Thirty-five years' experience as machinist and lathe operator.

Ty Dowdy - Welder and Service Technician

Hire Date – September 10, 2010

- Ten years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.
- Twenty-two years' experience as a Welder
- Twelve years' experience in heavy equipment operation and maintenance

Thomas Fleming - 2nd Man Pump Crew Operator

Hire Date – April 28, 2003

- Twelve years' experience - Alternate Lead Pump Crew Rig Operator
- Fifteen years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Jeff Hyde - Rig Operator

Hire Date – September 9, 2011

- Four Years' Experience Lead Pump Crew Rig Operator
- Eight years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Joe Hyde – Rig Operator

Hire Date – April 29, 2011

- Two years lead Pump Crew Operator
- Eight years field experience in pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Anselmo Cantu – 2nd Man Pump Crew Operator / Alternate Rig Operator

Hire Date – March 31, 2014 Re-Hire Date – March 4, 2019

- Three years' experience as alternate lead Pump Crew Operator
- Five years' experience working in water well rehab and repair, pulling and installation of commercial, turbine and domestic pumps to include all necessary plumbing and equipment evaluation.

Josh Hyde - 2nd Man Pump Crew Operator

Hire Date – March 4, 2016

- Six years' field experience working in water well rehab and repair pulling and installation of commercial, turbine and domestic pumps, to include all necessary plumbing and equipment evaluation.

Florentino Murillo – 2nd Man Pump Crew Operator

Hire Date – February 26, 2016 Re-hire Date – February 20, 2019

- Three years' field experience working in water well rehab and repair pulling and installation of pumps

Isaiah Cantu – 3rd Man Pump Crew Operator

Hire Date – March 18, 2019

- Three Months Experience working on rig

Coolidge Engine & Pump, L.L.C.

IN HOUSE SHOP REPAIR/DIAGNOSTIC EQUIPMENT

Coolidge Engine & Pump, LLC maintains a fully functional machine shop for the repair of Boosters, Pumps and Motors.

- 3 Operational Lathes
- Arc Welder
- Hoist
- Standard and Metric Tools for pump repairs

Coolidge Engine & Pump, L.L.C.

EQUIPMENT AVAILABILITY

We provide all necessary equipment and man power to execute and complete all pump repairs. Our available equipment and vehicles include;

- 5 Pump Rigs
- 3 Crane Trucks
- 6 Service Vehicles
- 1 Mobile Welding Trailer
- Complete Machine Shop

Year	Make	Model	VIN	Cost New or Used	Leins Against It?	Additional Description
1974	GMC	Heavy Duty Rig	TJM734V561239		NO	Camel Back
1983	GMC	Bucket Truck	1GDE5D1AODV509256		NO	Bucket Truck
1989	Chevrolet	FB	1GBL7D1BOKV101467		NO	Rig & Truck
1990	Ford	F350	1FDKF38G6LNA03014	19,500.00	NO	5T Smeal & Truck
1992	GMC	C7H Series	1GDJ7H1P8NJ516758		NO	Top Kick/Small Crane Truck
1993	International	Truck	1HTSCPEN6PH499110	45,000.00	NO	R10 Smeal
1994	SPCON	FB	DRXC24746		NO	14' Trailer
1995		Trailer	95366		NO	Utility Trailer
2000	Freightliner	F70	1FV6HLBA3YHF46287	50,000.00	YES	\$25,000 SEMCO Rig
2001	Freightliner	F70	1FV6HJAA71HG9Z011	60,000.00	NO	Crane Truck
2004	Ford	F77	3FRXF75864V651234	59,900.00	NO	Crane Truck
2005	Chevrolet	2CH Silverado	1GCHC24U95E293409	9,313.80	NO	3/4 PU
2005	Big Tex	SA141 Trailer	4P5SA141752079649	1,591.50	NO	Utility PJ Trailer
2005	Carson	Trailer	5J3SU06105A020805	500.00	NO	8' Welding Trailer
2005	Freightliner		1FVACXDC45HU12055	127,483.00	YES	\$25,000 SEMCO Rig
2006	Chevrolet	Silverado	1GCHC24UX6E278399	27,881.20	NO	3/4 PU
2007	GMC	C7500	1GDM7C1377F418713	124,130.00	NO	R-12 Smeal W/Hoist
2011	Big Tex	Utility/Trailer	16VFX2027B2380128	4,657.65	NO	20' Trailer
2011	Big Tex	Utility/Trailer	16VAX0818B2A91532	1,219.02	NO	8' Trailer

Year	Make	Model	VIN	Cost New or Used	Leins Against It?	Additional Description
2013	Chevrolet	Silverado 2500 HD	1GC2CGXDZ190638	46,752.40	NO	2 WD Ext Cab PU
2014	GMC	Sierra 250	1GT02ZCG4EF184466	49,816.08	YES	4WD Reg Cab PU
2015	GMC	Sierra 250	1GT22XEG7FZ502025	55,246.96	YES	4WD Reg Cab PU
2015	Ford	F450	1FDOW4GT7FEC46542	59,826.18	YES	4 x2 Diesel Crew Cab
2015	Ford	F450	1FDOW4HTOFED19233	62,661.27	YES	4 x4 Diesel Crew Cab
2016	GMC	Sierra 2500 HD	1GT22SE89GZ154130	60,755.60	YES	4WD Diesel
2016	Big Tex	20'	16VFX202XG2081367	5,814.27	NO	20' Trailer
2017	Chevrolet	Silverado 1500	1GCRCPEC4HZ193335	42,280.48	YES	4 X 2 PU
	Clark	GPX40	GPX710U00549086	8,000.00	NO	Forklift
1998	Catapiller	RC60	Serial #9PJ1019	17,500.00	NO	Heavy Terain Fork Lift

Coolidge Engine & Pump, L.L.C.

BILLING/INVOICING SYSTEM

Coolidge Engine & Pump, LLC Accounts Receivable is processed in house. All inquiries can be sent to cepllc1001@qwestoffice.net , attention Gerri Scheller (Accounts Receivable).

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work
Hoover Drilling Company	P. O. Box 12596 Casa Grande, AZ 85122	Well Re-hab And Repair
Longmire Well Service	P. O. Box 759 Willcox, AZ 85644-0759	Well Video And Patching
Geuther Electrical, LLC	745 N. Gilbert Rd Gilbert, AZ 85234-4616	Electrical Apparatus Installation
Southwest Water Works Contractors	P. O. Box 6339 Phoenix, AZ 85005	Water Well Test Pumping

BY: _____
SURETY

BY: _____
AGENCY OF RECORD

Coolidge Engine & Pump, L.L.C.

STATEMENT OF SUB CONTRACTORS QUALIFICATIONS

We have a long-standing working relationship with Longmire Well Service who uses a Vortec Dual Cam Side Angle with Color camera to make videos, documenting well conditions.

Our brushing and bailing and re-lines are done by agreement with Hoover Drilling Company; we have had a twenty (20) year working relationship with him and are extremely satisfied with the quality and cost of his work.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Deep Well and Well Pump Maintenance and Repair** to the Town of Florence at the price(s) stated on attached Exhibit B.

OFFERORS MUST respond to the Pricing & Compensation document in an **Excel format.**

Vendor Name: **Coolidge Engine & Pump, LLC** Date: _____



INVOICE

COOLIDGE ENGINE & PUMP LLC

POST OFFICE BOX 957 · COOLIDGE, AZ 85128-0018

PHONE: (520) 723-4556

R.O.C.188885

cep11c1001@qwestoffice.net

8130

Pg 1 of 2

FINAL BILLING

Sold To:	Town of Florence	Job No:	8532
	P. O. Box 2670	Job Date:	December 05, 2018
	Florence, AZ 85132-3050	P. O. No:	51021 2B Outfitting

accountspayable@florenceaz.gov Invoice Date: February 28, 2019

QTY	PART NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
1	300 HP	U. S. VHS Motor With NRR			19,717 99
1	SP11M-14	Bowl Assembly MOD To Match Test Pump			19,988 32
380'	1 1/4"	SCH 80 Sounding Tube With Stainless Steel Couplings			943 45
1	S750	Discharge Head Complete			4,033 90
18	10" x 20'	Butt Column Pipe			14,200 20
1	10" x 10'	Butt Column Pipe			520 80
7	3" x 10"	Rubber Centering Spiders			84 00
1	10: x 2'	Head Nipple			257 25
1	3" x 29"	Stretch Tube	<i>IN HOUSE BUILD</i>		199 00
1		Headshaft, Nut And Key	<i>IN HOUSE BUILD</i>		345 00
19	3" x 1 15/16"	Peerless Tube And Shaft Assembly			17,627 06
1		Spin Rope, Pipe Dope, Shaft Oil, Stainless Steel Banding			0 0
		Gaskets, And Wiring Materials			2,039 48
1		Electrical Materials And Manual Switch With Associated			0 0
		Equipment For Operation Of Either Well			14,384 94
					94,321 39
		OUTSIDE LABOR – Geuther Electrical, LLC			
		Provide All Electrical Labor With Manual Switch To			
		Enable Operation From Either Well			2,600 00
		SCOPE OF WORK			
		Well Rig – Pump Installation			4,580 00

WHITE - CUSTOMER

YELLOW - OFFICE

PINK – ACCOUNTING

BID TABULATION SHEET

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work. It is the Town of Florence's intention to award for as many well rehabilitation and repairs as possible within budgetary constraints. Offeror's are requested to provide fixed-prices for the items listed below and estimate a "worst case" scenario for price of well repairs. The pricing for each individual well will be extended to the actual number of wells that finds are available for.

BASE PERIOD				
Item No.	Item Description	Qty	U/I	Total
01	Mobilization and preparatory work	1	EA	\$ 340.00
02	Labor and rig expenses to remove and install pumping equipment	1	EA HR	\$ 170.00
03	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			% 29%
04	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$ 1st - 700.00 2nd - 600.00
05	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
06	Machine Shop Hourly Rate	1	HR	\$ 45.00
07	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	EA HR	\$ 210.00
	TOTAL BASE PRICE			\$ 2,235.00

OPTION YEAR 1 (8/5/2019 - 6/30/2020)				
Item No.	Item Description	Qty	U/I	Total
08	Mobilization and preparatory work	1	EA	\$ 340.00
09	Labor and rig expenses to remove and install pumping equipment	1	EA HR	\$ 170.00
10	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			% 29%
11	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$ 1st - 700.00 2nd - 600.00
12	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
13	Machine Shop Hourly Rate	1	HR	\$ 45.00
14	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	EA HR	\$ 210.00
	TOTAL OPTION PRICE			2,235.00

SIMFLO

Invoice

Number	Date
191392	2/13/2019

Bill To:
COOLIDGE ENGINE & PUMP LLC PO BOX 957 COOLIDGE AZ 85128-0957

Ship To:
COOLIDGE ENGINE & PUMP LLC 4057 E WILSHIRE AVE COOLIDGE, AZ 85128 520-723-4556

Entered By	PO / Ordered By	Project/Job	Ship Via	Terms
TR	JACK	TOF 2B	DELIVER-SIMFLO	NET 30

Quantity	Description	Price Each	Amount
1	14 STAGE SP11M BOWL ASSEMBLY W/ 8" MALE CONE STRAINER	13,483.00	13,483.00
		Billed	\$19,968.32
			48.1%
REMIT PAYMENT TO: SIMFLO PO BOX 230 LUBBOCK, TX 79408-0230		Subtotal	\$13,483.00
		Sales Tax (8.1%)	\$1,092.12
		Total	\$14,575.12

ARIZONA
754 EAST MALEY
WILLCOX, AZ 85643
PHONE (520) 384-2273
FAX (520) 384-4042

TEXAS
2605 INTERSTATE 27
LUBBOCK, TX 79404
PHONE (806) 747-3411
FAX (806) 747-3960

KANSAS
2726 W JONES AVE
GARDEN CITY, KS 67846
PHONE (620) 275-4107
FAX (620) 275-8931

SALES ORDER

10S463421

Page: 1 of 1

Sell	Ship
To: COOLIDGE ENGINE PUMP CO P O BOX 957 COOLIDGE AZ 85128	To: COOLIDGE ENGINE PUMP CO WILSHIRE COOLIDGE AZ 85128 JACK M 520-251-1901

Sales Order Number	Sales Order Date	Ship date	Customer	Customer PO	Sales Person
10S463421	2/5/2019	2/7/2019	COO360	TOF 2B	Mark Skokan
Customer Contact	Payment Terms		Customer Reference	Branch : Rep : Warehouse	
	NET 30 DAYS Order 10S463421			2222 : CKEN : PH	
Customer Contact Phone	Shipping Terms	FOB Point	Carrier	Currency Code	
520-723-4556	Our Truck Phoenix		Our Truck Phoenix		

LN#	Product Code	Description	W/LN (lbs)	Qty	U/M	Unit Price	Total Price
1	PC10-27920-BJ	**EMAIL ALL INVOICES CEPLLC1001@QWESTOFFICE.NET** *1ST DELIVERY 8 AM THURS. 2/7*	11,772	18	EA	500.00 50.2% \$525.00	\$9,450.00 Billed \$14,200.20
2	PC10-27910-PJ	10" .279 X 10 T&C COLUMN 342# 3/16 TPR (J) GREEN GREEN	342	1	EA	48.8 \$350.00	\$350.00 Billed \$520.80
3	PC10-2792-BB	10 3/4" .279 X 2' 0" NPS X NPS NIPPLE GREEN X GREEN	62	1	EA	71.5 \$150.00	\$150.00 Billed \$257.25
Total Weight:			12,176				

Sales Tax Rate = 7.2%

7,290

Please visit us at www.kellypipe.com for a copy of our terms and conditions of sale.

Subtotal: **9,950.00**
Total Sales Tax **716.40**
Total: **10,666.40**



MITCHELL LEWIS & STAYER CO.
 PO Box 621
 Wilsonville, OR 97070
 Phone: 503-682-1800 Fax: 503-570-0712

INVOICE

Website: www.mitchellewis.com

Number	428060
Date	12/11/2018
Page	1

Bill To: 12667	COOLIDGE ENGINE & PUMP LLC PO BOX 957 COOLIDGE AZ 85128-0957	Ship To: SHIP	COOLIDGE ENGINE 4057 WILSHIRE AVENUE COOLIDGE, AZ 85128
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Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	wh	Freight	Ship Via
T.O.F 2B	12/11/18	150 KH1	2%10TH N30TH CO	AZ	376316	A1	PPA	DELIVERY TRUCK

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
HO300P2SLHX	Ordered By JACK US MOTOR 300HP 1785RPM WP1 VHS 460V PWS 3PH 20"BD PREM EFF 17150# THRUST 95.8% EFF 1-15/16" BX/COUPLING, PREMIUM EFFICIENT (95.8%) - NOT INVERTER DUTY RATED, EXTRA HIGH THRUST - 17,150#	1	1	0	EA	15309.00	EA	15309.00

Handwritten notes:
 ✕
 Omit 2070 Maelin
 on all motors
 28.8%
 19,717.9

Town of Florence Well # 28 Outfits

PLEASE DEDUCT 306.18 IF PAID BY 01/10/19	Merchandise	Misc	Discount	Tax	Freight	Total Due
	15309.00	.00		.00	.00	15309.00

THANK YOU - WE APPRECIATE YOUR BUSINESS

Customer Copy ... Last Page

CONDITIONS OF SALE: All returns are subject to a minimum 15% restocking fee. No returns or exchanges may be made without our prior written authorization. A service charge of 1-1/2% per month (18% per year) is applied to past due accounts. Claims regarding this invoice must be made within 10 days. Our liability ends with delivery to the carrier and all claims for in-transit damage or shortage must be made to carrier. Any warranty on this merchandise is limited to that provided by the manufacturer. The manufacturer's warranty is expressly in lieu of all other warranties express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Mitchell, Lewis & Staver Co. shall in no event be liable for any special or consequential damages. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call 503-682-1800. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.



GICON PUMPS & EQUIPMENT®

Pumping Solutions Icon

NOTE NEW REMIT TO BELOW

REMIT TO:
P O BOX 701
LUBBOCK, TX 79408-0701

1701 E. 3rd
Amarillo, TX 79102
800-530-4744

515 E 50th ST
Lubbock, TX 79404
800-530-4755

1119 S. Meadow
Odessa, TX 79761
800-530-4766

7508 W Madison ST
Tolleson, AZ 85353
800-772-6265

2110 Mabry Dr
Clovis, NM 86101
877-763-9508

4301 Garland Dr
Haltom City, TX 76117
866-656-0823

17922 N I-27
Abernathy, TX 79311
806-298-2024

Bill To:

COOLIDGE ENGINE & PUMP CO.
P.O. BOX 957
COOLIDGE AZ 85128

Ship To

COOLIDGE ENGINE & PUMP CO.
4057 WILSHIRE AVE
COOLIDGE AZ 85128

Invoice 823224

Date 02/07/19

Time 21:01:06

Co/Cust No	Order No	Customer PO	Ter	Sls Rep
1/4355000004	4L91B/00	TY	104	1004
Ship Via	Pay Type	Terms		Ref #
TBE	CHARGE	5.000%	10TH AFTER 25TH	

Item Number	Description	U/M	Ordered	Shipped	List Price	Disc	Total
-------------	-------------	-----	---------	---------	------------	------	-------

FOB Description:

050180		FT	380	380	1.11	.0%	421.80
	1 1/4 SCH 80 TBE PVC PIPE						
030301		EA	19	19	10.90	40.0%	124.26
	1 1/4 SS DROP PIPE COUPLING						

Billed Total \$943.45

72.77%

SUBTOTAL:	546.06
SALES TAX:	48.05

TOTAL: 594.11

DEPOSIT:	
AMT DUE:	594.11

Invoices are subject to Gicon Pumps & Equipment's "Trade Customs and Terms of Sale" contained at www.gpeld.com/AboutUs/TermsOfSale.aspx.

Finance Charges will be charged on all past due invoices at the maximum legal rate allowed.

All Invoices are due and payable at Lubbock, Lubbock County, TX.

Payments made by check must be drawn on a United States bank.



GICON PUMPS & EQUIPMENT®

NOTE NEW REMIT TO BELOW

Pumping Solutions Icon

**REMIT TO:
P O BOX 701
LUBBOCK, TX 79408-0701**

1701 E. 3rd
Amarillo, TX 79102
800-530-4744

515 E. 50th ST
Lubbock, TX 79404
800-530-4755

1119 S. Meadow
Odessa, TX 79781
800-530-4786

7506 W Madison ST
Tolleson, AZ 85353
800-772-6265

2110 Mabry Dr
Clovis, NM 88101
877-763-9508

4301 Garland Dr
Haltom City, TX 76117
866-656-0823

17922 N I-27
Abernathy, TX 79311
808-298-2024

Bill To:

COOLIDGE ENGINE & PUMP CO.
P.O. BOX 957
COOLIDGE AZ 85128

Ship To

COOLIDGE ENGINE & PUMP CO.
4057 WILSHIRE AVE
COOLIDGE AZ 85128

Invoice 823074

Date 02/06/19

Time 21:00:22

Co/Cust No	Order No	Customer PO	Ter	Sls Rep
1/4355000004	4L9P7/00	TOF ZB	104	1004
Ship Via	Pay Type	Terms		Ref#
GPE	CHARGE	5.000%	10TH AFTER 25TH	

Item Number	Description	U M	Ordered	Shipped	List Price	Disc	Total
-------------	-------------	-----	---------	---------	------------	------	-------

FOB Description:

BBDE300X105121	EA	7	7	13.50	48.0%	56.70
SPIDER BW 3 X 10					Billed	\$84.00

48.1%

8,870

x 3070

SUBTOTAL:	56.70
SALES TAX:	4.99

TOTAL: 61.69

DEPOSIT:	
AMT DUE:	61.69

Invoices are subject to Gicon Pumps & Equipment's "Trade Customs and Terms of Sale" contained at www.gpeltid.com/AboutUs/TermsOfSale.aspx.
 Finance Charges will be charged on all past due invoices at the maximum legal rate allowed.
 All Invoices are due and payable at Lubbock, Lubbock County, TX.
 Payments made by check must be drawn on a United States bank.



GICON PUMPS & EQUIPMENT®

NOTE NEW REMIT TO BELOW

Pumping Solutions Icon

REMIT TO:
P O BOX 701
LUBBOCK, TX 79408-0701

1701 E. 3rd
Amarillo, TX 79102
800-530-4744

515 E. 50th ST
Lubbock, TX 79404
800-530-4755

1119 S. Meadow
Odessa, TX 79761
800-530-4766

7506 W Madison ST
Tolleson, AZ 85353
800-772-6285

2110 Mabry Dr
Clovis, NM 88101
877-783-8508

4301 Garland Dr
Haltom City, TX 76117
866-856-0823

17922 N I-27
Abernathy, TX 79311
806-298-2024

Bill To:

COOLIDGE ENGINE & PUMP CO.
P.O. BOX 957
COOLIDGE AZ 85128

Ship To

COOLIDGE ENGINE & PUMP - EP
4057 WILSHIRE AVE
COOLIDGE AZ 85228

Invoice 823073

Date 02/06/19

Time 21:00:22

Co/Cust No	Order No	Customer PO	Ter	Sls Rep
1/4355000004	4L9P4/00	TOF ZB	180	1004
Ship Via	Pay Type	Terms		Ref#
GPE	CHARGE	5.000%	10TH AFTER 25TH	

Item Number	Description	U/M	Ordered	Shipped	List Price	Disc	Total
-------------	-------------	-----	---------	---------	------------	------	-------

FOB Description:

BBEC300X193X20PERTSA	EA	19	19	1,114.00	40.0%	12,699.60
3.00 X 1.93 X 20' PEERLESS TSA						

Billed \$17,627.04

38.8%

SUBTOTAL: 12,699.60

TOTAL: 12,699.60

DEPOSIT:
AMT DUE: 12,699.60

Invoices are subject to Gicon Pumps & Equipment's "Trade Customs and Terms of Sale" contained at www.gpeld.com/AboutUs/TermsOfSale.aspx.
 Finance Charges will be charged on all past due invoices at the maximum legal rate allowed.
 All Invoices are due and payable at Lubbock, Lubbock County, TX.
 Payments made by check must be drawn on a United States bank.

BID TABULATION SHEET

Provide all labor, equipment, and materials to perform well rehabilitation and repairs per the attached Scope of Work. It is the Town of Florence's intention to award for as many well rehabilitation and repairs as possible within budgetary constraints. Offeror's are requested to provide fixed-prices for the items listed below and estimate a "worst case" scenario for price of well repairs. The pricing for each individual well will be extended to the actual number of wells that finds are available for.

BASE PERIOD				
Item No.	Item Description	Qty	U/I	Total
01	Mobilization and preparatory work	1	EA	\$ 340.00
02	Labor and rig expenses to remove and install pumping equipment	1	EA HR	\$ 170.00
03	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			% 29%
04	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$ 1st - 700.00 2nd - 600.00
05	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
06	Machine Shop Hourly Rate	1	HR	\$ 45.00
07	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	EA HR	\$ 210.00
	TOTAL BASE PRICE			\$ 2,235.00

20 hours
code 13

OPTION YEAR 1 (8/5/2019 - 6/30/2020)				
Item No.	Item Description	Qty	U/I	Total
08	Mobilization and preparatory work	1	EA	\$ 340.00
09	Labor and rig expenses to remove and install pumping equipment	1	EA HR	\$ 170.00
10	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			% 29%
11	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$ 1st - 700.00 2nd - 600.00
12	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
13	Machine Shop Hourly Rate	1	HR	\$ 45.00
14	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	EA HR	\$ 210.00
	TOTAL OPTION PRICE			2,235.00

OPTION YEAR 2 (7/1/2020 - 6/30/2021)

Item No.	Item Description	Qty	U/I	Total
15	Mobilization and preparatory work	1	EA	\$ 340.00
16	Labor and rig expenses to remove and install pumping equipment	1	EA HR	\$ 170.00
17	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			% 29%
18	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	\$ 1st - 700.00 2nd - 600.00
19	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
20	Machine Shop Hourly Rate	1	HR	\$ 45.00
21	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	EA HR	\$ 210.00
	TOTAL OPTION PRICE			2,235.00

GRAND TOTAL	\$ 6,705.00
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EVALUATION OF OPTIONS

Except when its determined not to be in the Town's best interests, the Town will evaluate offers for ward purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Town to exercise the option(s).

Coolidge Engine Pump, LLC

P. O. Box 957 - 4057 E. Wilshire Ave.

Coolidge, AZ 85128

(520) 723-4556

ceplic1001@gwestoffice.net

Labor During Business Hours:

Field Repairs	\$	52.00 Per/Hou
Pump Rig With (1) Operator and (2) Helpers	\$	170.00 Per/Hou
Crane Truck With (1) Operator and (2) Helpers	\$	140.00 Per/Hou
Service Truck With (1) Electrician/Technician	\$	52.00 Per/Hou
Shop Repairs	\$	45.00 Per/Hou

Labor After Business Hours & Weekends:

Field Repairs	\$	78.00 Per/Hou
Pump Rig With (1) Operator and (2) Helpers	\$	232.00 Per/Hou
Crane Truck With (1) Operator and (2) Helpers	\$	204.00 Per/Hou
Service Truck With (1) Electrician/Technician	\$	78.00 Per/Hou
Shop Repairs	\$	67.50 Per/Hou

Parts, Etc.

Pump, New, Cost Plus

(Note: Due To The Immense Variances of Pump Sizes, Etc. - These Shall Be Priced As Cost Plus)

Pump Components, Parts, Etc. Cost Plus

Irrigation Water Well Repair, Inspection And Maintenance

Labor During Business Hours:

Drilling Rig Rate (Cable Tool Rig):(Note Up to 1000 Feet Depth) Well	\$	210.00 Per/t
Mobilization, Demobilization, Equipment, Materials And Labor For Up To A (3) Man Crew		\$340.00

Coolidge Engine & Pump, L.L.C.

Coolidge Engine & Pump, LLC Rate Schedule

• Pump Rig And 3 Man Crew	\$ 170.00 Per/Hr.
• Crane Truck And One Operator	\$ 60.00 Per/Hr.
• Crane Truck And Two Helpers	\$ 140.00 Per/Hr.
• Service Truck And Technician	\$ 52.00 Per/Hr.
• Shop Labor	\$ 45.00 Per/Hr.
• Field Labor And Repairs	\$ 52.00 Per/Hr.
• Technician Helper	\$ 40.00 Per/Hr.
• Machine Shop Labor	\$ 45.00 Per/Hr.

After Hours, Weekends, Holidays Will Be Time And A-Half

VENDOR QUESTIONNAIRE – PAGE 1 of 3

GENERAL	
Years in Business providing similar services: Since 2003	
Contractor's License No(s): ROC:188885 Type: K-29 (Submit a copy with the proposal)	
Number of employees at location serving this contract: 11	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Florence's proposed contract.	
Firm/Government Agency Name: Bureau of Indian Affairs - San Carlos Irrigation Project	
Contact Person: Kyle Varvel	Phone: (520) 840-2185
Address: P. O. Box 2220 204 West Pima Street, Bldg. T-5 Sacaton, AZ 85147	Fax: (520) 562-1923
	E-Mail Address: kyle.varvel@bia.gov
\$ Value of Work, Supplies/Services and Dates Provided: 2018 Contract Year - \$982,392.67	
Firm/Government Agency Name: Gila River Indian Irrigation & Drainage District	
Contact Person: Ron Allison	Phone: (520) 562-6704
Address: P. O. Box 2202 192 South "A" Street Sacaton, AZ 85147	Fax: (520) 562-2840
	E-Mail Address: rcalliso@griidd.com
\$ Value of Work, Supplies/Services and Dates Provided: 2019 Contract Year - \$475,000.00	
Firm/Government Agency Name: Farmer's Investment Company - San Simon	
Contact Person: Lorne Miller	Phone: (520) 591-5134
Address: P. O. Box 217 2590 Noland Road San Simon, AZ 85632	Fax:
	E-Mail Address: amiller@greenvalleypecn.com
\$ Value of Work, Supplies/Services and Dates Provided: 3/15/2019 - \$45,967.26 03/25/2019 - \$38,236.51 2/27/2019 - \$50,111.26 03/25/2019 - \$44,699.86	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name: **Coolidge Engine & Pump, LLC** Date: **July 9, 2019**

VENDOR QUESTIONNAIRE – PAGE 2 of 3

List any additions to equipment or personnel you anticipate if awarded this contract:

Sub-Contractors:

List Sub-Contractor that will participate in carrying out the obligations of any resulting contract.

Sub-Contractor Contact Name: Geuther Electrical Dan Geuther	Phone: (480) 353-8650
Contractor License Type: C-11	Type/Number: ROC: 204901
Sub-Contractor Contact Name: Hoover Drilling Company Tom Hoover	Phone: (520) 251-1449
Contractor License Type: CR-53	Type/Number: ROC: 315429
Sub-Contractor Contact Name: Longmire Well Service Mike Longmire	Phone: (602) 384-0816
Contractor License Type: C-53 & R-53	Type/Number: ROC: 315782
Sub-Contractor Contact Name: Southwest Water Works Contractors	Phone: (602) 442-1110
Contractor License Type:	Type/Number:

List any other information which may be helpful in determining your qualifications for this contract: **34 Years of experience in the water well industry.**

FINANCIAL

Company Management: Provide names and years with the Company:

President: **Jack W. Moore Owner/Managing Partner**

Controller:

Contractor/Representative (Who would handle this account: submit resume with proposal):
Jack W. Moore/Owner

Yearly sales volume at location serving this contract: **\$4,000,000.00 to \$5,000,000.00**

Banking Reference #1: Bank Name: **Pinal County Federal Credit Union**

Location: **Casa Grande/Coolidge** Officer: **Dixie Dill**

Vendor Name: **Coolidge Engine & Pump, LLC** Date: **July 9, 2019**

VENDOR QUESTIONNAIRE – PAGE 3 of 3

Bank Reference #2:		Bank Name:	
Location:		Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)			
Firm/Government Agency Name:		Gicon Pumps & Equipment	
Contact Person:	Debbie Gardner	Phone:	(623) 907-8754
Address:	7506 West Madison Street Tolleson, AZ 85353	Fax:	(623) 907-8761
		E-Mail Address:	debbie.gardner@giconpumps.com
Supplier of: Pumps, Bowl Assembly's, Tube & Shaft, Motors, Electrical Supplies			
Firm/Government Agency Name:		Kelly Pipe Company, LLC	
Contact Person:	Mark Skoken	Phone:	(602) 256-2990
Address:	1617 South 40th Ave. Phoenix, AZ 85009	Fax:	(602) 253-6781
		E-Mail Address:	mskokan@kellypipe.com
Supplier of: Column Pipe And Shafting			
Firm/Government Agency Name:		Simflo Pump, Inc	
Contact Person:	Bruce Akin	Phone:	(520) 384-2273
Address:	754 East Maley Street Willcox, AA 85643	Fax:	
		E-Mail Address:	bruce@simflo.com
Supplier of: Pumps, Bowl Assembly's, Motor, Electrical Supplies			
Insurance: Provide name of insurance carriers that provide coverage for your company.			
Automobile:		Auto Owners Insurance	
General/Contractor Liability:		Auto Owners Insurance	
Bonding:		Auto Owners Insurance	

Vendor Name: Coolidge Engine & Pump, LLC Date: July 9, 2019

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the Town’s Standard Terms and Conditions may render a Proposal Non-responsive.**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this proposal
- Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the Town prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this proposal
- Additional Materials attached (describe--attach additional pages if needed)

Request For Waiver On Insurance Amounts

Vendor Name: Coolidge Engine & Pump, LLC Date: July 9, 2019

VENDOR INFORMATION

Company Legal Name:

Coolidge Engine & Pump, LLC

Doing Business As (if different than above):

Address: **P. O. Box 957
4057 East Wilshire Ave.**

City: **Coolidge**

Zip Code: **85128-0018**

Phone: **(520) 723-4556**

Website:

DUNS #: **18-258-7345**

State of Incorporation: **Arizona**

Proposal Contact Name:

Jack W. Moore

Title:

Owner

Email:

cepllc1001@qwestoffice.net

Phone:

(520) 723-4556

If awarded, Day-to-Day Contact:

Jack W. Moore

Title:

Owner

Email:

cepllc1001@qwestoffice.net

Phone:

(520) 723-4556

SKIP THIS AFFIDAVIT IF:

___ Proposer is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

___ Proposer is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the Town for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the Town employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the Town for review and signing of the affidavit.)

- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: D 0 1 4
- ___ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: _____
- ___ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ : Place of birth: _____
- ___ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ : Place of birth: _____
- ___ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ___ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- ___ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ___ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ___ 9. **Refugee travel document.**
Date of Issuance: _____ : Refugee Country: _____
- ___ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ___ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ : Place of Issuance: _____
- ___ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ : Name of Tribe: _____
- ___ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ : Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature

Coolidge Engine & Pump, LLC July 9, 2019

Business / Company Name Date

Jack W. Moore

Owner

Print Name

Title

Verification of Attachment by Town Staff Member: _____


Signature

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D

9a END NONE

12 REST NONE

4b DLN [REDACTED]

3 DOB [REDACTED]

1 MOORE

2 JACK WAYNE

8 [REDACTED]



4b EXP 12/29/2023 4a ISS 12/27/2018

15 SEX M 18 EYES BLU

16 HGT 5'-10" 19 HAIR BRO

17 WGT 197 lb

12/29/53

Jack Wayne Moore

5 DD [REDACTED]

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the Town of Florence.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any Town employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the Town of Florence permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Florence's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Florence agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the Town that the respondent and each of its Sub-Contractors ("Sub-Contractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the Town.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the Town.
- j) It is current in all obligations due to the Town.
- k) It will accept such terms and conditions in a resulting contract if awarded by the Town.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Coolidge Engine & Pump, LLC

Signature: 

Printed Name: Jack W. Moore

Title: Owner

Date: July 9, 2019

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2019001**.

Term (if different than stated in the Milestones) _____
through _____

Awarded this _____ day of _____, 2019.

DEMONSTRATING LAWFUL PRESENCE

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits." Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefit to submit at least one of the following documents demonstrating "lawful presence" in the United States. The Principle of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

X	An Arizona driver license issued after 1996 or an Arizona non-operating identification license.
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements.)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States VISA.
	An I-94 with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian Affairs affidavit of birth.

** Attach copy of document to this sheet



 Signature of Applicant

July 9, 2019

 Date

 Signature of Municipal Employee

 Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Coolidge Engine & Pump, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P. O. Box 957 4057 East Wilshire Ave.

Town of Florence

**775 North Main Street
Florence, AZ 85132**

6 City, state, and ZIP code

Coolidge, AZ 85128-0018

RE: Town of Florence RFP #2019001

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
6	8			-	0	5	5	8
							8	2
							2	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Gene Scheller**

Date **July 08, 2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	051-574-207
Date Prepared:	7/18/2019
Prepared By:	Susan Jonas
Open Date:	6/19/2019
Close Date:	7/10/2019

Email Confirmation (\$5,000 or less)
 Written / Fax / Email (Mandatory over \$5,000 bids attached)

Sealed Bid Title: **Deep Well and Well Maintenance and Repair Services**

Formal Sealed Bid: Written Bid:

Item(s) (Include quality, Brand, Model & Color):
 2-Year Service Contract to repair and/or maintain the wells and well sites to include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casings, decommissioning wells, pulling and repairing booster pumps, new booster pumps, minor pipe work, sand separators, water treatment as needed and other items related to the well sites.

VENDOR NAME		CONTACT INFO:		Extended Price	Comments	
1	Name:	Coolidge Engine and Pump (34)	Contact:	Jack Moore	\$ 300,000.00	Scored 910 / 1000 on formal bid scoring sheet
	Address:	P.O. Box 957 Coolidge, AZ 85128	Phone:	620-723-4556		
	Quote #:		Fax:			
	Received:	7/10/2019	Email:	ceplc1001@gwestoffice.net		
		Date Notified of Decision:		REQ #:	55020	PO #:
2	Name:	Pump Pros LLC (100204)	Contact:		\$ -	DISQUALIFIED, for not meeting the requirements outlined in the RFP. Contractor does not meet the distance requirement.
	Address:	4436 N 39th Avenue Phoenix, AZ 85019	Phone:	602-269-5776		
	Quote #:		Fax:			
	Received:	7/10/2019	Email:			
		Date Notified of Decision:		REQ #:		PO #:
3	Name:	KP Ventures Well Drilling (100298)	Contact:		\$ -	DISQUALIFIED, for not meeting the requirements outlined in the RFP. Contractor did not submit the proper amount of copies.
	Address:	P.O. Box 2411 Coolidge, AZ 85328	Phone:	928-639-9336		
	Quote #:		Fax:			
	Received:	7/10/2019	Email:			
		Date Notified of Decision:		REQ #:		PO #:

Attach additional page(s), if necessary.

Vendor Selected: **Coolidge Engine and Pump**

Justification (if not lowest bid):

Department Head Approval:		Date:	7/19/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/27/19

Exhibits Attached:	Town of Florence Invitation to Bid and Addendums
	Coolidge Engine and Pump Bid Response
	Finance Director's Notice of Recommendation

If over \$24,999, must go to Town Council for approval.
 Attach this approved form to purchase request with written quotes, if applicable.

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of August 5, 2019 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Coolidge Engine and Pump, LLC., (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

RECITALS

WHEREAS, the Town desires to Contract for maintenance and repairs on deep wells, well pumps, and other items common to a well site. The services will include pulling and repairing deep well pumps, videoing wells, brushing and bailing well casing, decommissioning wells, and other related services. The services will also include pulling and repairing booster pumps, new booster pumps, minor pipe work, sand separators, water treatment as needed and other items described in Exhibit 1 (“**Scope of Work**” or “**Services**”);

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the **Services**, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The **Services** shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to

pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2021. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties. At the end of the initial term of this contract, the Town may initiate renewal(s) as provided. The decision to renew a contract rests solely with the Town. Two (2) two (2) year renewals are possible at the Town's option.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

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

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Coolidge Engine and Pump LLC
Jack Moore Owner
4057 Wilshire Avenue / P.O. Box 957
Coolidge, AZ 85128-0957
(520) 723-4556
cepllc1001@qwestoffice.net

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

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

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

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it. IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____

Name: _____

Its: _____


Approved as Form:

Clifford L. Mattice, Florence Town Attorney

Exhibit '1'
PRICING AND COMPENSATION

Deep Well and Well Pump Maintenance and Repair Services

BASE PERIOD				
Item No.	Item Description	Qty	U/I	Total
01	Mobilization and preparatory work	1	EA	\$ 340.00
02	Labor and rig expenses to remove and install pumping equipment	1	HR	\$ 170.00
03	MATERIAL MARK-UP RATE ONLY. Furnish pump bowls, custom pipe or tube shaft, well casing and other materials, submit copies of invoice with mark-up.			29 %
03.1	MATERIAL MARK-UP RATE ONLY. Specific to motors			20%
04	Downloadable color video log with two (2) DVDs and report. Truck mounted commercial grade camera with side looking capabilities.	1	EA	1 st \$700.00 2 nd \$600.00
05	Pump Rig Hourly Rate (3 man crew)	1	HR	\$ 170.00
06	Machine Shop Hourly Rate	1	HR	\$ 45.00
07	Drilling Rig Rate for bailing sand, casing, liners and repairs	1	HR	\$ 210.00
	TOTAL BASE PRICE			\$ 2235.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9d.
MEETING DATE: August 5, 2019 DEPARTMENT: Public Works, Water & Wastewater Division STAFF PRESENTER: Christopher Salas, Public Works Director/ Town Engineer SUBJECT: Ellison Mills Contracting LLC contract for On-Call Maintenance and Repair Services		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Authorization to contract with Ellison Mills Contracting LLC, utilizing Job Order Contract # 0816-14, through the City of Casa Grande Public Works On-Call Maintenance and Repair Services, through June 30, 2020 in an amount not to exceed \$300,000.

BACKGROUND/DISCUSSION:

Job Order Contracting services are an industry norm for Water and Wastewater Departments. Normal modifications are often needed, and it is not cost effective to prepare engineered construction documents in order to facilitate a formal bid solicitation. Oftentimes the preparation of construction documents are more expensive than the projects themselves. Larger maintenance projects are similarly cheaper to facilitate through the use of a Job Order Contracting. Activities that will be performed as part of this Job Order Contract are as follows:

Services will be provided on an as needed basis through a task-order process. The process will consist of the Town contacting the Ellison Mills Contracting and requesting proposal(s) for services related to an individual project. Ellison Mills Contracting will then prepare a detailed scope and budget for each individual Task Order. Scope and fee for each task order will be agreed upon between the Town Representative and Ellison Mills Contracting prior to proceeding with required services.

General Civil Construction / Repairs

Work anticipated to be performed under this category includes repairs to both above-ground and underground piping systems. Work may include removal & replacement of AC paving, concrete, etc., as may be necessary.

Tasks may include work such as the following: Repairs of water mains (up to 16" in diameter); repair of sewer pipelines (up to 48" in diameter); repair / replacement of various water valves; repair / reconstruction of sewer manholes; other related tasks as necessary.

Mechanical Services

Work anticipated to be performed under this category includes service and repair of mechanical process equipment such as: Belt Filter Presses; Sludge Thickeners; skimmers; blowers; various gates and weirs for fluid control; and various mixers used in fluid processes. Work anticipated also includes services required to maintain or repair components of the material recovery equipment and baler at the landfill facility.

Concrete and Masonry

Work anticipated to be performed under this category include: repairs, replacement, and minor construction of various concrete and masonry structures and appurtenances; other related tasks as necessary.

Cleaning of Pipe, Culverts, Drywells

Work anticipated to be performed under this category includes: Drywell inspection, maintenance, and cleaning; cleaning of storm-drain basins and pipelines; cleaning of retention basins.

Water Meter Services

Work anticipated to be performed under this category includes the following services in support of service to water customers; Meter reading services meter turn-on and turn-off services on a call-out basis; meter change-out services.

Cleaning of Sanitary Sewer Pipe and Manholes

Work anticipated to be performed under this category includes; cleaning, root cutting, video-inspection (CCTV), electronic inspection, leak detection, manhole repair and coating services.

A VOTE OF NO WOULD MEAN:

The Town is planning to utilize this contract for several maintenance projects that are outside the area of expertise of our staff. The Town is planning to rehabilitate and rebuild several manholes in poor condition, rebuild an inoperable sluice gate, and pipe modifications at the water and wastewater plants. A vote of no would delay all these projects that are high priority and time sensitive projects.

A VOTE OF YES WOULD MEAN:

A vote of yes would allow all these projects that are high priority projects to be completed in an efficient and expedient manner.

FINANCIAL IMPACT:

The cost to provide parts will not exceed \$300,000

of \$25,000 or More (specifically, 5.6321 of Vendor Selection)

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

City of Casa Grande Solicitation

City of Casa Grande JOC # 0816-14

Town of Florence Cooperative Cover Contract w/ Exhibit 1

**CITY OF CASA GRANDE, ARIZONA
NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS**

The City of Casa Grande will receive statement of qualifications for the following

**PUBLIC WORKS ON-CALL
MAINTENANCE & REPAIR SERVICES**

The City of Casa Grande intends to establish a pre-qualified list of Contractors to provide non-exclusive repair and maintenance services on an as-needed basis in support of the Public Works Department. This list shall include various disciplines and services. Each interested Contractor/Firm is invited to submit a Statement of Qualification (SOQ) detailing capabilities and experience in one or more of the categories listed in the RFQ.

Each response shall be in accordance with the RFQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85222, where copies can be obtained by calling the City Clerk's Office (520) 421-8600. All responses must be submitted by **2:00 pm** City time on **Friday, June 17, 2016** to the City Clerk at the address specified below.

Responses must be addressed to:

**Remy Miller, MMC
City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**STATEMENT OF QUALIFICATIONS for
PUBLIC WORKS ON-CALL
MAINTENANCE & REPAIR SERVICES**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Qualifications, or to reject any or all responses; to be the sole judge of the suitability of the materials offered, and to award a contract for the furnishing of the services it deems to be in the best interest of the City.

City of Casa Grande

James V. Thompson
City Manager



City of
Casa Grande

REQUEST FOR QUALIFICATIONS

FOR

PUBLIC WORKS ON-CALL

MAINTENANCE & REPAIR SERVICES

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SECTION 1: PROJECT DESCRIPTION

The City of Casa Grande intends to establish a pre-qualified list of Contractors to provide non-exclusive repair and maintenance services on an as-needed basis in support of the Public Works Department through Fiscal Year 2017. Contracts issued as a result of this solicitation may be extended on an annual basis through the end of FY 2019 at the option of the City. This list shall include various disciplines and services as described within other sections of this solicitation. Each interested Contractor/Firm is invited to submit a Statement of Qualification (SOQ) detailing capabilities and experience in one or more of the categories listed.

Assignment of available projects will be made to selected firms possessing necessary specialty as required. Projects assigned to any one Contractor are not to exceed a maximum of \$49,999 in aggregate fees within any Fiscal Year. No single award to any individual Contractor or firm will be in excess of \$20,000 and the total value of ALL services to be provided for any single project will not be in excess of \$24,999 in any Fiscal Year. **As these services are on an as-needed basis, no guarantee is made that ANY work will be assigned under this program.**

Contractors selected to perform any task under this solicitation shall be required to hold valid licensing as necessary for any task for which they intend to provide service(s) and as required by the Arizona Revised Statutes.

Contractors selected to perform any task under this solicitation shall be required to obtain and maintain insurance coverages as specified in the sample Contract. Contractors selected to perform any task under this solicitation shall also be required to obtain a City of Casa Grande business license.

Appendix "A" contains a listing of various categories of services and typical tasks which may be required in support of the City. Each interested Contractor shall review the list, and is required to specify those categories and services for which they wish to be considered.

SECTION 2: SCOPE OF WORK

Services to be provided under this on-call list are to be in support of the operation, maintenance, and repair of City-owned infrastructure. These services will be provided in support of the Wastewater, Streets, and Sanitation Divisions, but may be utilized as needed in support of other departments or divisions within the City.

The City Wastewater Division operates and maintains facilities which include: approximately 1.5 million linear feet of gravity sanitary sewer lines, 4,500 sewer manholes, ten sewer liftstations, and a Water Reclamation Facility (12 MGD capacity). Water facilities to be covered under this solicitation include: potable water production-well, two steel storage tanks, packaged booster-pump station, hypochlorite injection

system, approximately 300 services laterals and meters, and approximately 20 miles of small-diameter transmission and distribution piping.

The City's Sanitation Division operates and maintains a sanitary landfill facility which includes a scalehouse, materials recovery facility, and waste transfer facility.

The Streets Division operates and maintains approximately 310 centerline-miles of roadway, 33 traffic signals, 3600 streetlights, storm-drainage piping and culverts, and numerous retention basins and drywells for the capture and disposal of storm runoff.

The City of Casa Grande intends that this Request for Statement of Qualifications to be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

2.1 Character of Workers

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, with respect to the general public and all City personnel and property as may be necessary while fulfilling the daily assignments.

The City reserves the right to require the Contractor to remove any employee from the work area whom the City has deemed incompetent, careless, insubordinate, or whose continued employment on the work site is deemed by the City to be contrary to the public interest.

It is the responsibility of the Contractor to maintain all work areas to provide neat, clean and safe conditions during and upon completion of the required task.

The Contractor must exercise caution at all times for the protection of persons and property. Safety provisions for all applicable laws and ordinances shall be strictly observed. The Contract Administrator or representative may require the Contractor to discontinue potentially hazardous work practices upon notice.

2.2 Contact Information

Contractors selected shall be required to provide a single primary point of contact with responsible charge in negotiating and accepting work on behalf of the contractor. A valid email address and contact number shall be provided to the City for this person.

The Contractor shall also provide a minimum of two emergency contact numbers for work required to be performed on an emergency basis outside of normal working hours.

2.3 Response Timeframes

Work to be performed on a non-emergency basis shall be in accordance with the timeframes as negotiated and agreed to by the City, and shall be documented in work directive to be issued by the City.

The contractor shall be required to respond to emergency work within two hours of receiving notification from the City. Confirmation shall be provided to the City of the Contractor's intent to respond prior to mobilization of crews.

2.4 Materials

All materials to be provided by the Contractor shall be acceptable to the City, and be of new manufacture and free of defects. Costs for materials shall be as negotiated by the City. The City reserves the right to procure and supply any and all material for installation prior to execution of work directive.

SECTION 3: SUBMITTAL REQUIREMENTS

Contractors will be selected through a qualifications-based selection process. Contractors interested in providing services must submit a Statement of Qualifications (SOQ) that meets the criteria set forth in this section. Information included in the SOQ response may be used to evaluate your firm as part of any criteria, regardless of where that information is found in the SOQ. Information obtained from the SOQ and from any other relevant source, including independent investigation by the City, may be used in the evaluation and selection process.

Interested Contractors are to submit a detailed SOQ providing information on: capabilities, experience, staff, and past projects performed. The SOQ shall also contain a minimum of three (3) client references and their contact information. Submittal package must contain signed and completed copies of each of the forms contained in Appendix "C," packages submitted without these documents shall be deemed unresponsive, shall not be considered, and will be discarded.

Submittals must be delivered in a sealed package bearing the title of the solicitation. Packages must be delivered prior to the submittal deadline to the Address listed below; any submittal package received after the deadline shall not be considered and will be discarded.

Address and Submittal deadline information:

**TITLE: STATEMENT OF QUALIFICATIONS FOR
PUBLIC WORKS ON-CALL
MAINTENANCE & REPAIR SERVICES**

**SUBMITTAL DUE DATE: FRIDAY, JUNE 17, 2016
TIME: 2:00 PM**

SUBMIT TO: Remilie S. Miller, MMC
City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, AZ 85122

SECTION 4: GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

4.1 Definition of Terms Used in These Instructions

As used in these instructions, the following terms have the following meaning:

- A. "Attachments" means all items required of the Submitter as a part of the submittal.
- B. "Days" means calendar days unless otherwise specified.
- C. "Exhibits" means all items attached to the solicitation.
- D. "Submittal" means bid, submittal, quotation, and qualifications.
- E. "Submitter" means a vendor or provider who responds to any type of solicitation.
- F. "Project Manager" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
- G. "Solicitation" means an invitation for bids (IFB), a request for submittals (RFP), a request for quotations (RFQ) or a request for statement of qualifications (SOQ).

4.2 Preparation of Submittal

- A. Copies of Submittal: To be considered responsive, one (1) original and digital copy of the SOQ must be submitted in a sealed envelope or box with the SOQ Description and the submitter's name and address clearly indicated on the package by the deadline. The submittal must bear the original signature of an authorized representative of the submitter on the acknowledgement provided, and clearly identify a representative for contact, including a valid email address.
- B. Number of Pages and Format: The proposal shall have a maximum of five (5) pages, printed in black and white and stapled in the upper left

corner. These five pages are separate from the cover sheet and any required forms.

- C. Forms: No Facsimile or Telegraphic Submittals. A submittal shall be provided either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation must be legible and contain the same information requested on the form. A facsimile, telegraphic, or mailgram submittal will be rejected.
- D. Duty to Examine: It is the responsibility of each submitter to examine the entire solicitation, seek clarification in writing, and check its submittal for accuracy before submitting the submittal. Lack of care in preparing a submittal shall not be grounds for withdrawing the submittal after the submittal due date and time nor shall it give rise to any contract claim.
- E. Amendments: Each solicitation amendment, if any, shall be signed with an original signature by the person signing the submittal, and must be submitted no later than the submittal due date and time. Failure to return a signed copy of a material solicitation amendment may result in rejection of the submittal.
- F. Submittal Amendment or Withdrawal: A submittal may not be amended or withdrawn after the submittal due date and time except as otherwise provided under the City's Procurement Code or other applicable law.
- G. Public Record: Under applicable law, all submittals submitted and opened are public records and must be retained by the City of Casa Grande. Submittals shall be open to public inspection after contract award, except for such submittals deemed to be confidential by the City Casa Grande. If a submitter believes that information in its submittal should remain confidential, it must stamp as confidential that information and submit a statement with its submittal detailing the reasons that information should not be disclosed. The City of Casa Grande shall make a determination pursuant to the City of Casa Grande's Procurement Code and the Public Records laws of the State of Arizona.
- H. Exceptions to Terms and Conditions: A submittal that takes exception to a material requirement of any part of the solicitation, including a material term and condition of any proposed contract, may be rejected. Exceptions to the submittal documents shall be clearly set forth in an attachment to the submittal.
- I. Release of Project Information: The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City.

J. Non-compliant Submittals to be Rejected: Submitters are advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time
- Failure to deliver the submittal to the appropriate location
- Failure to provide complete, signed copies of required forms

These failures will result in disqualification and no action of the City, including late acceptance by the City Clerk, shall act to waive or otherwise affect the disqualification.

K. City Rights: The City of Casa Grande reserves the right to reject any or all Submittals, to waive any informality or irregularity in any Submittal received, to be the sole judge of the merits of the respective Submittals received, and to cancel any solicitation if deemed to be in the interest of the City to do so.

4.3 Inquiries

A. Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be directed solely to the City of Casa Grande Project Manager. The submitter may not contact or direct inquiries concerning this solicitation to any other employee. All Contractors interested in this project (including the Contractors employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Deputy City Manager, Department Heads and other staff. This policy is intended to create a level playing field for all potential Contractors, assure that contract decisions are made in public and to protect the integrity of the selection process. **The Project Manager/Contact Person for this Solicitation shall be:**

Kim Dunn
Civil Engineer
3181 N Lear Ave.
Casa Grande, AZ 85122
Kim_Dunn@casagrandeaz.gov

B. Submission of Inquires. **All inquiries are to be submitted via email ONLY.** Each inquiry shall clearly refer to this solicitation in the subject line of the email. A list of all inquiries received, and responses by the city, shall

be generated and be made available to all interested parties via posting on the City's website seven (7) days prior to the submittal deadline.

- C. Timeliness. Any inquiry must be submitted at least **ten (10) days** before the submittal due date and time. Failure to do so may result in the inquiry not being answered.
- D. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. A submitter may not rely on verbal responses to their inquiries.

4.4 Cost of Submittal Preparation

The City of Casa Grande shall not reimburse any submitter the cost of responding to a solicitation.

4.5 Certifications, Disclosure, and Disqualification

- A. Non-collusion, Employment, and Services. By signing the Submittal form, or other official contract form, the submitter certifies that:
 - i) They did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its submittal; and
 - ii) They do not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders.
- B. Disclosure. If the Contractor, business, or person submitting this submittal has previously been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Submitter must fully explain the circumstances relating to the preclusion or proposed preclusion in the submittal. If awarded, the submitter must include a letter with its submittal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- C. Disqualification. The submittal of a submitter who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will be rejected.

4.6 Award of Contract

- A. Number or Types of Awards. Where applicable, the City of Casa Grande reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City of Casa Grande. If the Contract Administrator determines that an aggregate award to one submitter is not in the City of Casa Grande's interest, "all or none" submittals shall be rejected.
- B. Contracting. Each Contractor or Firm selected shall be required to sign and execute a standard City of Casa Grande form of Contract, and conform to all requirements contained therein. This Contract shall not be a guarantee or promise of work; the execution of Contracts shall enable the City to direct work in an expeditious manner when required. A sample of such contract is included with this solicitation.
- C. Contract Inception. A submittal does not constitute a contract nor does it confer any rights on the submitter to the award of a contract. A contract is not created until the submittal is accepted in writing by the Casa Grande City Council and executed by the authorized signature of the City Manager and the Submitter.

4.7 Protests

Pursuant to Section 3.04.170 of the Casa Grande City Code, all protests shall be in writing and be filed with the City Clerk of the City of Casa Grande. To be considered timely, a protest of a solicitation any protest must be filed within three (3) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

4.8 Solicitation Order of Precedence

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

- A. Solicitation;
- B. Special Terms and Conditions, if any;
- C. Uniform General Terms and Conditions;
- D. Specifications;
- E. Exhibits;
- F. Special Instructions to Submitters; and
- G. Uniform Instructions to Submitters.

4.9 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Contracts Manager. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified on the first page of this solicitation.

APPENDIX “A”

SERVICE CATEGORIES

Services will be provided on an as needed basis through a task-order process. The process will consist of the City contacting the Contractor and requesting proposal(s) for services related to an individual project. The Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each task-order will be agreed upon between the City Representative and the Contractor prior to proceeding with required services.

All work to be performed under the On-Call program will be coordinated by the City's Project Manager (PM). For each project or task to be performed, the PM will select Contractor(s) from the list as appropriate and request a Scope & Fee proposal. Proposals will be reviewed and negotiated by the PM. Solicitation of proposal shall not be construed as a guarantee that the work will be assigned. The City reserves the right to reject any proposal. Contractor may **NOT** begin work on any job until a detailed scope and fee proposal has been submitted and approved by the Project Manager or his authorized representative. Payment for any work not authorized by the Project Manager or his authorized representative will not be made by the City of Casa Grande.

GENERAL CIVIL CONSTRUCTION/REPAIRS

Work anticipated to be performed under this category includes repairs to both above-ground and underground piping systems. Work may include removal & replacement of AC paving, concrete, etc. as may be necessary.

Tasks may include work such as the following: Repairs of water mains (up to 16" in diameter); repair of sewer pipelines (up to 48" in diameter); repair/replacement of various water valves; repair/reconstruction of sewer manholes; other related tasks as necessary.

ELECTRICAL

Work anticipated to be performed under this category includes troubleshooting, repair, replacement, and minor construction of electrical conduits, conductors, panels; other related tasks as necessary.

Tasks may include work such as the following: Testing, troubleshooting and repairs of general electrical system; troubleshooting and repairs of various Motor Control Centers; troubleshooting, repairs, replacement, and upgrades of distribution panels; troubleshooting, repairs, replacement, and upgrades of control panels; other related tasks as necessary.

INSTRUMENTATION AND CONTROLS

Work anticipated to be performed under this category includes troubleshooting, repair, replacement, calibration, modification, and minor installation of electrical conduits, conductors, devices, instruments, and programming. Work may also encompass radio-telemetry system repairs, modifications and installations.

Tasks may include work such as the following: Testing, integration, troubleshooting and repairs of instrumentation and controls systems; installation, calibration and repair of various instruments and devices; installation, modification, repairs of PLCs; programming of PLCs using RSLogix 5000; Programming of SCADA using Wonderware; other related tasks as necessary.

MECHANICAL SERVICES

Work anticipated to be performed under this category includes service and repair of mechanical process equipment such as: Belt Filter Presses; Sludge Thickeners; skimmers; blowers; various gates and weirs for fluid control; and various mixers used in fluid processes. Work anticipated also includes services required to maintain or repair components of the material recovery equipment and baler at the landfill facility.

PUMPS AND MOTORS

Work anticipated to be performed under this category includes service and repair of various pumps and motors. Services are to include both field services and shop services. Pumps may be water or wastewater service pumps.

Tasks may include work such as the following: Troubleshoot, and repair various pumps and motors including: vertical turbine pumping units; submersible motors and pumps; suction lift, positive displacement, and centrifugal pumps; other related tasks as necessary.

WATER- WELL SERVICES

Work anticipated to be performed under this category shall cover various production and monitoring wells owned and operated by the City. Services which may be required include pump removal and installation, downhole video services, well cleaning, well development, well sampling.

Tasks may include work such as the following: Installation and removal of well pumping units (vertical lineshaft and submersible); downhole video logging; well development; well repairs; well cleaning; well sampling; other related tasks as necessary.

CONCRETE AND MASONRY

Work anticipated to be performed under this category include: repairs, replacement, and minor construction of various concrete and masonry structures and appurtenances; other related tasks as necessary.

TANK CLEANING AND REPAIRS

Work anticipated to be performed under this category includes: inspection, cleaning, and repairs to existing steel and concrete tanks. Tanks to be covered under this category include various potable and wastewater service facilities.

Tasks may include work such as the following: services to steel potable water storage tanks; services for concrete tanks such as digesters, aeration basins, clarifiers; other related tasks as necessary.

TRAFFIC SIGNAL MAINTENANCE AND REPAIRS

Work anticipated to be performed under this category includes: inspection, troubleshooting, and repairs to existing traffic signal systems.

Tasks may include work such as the following: troubleshooting, repair, replacement of wiring, cabinets, and signal-heads; repair or replacement of poles, and pedestals; other related tasks as necessary.

CITY OWNED STREETLIGHT MAINTENANCE AND REPAIRS

Work anticipated to be performed under this category includes: inspection, troubleshooting, and repairs to existing City owned and maintained streetlights system.

The City may also need assistance with claims while collecting for damages from other parties who have damaged City Streetlight facilities. Additional as-needed City authorized work may also be required such as emergency repair or replacement of poles and fixtures, replacement or group replacement of non-functional lights with energy efficient lights i.e. LEDs and, relocation or upgrades of facilities, solar powered lighting, motion sensors, light shielding etc., concrete work, black top work and landscaping restoration associated with pole replacement. Items outside of the scope of streetlight maintenance services include, but are not limited to, underground cable repair and/or replacement, leaning poles and pole painting.

CONTROL OF DUST AND WEEDS

Work anticipated to be performed under this category includes application of surfactant to unpaved roadways for dust control; application of herbicide and pre-emergent products; other related tasks as necessary. Products to be supplied by

the contractor under this category shall be required to meet all applicable environmental regulations before application.

CLEANING OF PIPE, CULVERTS, DRYWELLS

Work anticipated to be performed under this category includes: Drywell inspection, maintenance, and cleaning; cleaning of storm-drain basins and pipelines; cleaning of retention basins.

WATER METER SERVICES

Work anticipated to be performed under this category includes the following services in support of service to approximately 300 water customers: Meter reading services; meter turn-on and turn-off services on a call-out basis; meter change-out services.

GROUNDSKEEPING SERVICES

Work anticipated to be performed under this category includes the following services on an as-needed basis: maintenance of landscaping in roadway medians, mowing of sod-areas within retention basins at the WRF, Tree Trimming, fertilization, maintenance and repairs of irrigation system and controllers at various locations.

CLEANING OF SANITARY SEWER PIPE AND MANHOLES

Work anticipated to be performed under this category includes: cleaning, root cutting, video-inspection (CCTV), electronic inspection, leak detection, manhole repair and coating services.

TRAFFIC CONTROL

Work anticipated to be performed under this category includes: provide traffic control plans and setups per MUTCD as needed.

FENCING AND GATES

Work anticipated to be performed under this category includes: installation, repair, replacement of chain-link fencing; installation of temporary fencing; installation, maintenance, repair of motorized gate openers and controls, etc.

BUILDING DEMOLITION AND SECURING

Work anticipated to be performed under this category includes: boarding up structures to prevent trespass and unauthorized entry utilizing a City approved design and demolition of structures.

PROPERTY CLEANING AND WEED REMOVAL

Work anticipated to be performed under this category includes: removal of junk, debris, trash, lumber, inoperable vehicles and other similar materials from properties; weed removal includes mowing, or otherwise removal of weeds on both residential properties and large vacant parcels.

APPENDIX “B”

SAMPLE CONTRACT FORM

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the _____ day of _____, 201____, by and between (hereinafter known as "Contractor"), a _____ authorized to do business in the state of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as " _____".

1. Scope of Contractor's Services.

The contractor agrees to provide services to the City for the performance of _____, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall be a sum total of \$ _____, as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall

be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition 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.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 33 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Dated this the day of , 20__.

EXHIBIT “A”—SCOPE OF SERVICES

SAMPLE

EXHIBIT “B”— PAYMENT SCHEDULE

SAMPLE

APPENDIX “C”

REQUIRED FORMS

THESE FORMS MUST BE SIGNED AND RETURNED WITH SUBMITTAL

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish services in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with the City of Casa Grande's **Sample** Contract

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

CONTACT PERSON: _____

EMAIL for CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE/TITLE: _____

Authorization for Release of Performance Information and Waiver

I, _____, the undersigned, on behalf of _____ (this company), being duly authorized to do so, do hereby consent and authorize all those companies and government entities listed in my Submittal to the City of Casa Grande, and any other government entity for whom this company has performed pre-construction and/or construction services, to disclose and release to the City of Casa Grande, or its representatives, information, records and opinions concerning this company's performance. The purpose of this disclosure is to provide references and background material to the City of Casa Grande. This company hereby waives any claim it may have against the City of Casa Grande or any company or entity providing information to the City of Casa Grande by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization shall be effective for one year, and a copy of this authorization shall be as valid and effective as the original.

Dated: _____

By: _____

Title: _____

SUBMITTAL CATEGORIES

Contractor/Firm Name: _____

Check Each Category/Task for which consideration is sought:

GENERAL CIVIL CONSTRUCTION/REPAIRS

- General water-main repairs
- General sewer-main repairs
- Manhole repairs
- Water valve repair/replacement

ELECTRICAL

- General electrical system services
- Motor Control Center services & repair
- Control panel services

INSTRUMENTATION AND CONTROLS

- PLC troubleshooting and repairs
- PLC Programming
- SCADA Programming
- Troubleshoot and repair controls systems
- Instrumentation calibration
- Integration

MECHANICAL SERVICES

- Service and repair various valves, gates, etc.
- Process equipment service and repair
- Service and repair of mixers
- Service and repair of landfill process components

PUMPS AND MOTORS

- Services for vertical turbine pumping units
- Services for submersible pumping units
- Motor repair services
- Services for various suction-lift pumping units

WATER- WELL SERVICES

- Installation / removal of vertical lineshaft pumping units
- Installation / removal of submersible pumping units
- Downhole video-logging services
- Well development
- Well rehabilitation
- Well sampling

CONCRETE AND MASONRY

- General concrete repairs, replacement, minor construction
- Special Inspections
- General masonry repairs, replacement, minor construction

Contractor/Firm Name: _____

Check Each Category/Task for which consideration is sought:

TANK CLEANING AND REPAIRS

- Services for steel potable water storage tanks
- Services for cleaning, inspection, and repair of concrete digesters
- Services for cleaning, inspection, and repair of concrete aeration basins
- Services for cleaning, inspection, and repair of concrete clarifiers

TRAFFIC SIGNAL MAINTENANCE AND REPAIRS

- Inspection
- Troubleshooting and Repair of wiring, cabinets, etc.
- Replacement / repair of poles, pedestals, bases

STREETLIGHT MAINTENANCE AND REPAIRS

- Inspection
- Troubleshooting and Repair of wiring
- Replacement / repair of poles, fixtures, bases
- Relocation / upgrades of facilities, solar powered lighting, motion sensors, light shielding, etc.

DUST AND WEED CONTROL

- Surfactant application
- Herbicide application

CLEANING OF PIPE, CULVERTS, DRYWELLS

- Pipe cleaning (storm-drains)
- Culvert cleaning / debris removal
- Retention-basin cleaning / Maintenance
- Drywell cleaning / Maintenance

WATER METER SERVICES

- Meter Reading
- Meter turn-on and turn-off services
- Meter change-out services

GROUNDSKEEPING SERVICES

- Median Landscape Maintenance
- Mowing of Basins
- Tree Trimming
- Irrigation System Maintenance, Repairs and Supplies

CLEANING OF SANITARY SEWER PIPE AND MANHOLES

- Sewer Cleaning
- Root Cutting
- Video Inspection
- Electronic Inspection
- Electronic Inspection
- Leak Detection

Contractor/Firm Name: _____

Check Each Category/Task for which consideration is sought:

TRAFFIC CONTROL

- Traffic Control Plans
- Traffic Control Setups

FENCING AND GATES

- Install, repair, replace Chain-link Fencing
- Install, temporary Chain-link Fencing
- Install, maintain, repair motorized Gate Operators and Controls

BUILDING DEMOLITION AND SECURING

- Boarding up structures to prevent trespass and unauthorized entry

PROPERTY CLEANING AND WEED REMOVAL

- Removal of junk, debris, trash, lumber, inoperable vehicles, etc.
- Removal of weeds, including mowing on residential properties / large vacant parcels



**City of
Casa Grande**

Public Works Department
3181 N. Lear Avenue
Casa Grande, AZ 85122
520-421-8625

Date: July 19, 2019

Attn: Mike Mills
Ellison Mills Contracting, LLC
3152 N. Lear Ave. Casa Grande, AZ 85122

RE: PW Maintenance Services on-call Contract

Dear Mr. Mills:

Although we have completed review and selection of awards for the FY20 program, there has been a delay in moving these forward through the Council Approval Process.

Therefore, this letter is intended to provide a formal extension of your existing contract with the City for providing services on an on-call basis. This extension shall be in place until such time as the contracts are executed for the FY20 program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. McKeon', written over a horizontal line.

Terrence S. McKeon, PE
Deputy Public Works Director & City Engineer
Public Works Department
City of Casa Grande

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the 25th day of August, 2016, by and between Ellison-Mills Contracting, LLC (hereinafter known as "Contractor"), an Arizona Limited Liability Company authorized to do business in the state of Arizona, whose address is 3152 N. Lear #2, Casa Grande, Arizona 85122, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Consultant to perform professional services for various projects associated with the FY16-17 On-Call Public Works Routine Maintenance and Services. Projects shall be assigned on an as-needed basis as determined by the City's Project Manager.

1. Scope of Contractor's Services.

This term of this Contract shall terminate on June 30, 2017. The City may, at its sole discretion, extend this Contract for two (2), one (1) year terms. At all times that this Contract is in effect (including both the initial term and the extension year) Contractor shall provide those services to the City as identified in Exhibit A, which is attached hereto and the terms of which are incorporated by reference herein.

2. Accounting and Payment for Contractor Services.

Payment to the Consultant shall be made based on the negotiated scope and fee agreed to by the City for any assigned project. Scope and fee negotiations shall be based on the provided base-rate sheet provided by the consultant and included herein as Exhibit A. Fees for any single assigned project shall not to exceed \$20,000.00 and shall not be in excess of \$49,999.00 for all work assigned in any fiscal year. City shall pay to Consultant, within thirty (30) days of the invoice, the amounts as negotiated; negotiations shall be based upon the consultant's standard fee schedule included in Exhibit B; provided, however, that Consultant shall invoice the City only on a percentage of completion basis. City and Consultant may also agree to different payment terms if done so in writing and signed by the City Manager.

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall

be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition 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.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 33 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

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). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Cooperative Purchasing.

This contract shall be used for the City of Casa Grande. In addition to use by the City of Casa Grande, it is intended that this Contract be extended to allow for use by other municipalities, government agencies and bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity, and be done with the approval of the Contractor.

Dated this the ___ day of August, 2016.

City of Casa Grande, an Arizona municipal corporation.

Ellison-Mills Contracting, LLC, an Arizona Limited Liability Company.

By: [Signature]
Larry D. Rains,
City Manager

By: [Signature]
Name: Mike Mills
Title: Owner

Attest:

[Signature]
Remilie S. Miller, City Clerk



Approved as to form:

[Signature]
Brett Wallace, City Attorney

State of Arizona)
County of Pinal) ss

Ellison-Mills Contracting, LLC
Acknowledgment

On this 25th day of August, 2016, Mike Mills personally appeared before the undersigned and acknowledged him/herself to be the Owner of Ellison-Mills Contracting, LLC being authorized so to do, executed the Agreement between Ellison-Mills Contracting, LLC and the City (identified in City of Casa Grande records as C.G. Contract No. 0816-14) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: 3-8-2019

[Signature]
Notary Public

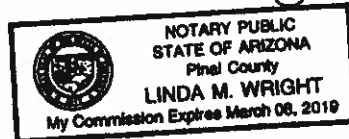


EXHIBIT "A"—SCOPE OF SERVICES

APPENDIX "A"

SERVICE CATEGORIES

Services will be provided on an as needed basis through a task-order process. The process will consist of the City contacting the Contractor and requesting proposal(s) for services related to an individual project. The Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each task-order will be agreed upon between the City Representative and the Contractor prior to proceeding with required services.

All work to be performed under the On-Call program will be coordinated by the City's Project Manager (PM). For each project or task to be performed, the PM will select Contractor(s) from the list as appropriate and request a Scope & Fee proposal. Proposals will be reviewed and negotiated by the PM. Solicitation of proposal shall not be construed as a guarantee that the work will be assigned. The City reserves the right to reject any proposal. Contractor may **NOT** begin work on any job until a detailed scope and fee proposal has been submitted and approved by the Project Manager or his authorized representative. Payment for any work not authorized by the Project Manager or his authorized representative will not be made by the City of Casa Grande.

GENERAL CIVIL CONSTRUCTION/REPAIRS

Work anticipated to be performed under this category includes repairs to both above-ground and underground piping systems. Work may include removal & replacement of AC paving, concrete, etc. as may be necessary.

Tasks may include work such as the following: Repairs of water mains (up to 16" in diameter); repair of sewer pipelines (up to 48" in diameter); repair/replacement of various water valves; repair/reconstruction of sewer manholes; other related tasks as necessary.

MECHANICAL SERVICES

Work anticipated to be performed under this category includes service and repair of mechanical process equipment such as: Belt Filter Presses; Sludge Thickeners; skimmers; blowers; various gates and weirs for fluid control; and various mixers used in fluid processes. Work anticipated also includes services required to maintain or repair components of the material recovery equipment and baler at the landfill facility.

CONCRETE AND MASONRY

Work anticipated to be performed under this category include: repairs, replacement, and minor construction of various concrete and masonry structures and appurtenances; other related tasks as necessary.

CLEANING OF PIPE, CULVERTS, DRYWELLS

Work anticipated to be performed under this category includes: Drywell inspection, maintenance, and cleaning; cleaning of storm-drain basins and pipelines; cleaning of retention basins.

WATER METER SERVICES

Work anticipated to be performed under this category includes the following services in support of service to approximately 300 water customers: Meter reading services; meter turn-on and turn-off services on a call-out basis; meter change-out services.

CLEANING OF SANITARY SEWER PIPE AND MANHOLES

Work anticipated to be performed under this category includes: cleaning, root cutting, video-inspection (CCTV), electronic inspection, leak detection, manhole repair and coating services.

EXHIBIT "B"— PAYMENT SCHEDULE

APPENDIX "B"

FEE SCHEDULE

The City of Casa Grande has established a pre-qualified list of Consultants to provide non-exclusive construction, repair, and maintenance services on an as-needed basis in support of various City departments and projects.

This Contract shall not be a guarantee or promise of work; the execution of this Contract shall enable the City to direct work in an expeditious manner when required.

Assignment of available projects will be made to the selected firms possessing necessary specialty as required. Projects assigned to any one consultant are not to exceed a maximum of \$49,999 in aggregate fees within any Fiscal Year. No single award to any individual consultant or firm will be in excess of \$25,000.

The City of Casa Grande Project Manager (PM) or his designated representative shall select from this list qualified firm(s) as appropriate for any given project. The PM or his designated representative shall enter into negotiations with the selected firm for scope and fees. Once an agreement is reached, a purchase order and notice to proceed shall be issued to the firm.

WORK SHALL NOT COMMENCE ON ANY PROJECT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY



CERTIFICATE OF LIABILITY INSURANCE

ELLIS-4 OP ID: D8

DATE (MM/DD/YYYY)
12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hill & Usher LLC Insurance, Bonds, Benefits, 3033 North 44th Street, #300 Phoenix, AZ 85018 Richard B. Usher	CONTACT NAME: Commercial Service Team	
	PHONE (AZC. No. Ext.): 802-956-4220	FAX (AZC. No.): 802-956-4418
ADDRESS: doccontrol@hillusher.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co		26674
INSURER B: Charter Oak Fire Ins Co.		26616
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


INSURED: Ellison Mills Contracting LLC
3162 North Lear #2
Casa Grande, AZ 85122-8146

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CO3782X324-TL-16	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8103079X038	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB3079X038	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater		8806098X643	12/31/2017	12/31/2018	LSD/RNTD 1,000,000 DED 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PUBLIC WORKS ON-CALL MAINTENANCE AND REPAIR SERVICES. ADDITIONAL INSURED FORMS CG D246 & CA T353 ATTACHED. WAIVER OF SUBROGATION FORMS CG D316, CA T353 & WC 000313 ATTACHED.

CERTIFICATE HOLDER CITYCAS CITY OF CASA GRANDE 3181 N. LEAR AVE CASA GRANDE, AZ 85122	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "product-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis on a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured, which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

8. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 3. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:
"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:
Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:
 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

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3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury", "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$600 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.3., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -01**

POLICY NUMBER DIAUB-3079203-8

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**



Town of Florence Bid Tabulation Sheet

General Ledger Account Number:
051-574-217
052-575-217
052-576-217

Email Confirmation (\$5,000 or less) Date Prepared: **7/19/2019**
Written / Fax / Email (Mandatory over \$5,000 bids attached) Prepared By: **SUSAN JONAS**

Sealed Bid Title: _____ **Formal Sealed Bid :** **Written Bid:** **Open Date:** _____
 _____ **Close Date:** _____

Item(s) (Include quality, Brand, Model & Color):
City of Casa Grande JOC #0816-4 - Public Works On-Call Maintenance & Repair Services - the Town of Florence will be utilizing the contract for the Water and Wastewater Divisions.

VENDOR NAME	CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments		
1	Name:	Ellison Mills Contracting (100385)	Contact:	Jason DeCarlo			\$ 300,000.00	UTILIZING CITY OF CASA GRANDE JOC #0816-14. BLANKET PO FOR ON-CALL SERVICES. RCA TO COUNCIL 6.5.2019		
	Address:	3152 N Lear Ave, Suite 2 Casa Grande, AZ 85122	Phone:	520-876-4004						
	Quote #:		Fax:							
	Received:		Email:	ldecarlo@ellison-mills.com	REQ # :	55029			PO #:	
			Date Notified of Decision:							
2	Name:		Contact:				\$ -			
	Address:		Phone:							
	Quote #:		Fax:							
	Received:		Email:		REQ # :				PO #:	
			Date Notified of Decision:							
3	Name:		Contact:				\$ -			
	Address:		Phone:							
	Quote #:		Fax:							
	Received:		Email:		REQ # :				PO #:	
			Date Notified of Decision:							

Attach additional page(s), if necessary.

Vendor Selected:
 Ellison Mills Contracting LLC (100385)

Justification (if not lowest bid):
 UTILIZING CITY OF CASA GRANDE JOB ORDER CONTRACT 0816-14 - BLANKET PO FOR ON-CALL SERVICES

Department Head Approval:		Date:	7/19/19
Finance Director Approval:		Date:	7/19/19
Town Manager Approval:		Date:	7/22/19

Exhibits Attached:
 CITY OF CASA GRANDE - JOC SOLICITATION
 CITY OF CASA GRANDE - JOC #0816-14

If over \$24,999, must go to Town Council for approval.
 Attach this approved form to purchase request with written quotes, if applicable.

**TOWN OF FLORENCE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of August 5, 2019 (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Ellison Mills Contracting LLC., (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

RECITALS

WHEREAS, the Town desires to Contract for On-Call Professional Services. Services will be provided on an as needed basis through a task-order process. The process will consist of the Town contacting Contractor and requesting proposal(s) for services related to an individual project. Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each Task Order will be agreed upon between the Town and Contractor prior to proceeding with required services;

WHEREAS, Contractor is duly qualified to perform the requested services;

WHEREAS, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

WHEREAS, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Casa Grande JOC #0816-14 Contract dated August 25, 2016 between the City of Casa Grande and Ellison Mills Contracting, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Casa Grande for the Services (“Master Contract”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

AGREEMENTS

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “Services”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and

Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

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

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are Contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

4.12.3 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

4.12.4 The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

4.12.5 The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

4.12.6 Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 The provisions of this Section must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State

of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.12.8 The provisions of this Section 4.12 must be included in any Contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Ellison Mills Contracting LLC
Jason DeCarlo
3152 N Lear Avenue, Suite 2
Casa Grande, AZ 85122
(520) 876-4004
jdecarlo@ellison-mills.com

In the case of Town: Town of Florence
775 N, Main Street
PO Box 2670
Florence, AZ 85132
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Casa Grande JOC Contract dated August 25, 2016 between the City of Casa Grande and Ellison Mills Contracting, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Casa Grande for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

5.0 INSURANCE

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

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

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

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: _____
Tara Walter, Mayor

By: _____

Name: _____

Its: _____

ATTEST:

Lisa Garcia, Town Clerk

By: _____
Contractor

By: _____

Name: _____

Its: _____

Approved as Form:

Clifford L. Mattice, Florence Town Attorney

EXHIBIT "1"

FEE SCHEDULE

The City of Casa Grande has established a pre-qualified list of Consultants to provide non-exclusive construction, repair, and maintenance services on an as-needed basis in support of various City departments and projects.

This Contract shall not be a guarantee or promise of work; the execution of this Contract shall enable the City to direct work in an expeditious manner when required.

Assignment of available projects will be made to the selected firms possessing necessary specialty as required. Projects assigned to any one consultant are not to exceed a maximum of \$49,999 in aggregate fees within any Fiscal Year. No single award to any individual consultant or firm will be in excess of \$25,000.

The City of Casa Grande Project Manager (PM) or his designated representative shall select from this list qualified firm(s) as appropriate for any given project. The PM or his designated representative shall enter into negotiations with the selected firm for scope and fees. Once an agreement is reached, a purchase order and notice to proceed shall be issued to the firm.

WORK SHALL NOT COMMENCE ON ANY PROJECT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY

MEMORANDUM

To: Mayor and Town Council
From: Brent Billingsley, Town Manager
Copy: Department Heads
Date: August 5, 2019
Re: Town Manager's Report



I thought that it would be important to make the connection between the Council Strategic Plan and current Town priorities; therefore, this memo provides select updates by Strategic Plan Area. It is not intended to be exhaustive list, just an update on one project per area. I do not want to supplant or duplicate the individual department reports that Council receives on a monthly basis.

Community Vitality: When the aquatic center opened the 2019 Summer Swim Season on May 18th, it marked the beginning of our fifth season of operations. Through July 22nd, both attendance and revenue numbers are higher compared to last year which can be attributed to several reasons:

- Increase in social media and other promotional outlets
- Increase in number of and quality of events and programs at the center
- Increase from out-of-town visitors. Staff estimates 10% of our daily open swim visitors are from other areas (San Tan Valley, Queen Creek, Coolidge, Eloy, Casa Grande and even Tucson)
- Hosting the annual Az Swim League Championships brings swimmers and their families from several outlying Pinal County communities as well as Tucson. This exposure may also lead to increased attendance.
- Hosting Florence High School swim meets. Again, people who attend these meets are not usually aware of the existence of the aquatic center.
- The aquatic center managerial staff, lifeguards and cashiers are performing at a high level in customer service as well as upkeep and cleanliness of the center
- For the first time since the center opened, the multi-purpose room is reserved most every weekend for birthday parties.

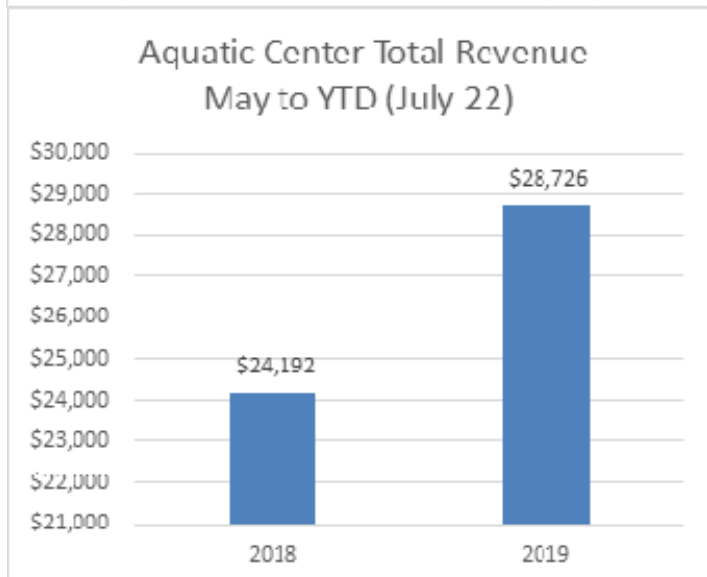
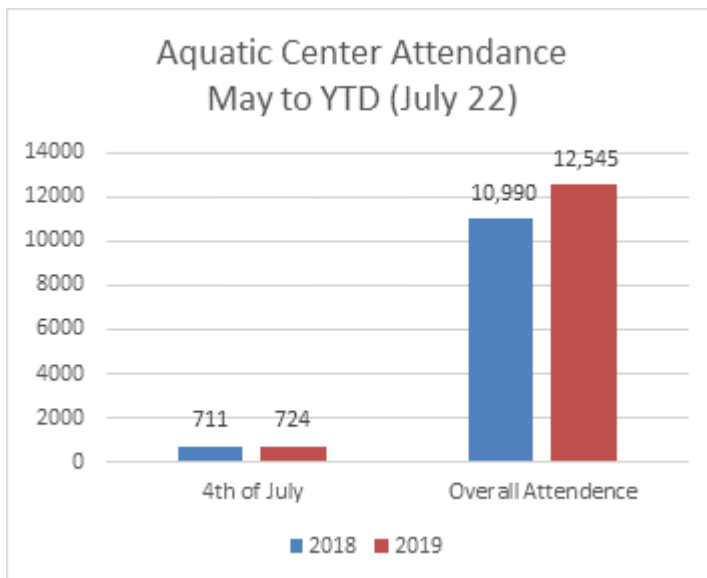
The Aquatic Center offers teen nights, family nights, dive-in movies as well as special days for open swim including Water Safety and Family Resource Day, Summer Aquatics Kickoff, World's Largest Swim Lesson, Freedom Fest and Christmas in July. Other programs include lap swim, aqua aerobics and aqua Zumba classes as well as a new program titled, Iddie Biddie Aqua Play Time. This was offered in three sessions for parents and their toddlers to have exclusive use of the play pool.

While most of our events and programs are designed for youth and family enjoyment at the Center, we never lose focus of the importance of water safety. In addition to all the lifeguards being LG Certified, eight of the guards are Water Safety Instructors (WSIs). Aquatics staff also attended Arizona Parks and Recreation Association's (APRA) Drowning Prevention and Training Seminar on April 24th in Glendale. This all-day seminar presented national speakers discussing a variety of water safety topics. Aquatics personnel from

throughout the state attended, creating excellent networking opportunities for our staff.

We also hosted and participated in an American Red Cross Press Conference which publicized the 100-year anniversary of the Red Cross water safety program. The press conference was on June 3rd. Water safety, swim lessons and the current partnership between the Town and the Red Cross, were all presented. We are extremely proud of the increased registration in swim lessons: last year, 162 people registered from swim lessons while this year, 234 learned to swim. That's a 44% increase and another indication of the public's increased awareness of the aquatic center as well as the effectiveness of our water-safety publicity.

The center hosted the last Teen Night of the season on August 3rd and staying open through Labor Day, September 2nd. Open swim hours have changed now that the school year began on July 17th. Open swim is available Wednesdays as well as Fridays through Sunday.



Recent event update:

- **Hanging After School:** Our new children’s recreation program, Hanging After School, began Wednesday, July 17th with 24 children registered. The program runs from after-school until 5:30 p.m., Monday through Friday in the Library and Community Center. Transportation from Florence K-8 and Anthem K-8, is provided. The program is designed for children in kindergarten through the 6th grade. Participants have three activities to choose from: arts and crafts, coding club and sports fundamentals. This week’s Sports Focus will be Flag Football to get the kids ready for the upcoming season. Compared to our previous Before and After the Bell program, Hanging After School is offered only after-school and is more activity-focused, offering kids the three main areas of participation.
- **Summer Kids Club:** May 28th to July 12th. Our annual Summer Kids Club was held for seven weeks in the Library and Community Center. The program was offered for children, kindergarten through sixth grade from 7:30 a.m. until 5:30 p.m., Monday through Friday. The children participated in a variety of activities including games, crafts, cooking, swimming and theme weeks. Approximately 118 children were registered along with 87 “day drop-in” kids. These numbers represent 205 children who participated in the Summer Kids Club. The program cost \$85 weekly per child for residents and \$95 for non-residents.

Economic Prosperity: The Town’s second large home builder in Anthem at Merrill Ranch, DR Horton, is preparing to begin construction on their model home complex and a few spec homes. While they are not permitted to ‘go vertical’ until after certain infrastructure and fire protection improvements are made and approved by the Town, they currently have nine single family permits under review. Seven are ready for permit and the remaining two will be ready in a few weeks. This is the start of a new phase of expansion that should bring positive attention to the Town. In addition, a ‘yet to be named’ third builder is looking at an additional 305 lots within AMR.”

Leadership and Governance: It was requested that this report provide a look forward to future Town Council agenda items. The following is a list of future items for potential Town Council action. This list is not intended to be comprehensive but represents important forthcoming items:

- Streetlight Improvement District 4&5 AMR
- Citizen Survey results
- Regional Transportation Plan Update
- Parks Trails and Open Space Plan
- Spirit Loop Ach Culvert 4.0 acceptance
- Redevelopment Plan Update
- Vacant Building Program
- Contract Award (Hunt Highway / Fire Station #2)
- CFD #2 Special Assessment Bond Offering
- Florence 12” Waterline (Phase 3B) Award
- Well #5 Refit Project

Partnerships and Relationships: The Town of Florence continues to foster a symbiotic

partnership with Central Arizona College (CAC). Recently the Town partnered with CAC on the “Workforce Education Business Series”, a series of small business training sessions held over a five-week period in the spring of 2019. The series received positive reviews, but attendance was minimal (ranged between ten and three attendees). Conversely, the same series was held in the City of Maricopa and consistently attracted between twenty and thirty attendees.

Moving forward, we are discussing the potential creation of a “Certificate Program” that could reach a much larger audience, including government employers, that would focus on developing key skills including communication, budgeting, finance, human resources, and other important skill sets. In addition, the Town has discussed the potential to assist with an “Apprenticeship Program”, through CAC to develop our future workforce.

Transportation and Infrastructure: The Public Works Department has several projects ongoing but two are of particular interest.

- The First Street Project is substantially complete and was paved prior to the July 15th deadline. A punch list has been generated for the contractor. Minor work still needs to be completed, we are awaiting and updated schedule from the contractor.
- The Town is currently performing well maintenance and preservation on Well #5. The well equipment has been pulled and is being inspected. In addition, the casing has been brushed, bailed, and videoed. No perforations are currently visible. Mechanical perforation is scheduled to be performed in the next few weeks. Priced Task Assignment has been sent to Town On-Call Consultants for a spinner log and zonal sampling tests.

Upcoming Events/Meetings/Forums:

- July 27th 5:00-10:00 p.m. 19th Annual Casino Night (Greater Florence Chamber of Commerce)
- August 3rd 2:00-10:00 p.m. American Legion Centennial Celebration

Success Stories:

Statewide:

- Based on preliminary data, state General Fund revenues grew at a strong 11.2% rate in FY 2019. FY 2019 General Fund revenue collections totaled \$11.23 billion, the highest level ever recorded.
- Total June General Fund revenue collections increased by 8.0% and were \$72 million above forecast for the month.
- FY 2019 General Fund revenues represent a forecast gain of \$256 million above the enacted budget forecast.
- The enacted budget assumed an FY 2019 ending balance of \$764 million. The FY 2019 ending balance is now projected to be \$1.01 billion, for a net increase of \$243 million. This projected \$1.01 billion balance would lag only the \$1.04 billion recorded in FY 2006.

- Highway User Revenue Fund (HURF) collections of \$135.9 million in June were up 6.3% compared to June of last year and were \$7.5 million above forecast. Year-to-date, collections have increased by 4.4% above the prior year and are \$30.0 million above forecast.

Current Advertisements:

The following Requests for Proposals are currently Open:

1. None

The following Requests for Proposals are Under Review:

1. General Plan Update
2. Florence Waterline Augmentation (Phase 3B)
3. RFP Deep Well and Well Pump Maintenance and Repair Services



TOWN OF FLORENCE

Community Development

224 W. 20th Street

Florence, AZ 85132

Office: 520-868-7542

Fax: 520-868-7546

COUNCIL MEETING DATE: August 5, 2019

STAFF PRESENTER: Larry Harmer

SUBJECT: Community Development Monthly Report

Projects:

Anthem at Merrill Ranch

- Unit 5
 - Landscape installation initiated
 - Paved 4/10/19

- Unit 7
 - Landscape installation initiated
 - Paved 4/10/19

- Unit 32
 - Civil Plans approved – Pave Q3 2020
 - Sewer construction to begin 11-2019

- Unit 34
 - Improvement Plan approved
 - Landscape Plan submittal 2020

- Unit 52
 - Paved – working on adjustments
 - Landscape completed
 - Letter of Acceptance being completed

- Unit 55A
 - Start sewer July 2019
 - Pave Q1 2020
 - Landscape submittal Q3 2019

- Unit 55B
 - Civil Plans approved – Pave Q3 2019
 - Grading complete

- Units 56B and 58
 - Pre-plat submittal Q3 2019

- Unit 57
 - Pre-plat in 2019
 - Grading with Unit 55

- Unit 60
 - Improvement Plan approved
 - Final Plat recorded
 - Landscape Plan submittal – 2nd Quarter 2019
 - Grading 2019
 - Sewer start 4/15/19

Attaway Crossing Annexation

- Updates have been received from Applicant
 - A new annexation petition needs to be submitted
 - A revision to the cost-benefit has been prepared that addresses years 11-20
 - A new PUD will be submitted to address this development as free-standing (separate from Merrill Ranch)
 - Met with applicant and Merrill Ranch representatives June 18 to discuss further.

Monarch/Aspen Farms

- Submittal for new Planned Unit Development (PUD) under review
- 1st review comments have return to the applicants for response/revisions
- Town staff has been meeting with applicant to discuss revisions

Smith Building

- Remodeling continuing under current permit

Sign Code Amendments

- Continued by Council pending a discussion regarding off-premise signs
- Ad Hoc Committee appointed meeting on July 22.

Redevelopment Plan Update

- Contract awarded to PLAN*et Consulting
- First Focus Groups scheduled for July 23 ... One-on-One interviews will follow.

2030 General Plan Update

- Mandatory Pre-Submittal Meeting held June 20, 2019
- Qualification submittals due July 18, 2019

June Code Compliance Notices:

- Verbal: 15
- Written: 25
- Compliance: 28 (includes previous months citations)

Permits Issued June 2019 (July 2019 totals should available the 2nd week in August)

• New Single Family Residential	22 (Total of 116 for the calendar year)
• Manufactured Homes	2
• <u>Other</u>	<u>56</u>
Total for May 2019	80

Memorandum



To: Brent Billingsley, Town Manager
From: Bryan C. Hughes, Community Services Director
Date: July 19, 2019
Re: July 2019 Department Report

Project Updates

- Our consultants, WestLand Resources met with Bureau of Land Management (BLM) staff and the Arizona State Historic Preservation Office (SHPO) on the **Poston Butte** project on Thursday, July 18th. The meeting went well and we can begin to move forward with a Memorandum of Agreement (MOA) with BLM and the State Historic Preservation Office (SHPO) for data collection and monitoring construction activity during development. Staff and BLM continue to work together with the goal of finalizing a lease by the end of the calendar year. The next conference call is scheduled for Wednesday, July 31st.
- The **Parks and Recreation Comprehensive Plan** continues to move forward. Our consultant, GreenPlay, presented community survey findings and park audits at a public meeting on Wednesday, June 26th at the Library and Community Center. Staff plans to present the draft plan to the Town Council on September 16th.
- The **Veterans Memorial Project** remains on hold during the summer months. Staff is waiting on a quote from a contractor recommended by Low Mountain Construction, the original contractor for the Territory Square Project. The American Legion continues to accept donations, which may be eligible for a tax deduction.

Special Events

- Staff is busy preparing for the **Fourth of July Freedom Fest**.
 - The Aquatic Center will be open for the Freedom Fest Swim from 12:00 to 5:00 p.m. on July 4th. Admission is FREE on this day. Patrons instead are encouraged to bring a donation for the annual "Back to School Supply Drive." The event will feature lots of activities and games including the annual "Cannonball Contest."
 - This year's event will feature a different layout, which will utilize all the ball fields at Heritage Park so attendees can enjoy more of the turf areas. Games and activities will be on Field #1, live music on Field #2 and inflatables and water games on Field #3. The event begins at 5:00 p.m. and fireworks are scheduled to begin at 8:30 p.m.
 - A BIG thank you to SRP for providing a \$5,000 community grant toward this amazing civic event.

Program Updates

- The **Aquatic Center** scheduled has shifted to evening and weekend programming with the start of the new school year. Upcoming programs and events include:
 - Open Swim: Held Wednesday from 4:00-9:00 p.m. and Saturday and Sunday from 12:00-5:00 p.m.
 - Family Swim Night continues every Friday from 6:00-9:00 p.m.
 - Lap Swim: Monday through Thursday, 5:00-7:00 p.m.
 - Teen Night on Saturday, August 3rd from 5:00-10:00 p.m.
 - The Florence Sharks Swim Team will wrap up their season with the league championship meet at the Aquatic Center on Saturday, July 20th.
- Staff launched “Hanging Afterschool,” a new, off-campus afterschool program on Wednesday, July 17th. There are currently 22 kids registered. The program will be focused on recreational options for those parents that may not be able to afford the new provider fees on-campus.

Boards and Commissions

- Parks and Recreation Advisory Board
 - The Board is scheduled to meet on Thursday, July 25th.
- Arts and Culture Commission
 - The Commission will not meet again until Thursday, September 12th.
- Youth Commission
 - The Commission is scheduled to meet on Tuesday, July 23rd. The Commission is also scheduled to have a Work Session with the Town Council on Monday, August 5th.

The **Florence Teen Council (FTC)** continued to stay busy over the summer break. Teens met at the Library and Community Center every Thursday at 2:00 p.m. Summer activities included:

- The FTC coordinated a new program called “Soaring Summer.” The program introduced the FTC and other participants to the hobby of model rockets. The participants met once a week as they built and launched model rockets from kits.
- The Florence Teen Council provided entertainment and activities at the Town’s 4th of July Freedom Fest. The FTC members played a variety of games with members of the public that were attending the event.
- Members of the FTC were invited to speak on Arizona Sports Radio with Kevin McCabe (right) to promote and discuss the “Bully” music video, produced by the FTC and Kim “Koko” Hunter.





- Over the summer break, we had several speakers that came and presented “life skills” to the FTC. Presenters included:
 - Kim “Koko” Hunter – Interviewing
 - Virgie Felix, Human Resources Coordinator – Resume Building
 - University of Arizona Cooperative Extension – Gardening (left)
 - Senior Center – Cooking
 - David Lewis – Automotive Care/Purchasing
- Florence Teen Council went on an excursion to a Phoenix Mercury game on Friday, June 28th. The Phoenix Mercury donated the tickets to the FTC.

**Parks and Recreation Department
Divisions Report
June 2019**

Recreation/Aquatics/Special Events Programs

Recreation Programs	Participants	Revenue	Notes
SKC Wks 2-5	71	\$6,095	
Drop-In Intersession	59	\$1,180	
Boxing Bootcamp	32	\$2,190	
Drop-In Boxing	24	\$240	
Iddie Biddie Kiddies Aqua Play	8	\$0	
Aqua Aerobics (morning)	42	\$588	
Aqua Aerobics (evening)	12	\$0	
Aqua Zumba	4	\$0	
Adaptive Swim Level	6	\$0	
Swim Lessons	270	\$4,097	
World's Largest Swim Lesson	2	\$4	
Fine Art for Teens	35	\$0	Arts & Culture
Phoenix Herpetological Society	20	\$0	FTC
Phoenix Mercury Game	11	\$0	FTC

Aquatic Center – Swim Pass Memberships

Swim Pass	Sales	Total	Revenue
Adult Swim Pass	5	5	\$300
Child Swim Pass	7	7	\$210
Family Pack Swim Pass	4	4	\$640
Total Memberships	16	16	\$1,150

Aquatic Center – POS Sales

Product	Sales	Total	Revenue
Adult Lap Swim	35	35	\$140
Lap Swim Fitness Members	15	15	\$0
Father's Day Pool Entry	34	34	\$0
Free Pool Entry	294	294	\$0
Aquatic Electricity Use	2	2	\$10
Open Swim- Adult	2,259	2,259	\$9,008
Open Swim- Child	4,233	4,233	\$8,376
Summer Kids Club	125	125	\$0
STEM - FUSD	186	186	BILLED
Swim Pass Replacement Key	1	1	\$1
Total Sales	7,184	7,184	\$4,123

Fitness Center – Membership Package

Fitness Package	Sales	Renewals	Total	Revenue
Adult Annual	1	0	1	\$198
Adult Monthly	36	33	68	\$1,360
Adult Six Months	1	0	1	\$99
Employee Membership	13	16	29	Free
Green Tree Inn	19	0	19	Billed thru A/R
Senior Annual				
Senior Monthly	5	12	18	\$260
Senior Six Months	2	0	2	\$66
Youth Monthly	6	1	7	\$91
Youth Six Month				
Drop-In Fitness	15		15	\$90
Total Memberships	98	62	160	\$2,164

Fitness Center Classes

Program	Resident	Non-Resident	Revenue	Notes
Silver Sneakers Classic			\$0	
Silver Sneakers Classes			\$0	
Optum Fitness			\$0	

- Estimated member sign-ins throughout the month: **1,290**
- Total membership packages sold: **98**
- Fitness Center revenue for membership package sales: **\$2,164**
- Fitness Classes revenue: **\$**
- Total Revenue: **\$2,164**

Miscellaneous Revenue

Product	Total	Revenue	Notes
Drop in Yoga		\$	
Replacement Key FC	4	\$4	

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants	Revenue Generated
40	279	10,359	\$1,507.50

Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	02
Angel Care Discussion	10
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-12, Pool	210
Bingo- – Steward Health	11
Birthday Cards	05
Breakfast	117
Angel Care -In Service	10
Blood Pressures – Florence Fire	0
Building Use	645
CAHRA	09
Crafts- with Doris - 3 Jewelry-2 Creations & Libations- 5	10
Coolidge Shopping	09
Computer Use	15
Diabetic Presentation by:	
Dinner Date- Raging Bull -Mesa Az	09
Dollar Store	06
Exercise with Rhoda-	40
Extension Food Program	14
Grief Support	17
Guardian Angel Installation	1
Hair cuts	0
Healthy Eating by Lou	10
Home Delivered meals –	190
Knit/Crochet Club	02
Lost Meals	-23
Medicare Advocate Benefits	0
Movie & Popcorn	0
Music by Rudy	53
Senior Donation Account Meal Participant -circle K	15
Staff Cooked meals & senior meal	67
Volunteer Hours	205.5
Wii bowling /Volleyball	25

Accomplishments:

The Center served meals to 248 participants. We had 2 new senior participant this month. Rides were provided for 184 riders. The Center had 117 participants on trips and we did 34 errands.

We traveled a total of 1,136 miles. The Give A Lift Program had 8 volunteers who delivered medical transportation trips to 10 participants resulting in 42 trips and an additional 459 miles and 41.25 additional volunteer hours.

Teen Council Cooking - 27, Thrift Store Shopping - 09, Afternoon Games - 7, Father's Day Event -20, Summer Kid's Club- 91

Florence Community Library

June 2019

June Statistics

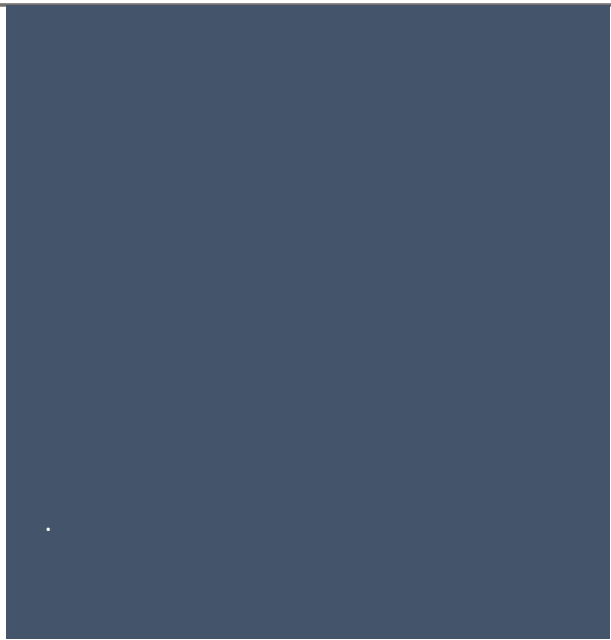
- 15,148 total items were circulated in June
- 144 library cards were issued
- 791 patrons signed up for use of the computer lab computers
- 27,183 wireless sessions were held
- 746 person(s) attended 38 program(s) presented by the library

June Activities

6/1/19	Fantastic Fire Department Splash Party
6/4/19	Family Storytime
6/5/19	Full STEAM Ahead
6/6/19	Crafty Universe
6/6/19	Code Club, featuring Girls Who Code
6/7/19	Family Flick
6/7/19	Junk Lady Adult Craft
6/8/19	June Library Movie
6/10 – 6/13	ESA Fab Lab
6/11/19	Family Storytime
6/12/19	Full STEAM Ahead
6/13/19	Crafty Universe
6/13/19	Code Club, featuring Girls Who Code
6/14/19	Family Flick
6/15/19	D & J's Reptile Adventure
6/18/19	Family Storytime
6/19/19	Full STEAM Ahead
6/20/19	Crafty Universe
6/20/19	Code Club, featuring Girls Who Code
6/21/19	Family Flick
6/22/19	3 rd Annual Florence Library ComiCon
6/25/19	Family Storytime
6/26/19	Full STEAM Ahead
6/27/19	Crafty Universe
6/27/19	Code Club, featuring Girls Who Code
6/28/19	Family Flick
6/29/19	Mark Carter Science: Centripetal Force

A Universe of Stories: 2019 Summer Reading Program Results

The Florence Community Library has concluded its 2019 Summer Reading Program, themed **A Universe of Stories**. 243 children and teens participated in this year's program, reading a total of 69,700 minutes. The Adult Summer Reading Program had 28 participants this year, reading a combined 200 books during the six weeks of the program. The library thanks the Friends of the Florence Community Library and our sponsors, the Arizona Cardinals and Arizona State University, for their assistance in making this year's program a success. Thanks also go to Dollar General for their summer reading grant, supplementing supplies for this year's summer program!



COURT FINANCIAL REPORT

June 2019

MICHELLE SALAS – Acting Court Administrator

DISTRIBUTION TYPE	JUNE 2019 (CURRENT)	JUNE 2018 (LAST YEAR)
FINE, FEES, & TRAFFIC	11,294.43	11,682.43
STATE SURCHARGES	8,275.33	7,108.70
STATE JCEF	251.43	329.76
LOCAL JCEF	135.38	177.56
STATE FINES	2,677.93	1,898.29
FLORENCE POLICE FUND	1,023.74	462.06
RESTITUTION	425.21	551.42
BONDS	2,120.00	1,682.00
PUBLIC DEFENDER FEE	222.16	125.52
JAIL HOUSING FEES	1,276.66	1,049.42
JUSTICE COURT FEES	43.18	38.90
GENERAL FUND	0	0
FARE SPECIAL COLLECTION FEE	959.19	612.39
FARE DELINQUENCY FEE	306.61	286.68
VICTIMS RIGHTS ENFORC.	260.88	76.72
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	21.00	0
COUNTY REVENUE	43.18	38.90
STATE REVENUE	12,731.37	10,312.54
TOWN REVENUE	13,973.37	13,496.99
RESTITUTION AND BONDS	<u>2,545.21</u>	<u>2,233.42</u>
<u>TOTAL MONTHLY REVENUE:</u>	\$29,293.13	\$26,081.85

12% Increase from 2018

Florence Municipal Court Citation Totals

JUNE 2019

TOTAL COMPLAINTS FILED: 53

Citations: 52

Longform Complaints: 1

BREAKDOWN:

CIVIL TRAFFIC VIOLATIONS 44

MUNICIPAL CODE 0

CRIMINAL TRAFFIC 4

CRIMINAL 5

DUI 0

DOMESTIC VIOLENCE 0

COMPARISON TO PREVIOUS YEAR:

2018: 95

2019: 53

**Florence Municipal Court
Citation Totals By Year**

	2014	2015	2016	2017	2018	2019
JAN	?	44	118	129	130	102
FEB	117	69	117	62	59	70
MAR	118	126	100	61	72	84
APR	107	104	111	129	60	63
MAY	73	77	120	123	94	63
JUN	47	66	110	98	95	53
JUL	76	72	126	155	122	
AUG	74	98	161	151	97	
SEP	94	98	65	95	93	
OCT	57	56	56	49	78	
NOV	64	98	61	70	72	
DEC	106	111	58	87	69	
Monthly Total	933	1019	1203	1209	1041	435
MONTHLY AV	84.81	84.91	100.25	100.75	86.75	72.5

Memo

To: Honorable Mayor and Town Council
Brent Billingsly, Town Manager
Lisa Garcia, Deputy Town Manager

From: Rey Sanchez, Finance Director

Date: July 22, 2019

Re: Finance Department Report

Finance Department Update

Budget

The manager recommended budget was presented on Monday July 01, 2019. The Council then approved the FY 2019/2020 budget later that night. The council also held a public hearing for an increase in the primary tax levy for FY 2019/2020. A public hearing was also held for an increase in the secondary tax levy for streetlight improvement district No. 3. Hearings were also held for a secondary tax levy increase for CFD No. 1 and CFD No. 2. On Monday July 15, 2019, Council held additional public hearings for increase in the primary property tax, a secondary tax levy increase for SLID No. 3, and an increase in the secondary tax levy for CFD No. 1 and CFD No. 2. The council then approved the levies later that night.

Finance Reports

The financial report for the General Fund indicates revenues are strong and covering expenditures. The Enterprise funds continue to cover their obligations and the Highway User fund indicates the ability to cover costs associated with operations and maintenance and capital projects.

I have also included a breakdown of revenues and expenditures by category for your review. Also reported are the Development Impact Fee Funds.

Staff

The fiscal year for FY 2018/2019 ended on June 30, 2019. However, revenues and expenditures will continue to be posted to the financial statements for approximately 60 days. The final numbers for FY 2018/2019 will not be known until after our audit is completed. The estimated time for the completion of the audit will be sometime in late October or early November 2019.

Memorandum

Date:

To: Brent Billingsly, Town Manager
Lisa Garcia, Deputy Town Manager

From: Rey Sanchez, Finance Director

Subject: Departmental Report - June 2019

The month of June represents 100% of the fiscal year. The following chart compares the FY 2018-2019 actual revenue and expenses to the budget amounts for the Town's major Funds. Expenditures posted into the current month do not always reflect current month expense. Expenditures run 30 to 45 days in arrears.

Major Fund Position

Fund Name	Year to Date Revenue Actual FY 18-19	Revenue Budget FY 18-19	% Actual to Budget	Year to Date Expense Actual FY 18-19	Expense Budget FY 18-19	% Actual to Budget
General	\$15,477,454	\$15,263,551	101.40%	\$14,544,186	\$15,185,620	95.78%
Capital Improvement	\$1,905,554	\$1,230,000	154.92%	\$1,027,322	\$1,457,640	70.48%
Highway Users Tax	\$3,426,964	\$3,238,310	105.83%	\$3,588,614	\$7,966,495	45.05%
Construction Tax - 4%	\$467,364	\$161,000	290.29%	\$0	\$0	0.00%
Town Water	\$4,169,971	\$3,045,080	136.94%	\$4,205,261	\$4,276,360	98.34%
Town Sewer	\$4,440,835	\$3,861,650	115.00%	\$2,823,178	\$7,823,320	36.09%
Sanitation	\$977,153	\$864,700	113.00%	\$1,003,777	\$841,290	119.31%
Total	\$30,865,295	\$27,664,291	111.57%	\$27,192,339	\$37,550,725	72.41%

General Fund Review

General Fund Revenue	YTD Amount	Budget	% to Budget
Taxes	\$ 4,041,391.45	\$ 4,040,000.00	100.0%
licenses and permits	\$ 52,710.00	\$ 748,900.00	7.0%
Franchise Fees and Taxes	\$ 547,750.62	\$ 584,640.00	93.7%
Intergovernmental	\$ 7,106,254.97	\$ 7,325,680.00	97.0%
Civil Engineering Inspection	\$ 218,286.05	\$ 63,800.00	342.1%
Civil Engineering Fees	\$ 46,143.50	\$ 80,000.00	57.7%
Community Development	\$ 881,058.76	\$ 171,060.00	515.1%
General Government	\$ 310,074.87	\$ 250,470.00	123.8%
Cemetery	\$ 23,446.00	\$ 17,100.00	137.1%
Police	\$ 39,139.93	\$ 28,050.00	139.5%
Parks & Recreation	\$ 197,245.41	\$ 146,300.00	134.8%
Fines & Forfeitures	\$ 178,877.19	\$ 172,000.00	104.0%
Investment Earnings	\$ 325,571.67	\$ 70,000.00	465.1%
Fire	\$ 92,063.86	\$ 48,270.00	190.7%
Library	\$ 5,579.30	\$ 5,300.00	105.3%
Miscellaneous	\$ 179,887.16	\$ 34,320.00	524.1%
Downtown Redevelopment	\$ 2,317.73	\$ 1,500.00	154.5%
Government Access Channel	\$ 2,945.25	\$ 4,000.00	73.6%
Seniors	\$ 19,890.49	\$ 15,900.00	125.1%
Transfers In	\$ 1,206,819.59	\$ 1,456,261.00	82.9%
Total	\$ 15,477,453.80	\$ 15,263,551.00	101.4%

General Fund Expenditures Administration

Mayor and Council	\$ 117,836.31	\$ 151,680.00	77.7%
Administration	\$ 638,285.02	\$ 636,420.00	100.3%
Courts	\$ 201,478.41	\$ 221,590.00	90.9%
Legal	\$ 1,014,868.03	\$ 339,210.00	299.2%
Finance	\$ 791,236.31	\$ 811,290.00	97.5%
Human Resources	\$ 243,693.10	\$ 255,900.00	95.2%
Community Development	\$ 573,380.74	\$ 696,740.00	82.3%
Information Technology	\$ 450,262.08	\$ 489,120.00	92.1%
General Government	\$ 598,121.10	\$ 1,039,985.00	57.5%
Economic Development	\$ 140,424.34	\$ 150,705.00	93.2%
Public Safety			
Police Services	\$ 3,605,220.39	\$ 3,827,250.00	94.2%
Fire Services	\$ 3,244,268.63	\$ 3,318,160.00	97.8%
Community Services			
Community Services	\$ 2,235,129.93	\$ 2,487,300.00	89.9%
Community Development			
Engineering	\$ 35,754.86	\$ 149,260.00	24.0%
Facilities Maintenance	\$ 481,969.66	\$ 449,500.00	107.2%
Cemetery	\$ 10,095.51	\$ 8,900.00	113.4%
Fleet Maintenance-General Fund	\$ 143,659.67	\$ 152,610.00	94.1%
Interfund Transfers			
Transfers Out	\$ 18,502.13	\$ -	0.0%
Total Expenditures	\$ 14,544,186.22	\$ 15,185,620.00	95.8%

Development Impact Fee Report

Development Impact Fees	Revenue	Use	Cash Balance
Sanitation	\$ 350.54	\$ 17,551.66	\$ 100.71
Transportation	\$ 200,879.67	\$ 2,389.54	\$ 1,023,121.06
Police	\$ 170,204.42	\$ 2,389.54	\$ 847,529.59
Fire	\$ 163,692.72	\$ 2,389.54	\$ 419,173.15
Parks	\$ 17,362.68	\$ 10,530.59	\$ 13,379.18
Library	\$ 53,004.69	\$ 4,005.82	\$ 127,056.99
Total Development Impact Fees	\$ 605,494.72	\$ 39,256.69	\$ 2,430,360.68

Fire Department

MEMORANDUM

DATE: July 12, 2019

TO: Brent Billingsley, Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of June 2019 and Plans for July 2019

The fire responses for 2019-2017 are as follows:

June 2019	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	1	0	0	0	0	1
Structure Fires	0	0	0	0	1	1
Vehicle Fires	0	0	0	0	1	1
Trash Fires	0	0	0	0	0	0
EMS	42	7	24	56	4	134
HazMat	0	0	3	0	0	4
Electrical Arching	0	0	0	1	0	2
Police Asst./Public Asst.	6	3	8	1	0	18
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	1	0	1	2
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	3	0	2	0	1	6
Emergency Stand by (move up)	6	0	37	0	6	49
Other Calls	3	1	5	6	2	17
TOTALS	63	11	81	64	16	235

Three Year View	2019		2018		2017	
	June	YTD	June	YTD	June	YTD
EMS	134	1113	132	892	163	1011
Fire Calls	3	22	5	28	4	20
All other Calls	98	603	61	551	65	552
TOTALS	235	1738	198	1471	232	1583

Summary of June

Fire Chief Report

- Attended June Town Council Meetings
- Attending weekly Department Head meetings
- Conducted weekly Fire Staff Meetings
- Concluded annual Fire Department crew meetings
- A CERT drill was conducted at Fire Station 1 on June 1st
- Battalion Chief Kemp was on vacation June 4th – June 13th
- Participated in the Florence Aquatic Center and The American Red Cross Water Safety Press Conference on June 3rd.
- A July 4th public safety meeting was attended by Department personnel on June 4th.
- A full-scale, active shooter exercise was conducted in Florence on June 15th. Florence Fire personnel were actively involved (along with Pinal County Emergency Management), in developing and managing the drill. Preparation for the drill took over a year.
- Provided input in the Joint Land Use Study being conducted by Pinal County
- Held a meeting with the Area Manager of American Medical Response June 18th.
- Attended a Public Safety Communications meeting on June 19th.
- Held a meeting with the area manager of Life Net June 20th.
- Attended a meeting on the annual Prison Run event with area law enforcement agencies on June 20th.
- Attended a meeting with the Arizona National Guard's Safety Officer June 25th.
- Attended a meeting with Pinal County Emergency Management regarding a joint Emergency Operations Center on June 25th.
- Attending a meeting with the Pinal County Public Safety Communication Director on June 27th.
- Met with a reporter from the Florence Blade Tribune regarding out-of-town emergency responses from the Florence Fire Department June 28th.
- Conducted a conference call with Image Trend personnel to discuss the records management implementation process on June 28th.

Division Report – Administration

Plan Reviews

- Head Start Second Review Modular Building

Inspections

- Florence Unified School District Site Visit Temp Certificate of Occupancy request

Meetings

- Pre-Application New Build- Pinal County-Attorney Complex
- Pre-Application New Build-Pinal County Community Development Complex
- McDonald's Anthem Pre-Application Life safety review
- Freedom Fest Preparation
- Voluntary C/O Issuance to Florence Gardens Club House/Annex
- Voluntary C/O Issuance to Black Hawk Auto
- Mesquite Trails Unit 2 and 4 Community Development Team meeting
- Law Enforcement/Fire Department/ Pinal County Sheriff's Office Active Shooter Exercise Debrief meeting

Training

- Completion of Post Certified General Instructor Course
- Completions of Pinal County - Multi Agency Active Shooter Exercise

Division Report – Operations

Apparatus

- L-542 Sent for Scheduled Maintenance
- Tire replacement referred to Fleet
- Utility 541 (CERT) AC repair
- Shop 142 2018 Ford received and outfitted for Command Vehicle assigned to Chief Strayer

Uniforms/Personal Protective Equipment (PPE)

- Tracking chart made for turnout replacement
- New turnouts purchased to replace out-of-service gear

- New Gloves for all members purchased
- New helmet purchased to replace out of service helmet
- Apparatus identifier (Helmet Front) purchased for updating accountability tracking

Communications Equipment

- Image Trend Software approved for transfer of records management system
- Apple I Pads received for use with Image Trend
- Plan for Image Trend implementation with Surprise FD Staff
- Working with IT and SGT. Riccomini on Tablet Re-Purposing for MDC with AVL

Emergency Medical Services (EMS)

- EMS Committee preparing for Image Trend transfer
- Proposal by EMS Committee to obtain RSI capabilities for Paramedics.
- Extensive research and discussion to implement RSI with associated Training
- Medications gathered for restock from Mt. Vista Medical Center

Training

- Training and Development Meeting 6/21/19 to discuss Career Manual Updates and testing requirements.
- Brad Kells completed Traffic Incident Management System training
- CERT Team Landing Zone Training completed
- East Valley Commanders Apartment Fire Training Scheduled
- East Valley Ladder Training Solar Panels, Batteries, and Electrical Storage scheduled

Special Projects

- Utility Truck Equipment list being formulated by FF Adamczyk
- CERT Training on monthly basis facilitated by FF Adamczyk and Eng. Scherm
- SCBA compressor cascade for breathing air installed at Station 2 with extension to fill on-board breathing air tank on Ladder 542
- Door open/closing indicator lights installed at station 2
- Annual physicals complete for crews
- Working on Staffing Procedure to integrate the Crew Sense staffing program capabilities
- Working on Capstone Project for NFA “Decon Procedures and ‘Cleaner Cab’”
- Donation of Gatorade from Pepsi Picked up and delivered to stations
- Donation of Water received from Pinal County and delivered to stations
- Testing and Interviews for Part Time Staff Hiring

Town Committees

- Health and Safety
- Employee Incentives Committee
- Grants
- Timekeeping and paperless review
- Local Emergency Planning Committee (LEPC)
- Emergency Communications
- Public Safety Planning Group

Public Education and Community Risk Reduction
The Florence CERT Team was recognized in the July *Arizona State Citizen Corps Council*
Newsletter

Citizen Corps & CERT Activity Photos

Thank you to the many volunteers that assisted with the National Homeland Security Conference held in Phoenix June 17—20.

Without your assistance, the conference would not have been as successful as it was. Your willingness to participate in this event was very much appreciated.

A special shout out to Kim Yonda-Lead, Gilbert CERT, who was the lead for the volunteer contingency.



Phoenix CERT members assisting with the NHSC Demonstration of Assets.



< Yuma—Roadway Cleanup Project
CERT Class >



California for All CERT Conference



Town of Florence—First CERT Class

**Battalion Chief Jim Walter was recognized for completing the National Fire Academy's
Managing Officer Program**



Pictured with Battalion Chief Jim Walter is G. Keith Bryant, the United States Fire Administrator, and Tonya Hoover, the Superintendent of the National Fire Academy and the Mayor of Florence, Tara Walter

The National Fire Academy's (NFA's) Managing Officer Program is a multiyear curriculum that introduces emerging emergency services leaders to personal and professional skills in change management, risk reduction and adaptive leadership. Acceptance into the program is the first step in professional development as a fire/Emergency Medical Services (EMS) manager and includes all four elements of professional development: education, training, experience and continuing education.

Students build on foundational management and technical competencies, learning to address issues of interpersonal and cultural sensitivity, professional ethics, and outcome-based performance. On completion of the program, Captains will:

- Be better prepared to grow professionally, improve skills, and meet emerging professional challenges.
- Be able to embrace professional growth and development in your career.
- Enjoy a national perspective on professional development.
- Understand and appreciate the importance of professional development.
- Have a network of fire service professionals who support career development.



350 take part in Pinal active shooter drill

By JIM HEADLEY Staff Writer

Jun 17, 2019

FLORENCE — The people we all count on in times of crisis faced one of the most difficult situations possible — an active shooter inside the Pinal County Courthouse.

This time it was just practice for an event no one ever wants to experience.

Saturday, about 350 people participated in an active-shooter drill that encompassed the large courthouse. The scenario seemed all too real as shots were being fired, both blanks and live paint pellet rounds, inside the Superior Court building.

Victims, played by about 100 volunteer actors, each had open wounds applied beforehand by makeup artists. The scenario was about as close to reality as possible.

County personnel had been working on the assembly of the active-shooter simulation for the past 18 months.

“We came up with the scenario in February of last year,” said Chuck Kmet, emergency manager for Pinal County. “There was additional training that fire departments and law enforcement needed to do leading up to it. They did that while we were in the planning process.”

The simulation was under the guidance and a grant from U.S. Homeland Security.

“We have all these people out here, not just the public safety agencies, but more than 100 volunteers who came here to be a part of it. Some are county employees or friends and family of county employees. We have some people from Arizona State University,” Kmet said. The Homeland Security grant of \$43,000 did not include any of the pay for the first responders participating in the drill. That pay was absorbed by the various agencies that participated in the event, which included the Pinal County Sheriff’s Office, County Attorney’s Office and Emergency Management, Casa Grande Police and Fire, Florence Police and Fire, Maricopa Fire and Medical, AMR ambulance, Gilbert Fire, Mesa Fire, Eloy Fire, Coolidge Fire, Lifeline Air Ambulance, Superstition Fire and Medical, Community Emergency Response Team and Queen Creek Fire.

“This shows they’re committed to something like this, especially when it comes to new lifesaving training,” Kmet said.

The grant paid for food, water, tents, some planning and some overtime for security officers at the scene.

One thing new in the training exercise was how law enforcement members enter the building and secure small areas. This allows fire and medical responders to pull victims out quicker. In the past, law enforcement officers secured the entire scene before firefighters were allowed inside. This delayed medical treatment to gunshot victims.

“I think it went pretty well today,” Kmet said. “We saw some things right off the bat that we will want to make changes to.”

The training exercise will be analyzed at an upcoming meeting among all the agencies to discuss the pros and the cons of the exercise.

Then an “after-action report” is written.

“We talk about the whole scenario. What went right and what went wrong. We will identify the issues that need to change. We will then determine who will be responsible for making that change and make a timeline when that will happen,” said Kmet.

Part of the training for firefighters is to work with law enforcement to save more lives.

“Firefighters sign up to go into a burning building and risk their lives. They are not used to running into a building where shots are being fired or potentially being fired. There is a danger of running into that, even with having law enforcement there,” he said.

Pinal County spokesman Joe Pyritz said Saturday’s training was a just-in-case scenario.

“It’s one of those things that you hope never happens but you have to be prepared just in case,” Pyritz said.

“It’s been a long time in planning but we want to make sure we get it right. We know that we’re not going to be perfect so we have to figure out what we’re good at and work on our weaknesses.”

Pyritz said the training also helps county and city first responders to determine what other agencies’ capabilities are.

Art Carlton, director of the exercise and an employee of Pinal County Emergency Management, said there were about 12 different agencies participating in the drill.

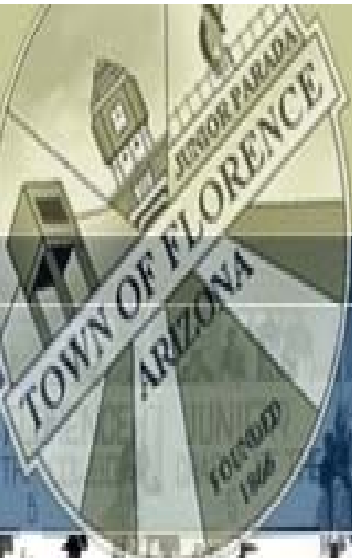
“The first component of this was to press the threat that allowed the court security and law enforcement to work together in case there was ever an incident here at the courthouse,” he said.

The second part of the test is to train two firefighters and two law enforcement members to work in teams.

“Florence Fire has taken the initiative to train 14 response task force teams and each team is four people. This gives them the time to practice their new training skills and get fairly good at it before they get out in the field and actually have to use it. We have to train at that level,” said Carlton.

Nine Fire Agencies from Pinal County participated in the Active Shooter Drill





THE HISTORIC TOWN OF FLORENCE *Arizona*



June 2019

FLORENCE POLICE DEPARTMENT

Daniel R. Hughes, Chief of Police
425 N. Pinal Street.,
P.O. Box 988
Florence, AZ 85132
Phone: 520-868-7681

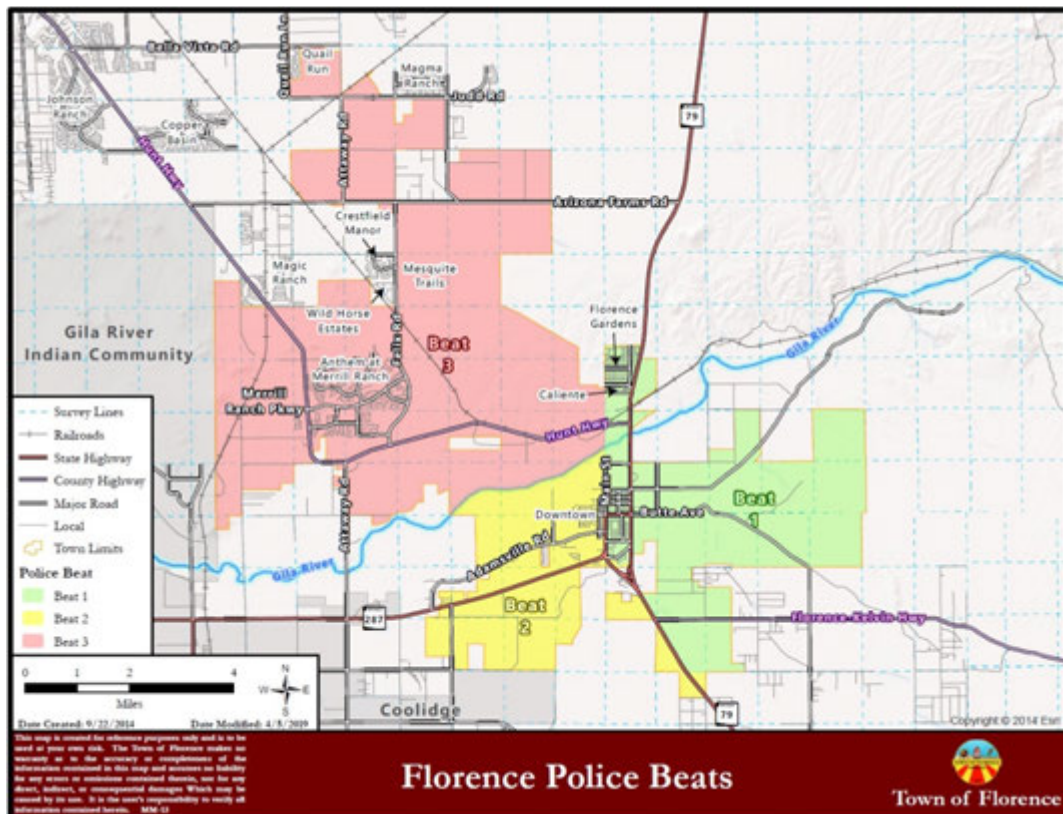


“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

Florence Police Department Monthly Report

June 2019

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and to develop plans for improvement to provide the highest level of service.



PERSONNEL

Employee	Position	Effective
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
3 Full-time	1 Patrol Supervisor, 3 Officer	Open continuous
1 Full-time	Dispatcher	Open continuous

3 applicants have successfully completed backgrounds (2 certified,1 recruit). All 3 applicants received conditional offers. One applicant will complete academy training and receive a final offer after August. One recruit applicant is approved to attend WALETA in Lake Havasu City beginning July 29th through December 13th. Finishing all 3 files and preparing for AZPOST audit.

CHIEF OF POLICE

Chief of Police, Daniel R. Hughes attended the following meetings during the month:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Purchasing Committee Meeting
- Fire and Police Communications Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-1) Planning Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting

ADMINISTRATIVE/SUPPORT SERVICES

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, Departmental Budget/Finances and Public Information-Media.

The Support Services Manager had the following monthly activities:

- Review of guidelines for accreditation
- Analyze budget for end of year
- Employee evaluations
- Review of Superior FD billing
- Review of policies (on-going)
- Laserfiche project (on-going)
- Dispatch testing/hiring
- Preparation of DPS Audit for Communications
- Preparation of DPS Audit for UCR Reporting

Communications

The Dispatcher Supervisor had the following monthly activities:

- 1 full-time Dispatcher position vacant
- 2 Dispatchers in training
- Scheduling and testing new applicants
- Revision of draft policies and procedures
- Worked on Superior billing
- Completed DPS Audit

Calls for Service

Below is a table that depicts the total calls for service handled by FPD Dispatchers during the month. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	20	9	21	50
Crime Stop Line	0	0	0	0
Officer Report	203	101	197	501
In Person	59	4	6	69
Radio Transmission	2	0	2	4
State TT/NLETS	0	0	0	0
Telephone	167	52	71	290
TOTAL	451	166	297	914

Average Response Time to Calls for Service

6 Month Reporting Period: December 2018 to May 2019						
	Jan	Feb	Mar	Apr	May	Jun
Priority 1	5:39	4:50	5:13	4:03	3:24	4:51
Priority 2	6:28	7:12	6:47	5:09	5:50	5:03
Priority 3	5:21	16:30	17:24	22:44	18:47	16:02
Priority 4	None	None	None	8:49	None	None

Definitions:

- Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4 These priorities are those of a report nature only.

Uniformed Crime Reporting (UCR)

Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Non-Neg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	10	0	10	10	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	2	0	2	4	0
c. Other Dangerous Weapon	1	0	1	0	0
d. Hands, Fist, Feet, etc.	3	0	3	3	0
e. Other Assaults – Simple	4	0	4	3	0
BURGLARY	1	0	1	1	0
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	1	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	7	0	7	4	0
MOTOR VEHICLE THEFT	1	0	1	0	0
a. Autos	1	0	1	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	19	0	19	15	0
Clearance(s) by Adult Arrest	5				
Clearance(s) by Juvenile Arrest	0				

**All data presented in this report is tentative.

Property & Evidence

During the month, there were 89 envelopes/packages involved in 48 incident cases that were submitted for processing by the Property & Evidence Section. Of the total envelopes/packages:

Total evidence items: 74

Released	Stored	Out to court	Out to lab
6	59	4	5

Total safekeeping items: 8

Released	Stored	Destroyed	Out to lab
4	4	0	0

Total disposal items: 5

Released	Stored	Destroyed	Out to lab
0	5	0	0

Total found items: 2

Released	Stored	Destroyed	Out to lab
1	1	0	0

The items of evidence involved the following crimes:

- 9 drug incidents
- 2 DUIs

Other considerations:

- The status of the Police Evidence Trust Fund bank account, involving \$2,220.20.
- 12 pending items:
 - 6 are for safekeeping/found property
 - 5 are pending RICO forfeiture/evidence
 - 1 is to be returned to owner, if located
- Fingerprints were taken for 48 citizens by the Property & Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.

Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon.

The Operations Lieutenant attended the following meetings during the month:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

Professional Standards

The Professional Standards Section had the following monthly activities:

- No complaints received.
- No internal administrative investigations initiated.
- There were two use of force reports for June.
 - Citizen reported a suspicious person outside of the laundry mat pacing with a gun. Officers made contact with the subject and conducted a high risk contact which involved displaying their weapons and having the subject put the weapon down to make the scene safe. The subject complied with the officers on scene and the subject was taken home without incident. The subject was upset at locking his keys in the car.
 - Officers attempted to make an arrest on a suspect in a domestic violence assault. The subject was resistive and control holds were not working. Officers brought the subject to the ground where they were able to control the suspect and place handcuffs on him. No injury to the suspect, however both officers received scrapes.

Criminal Investigations Unit

Observed Offense	Assigned Detective	Case Status	Notes
# of new cases assigned this month: 10			
Assault	L. Gaston	Closed	Misdemeanor Charges Filed
Death investigation	D. Helsdingen	OPEN	48-year-old male found deceased possible heat related, pill found next to body determine to be fentanyl by DPS, subject's cell phone being downloaded to identify source of pill waiting on autopsy results to determine cause of death
Sex offense (Juvenile)	I. Gaston	Closed	Unfounded
Agency assist	D. Helsdingen	OPEN	Assist Glendale PD with Forensic Interview 7/3/19
Sex offense (Juvenile)	L. Gaston	OPEN	Forensic Interview 7/3/19
Dangerous Drugs	D. Helsdingen	Closed	Assist patrol the interview of suspect-adult arrest
Sex offense (Juvenile)	L. Gaston	OPEN	Forensic Interview 7/3/19
Agg. assault (C.O.)	D. Helsdingen	Closed	Felony Charges Filed
Threatening	D. Helsdingen	Closed	Inmate threatening Correction officer, gang related-felony criminal charges filed
Promote Prison Contraband (Shank)	D. Helsdingen	Closed	Felony Charges Filed
# of cases carried over into this month: 3			
Hit & Run	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA Follow-up investigation completed waiting on PCA
Sex offense	D. Helsdingen	OPEN	Victim returned from California-interviewed completed-workup on suspects sent to DPS Felony charges forth coming Confrontation call completed suspect did not disclose
Dangerous drugs (Prison)	J. Ballard	OPEN	A type of liquid-soaked paper is being mailed into facility to inmates, DPS identified synthetic dangerous drugs, packet received, charges pending (two more letters found this month)
# of joint cases worked this month: 7			
Observed Offense	Primary/Secondary Detective	Case Status	Notes
PREA	C. Linderoth/D. Helsdingen	OPEN	Initial Report taken, SANE Exam completed, Buccal swab from suspect collected, sex assault kit sent to DPS, waiting on investigation from Core Civic and DPS results
Death investigation	D. Helsdingen/L. Gaston	Closed	Suspicious death being investigated waiting on autopsy report-ME reported natural causes

Homicide	D. Helsdingen/L. Gaston	Closed	1 st Degree Murder Charges Filed waiting on PCA to approve charges who are waiting on the FEDs to charge the same suspect with a different homicide
Sex offense (Juvenile)	L. Gaston/D. Helsdingen	OPEN	Several juvenile females disclosed inappropriate sexual abuse. Recent Grand Jury indictment added 3 more child related offenses
Custodial interference & kidnapping	D. Helsdingen/L. Gaston	OPEN	RAJ located in town returned to DCS. Then RAJ + sister and a ward of the state absconded from a group home in Avondale. The three juveniles were located in town with mother criminal charges filed on mother
Narcotics (Prison)	J. Ballard/D. Helsdingen	OPEN	A type of liquid soaked paper is being mailed into facility to inmates, waiting on DPS to identify whether it is fentanyl or opiate based (two more letters found this month)
Sex assault/sex abuse	L. Gaston/D. Helsdingen	OPEN	Reported long time sexual abuse from Illinois to AZ ending in Florence. Working with LE in Illinois search warrant on residence suspect arrested. Suspect rearrested on Agency Assist felony warrant from Illinois. Suspect currently in custody awaiting extradition. Images of Child pornography found on suspect's computer additional charges being filed Evidence returned from PCSO forensics. Detective Gaston completed reviewing video tapes found on scene
Other activity:			
D. Helsdingen/L. Gaston	FBI Training Violent Crimes (3 days in Chandler)		
D. Helsdingen	Oral Boards x3		
D. Helsdingen/ L. Gaston	Interview Victim/witness in Avondale		
D. Helsdingen	Rescue Task Force Special Event		
D. Helsdingen	Buster Training		

Shoplifting: 1
Theft: 2
Vehicle theft: 1

Monthly Activities

Total calls for service for the month were 423. Person crimes totaled 8; 7 of the 8 person crimes took place in a correctional facility. Property crimes totaled 5. Officers in Beat 1 conducted directed patrols in the areas of previously reported crimes. Officers also conducted field interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The directed patrols and field interviews were utilized to gather information/suspects and also to provide a presence in the community to help deter additional crimes. There were 20 warrant arrests in Beat 1 during the month.

Community Involvement and Education

Area schools were closed for summer break. Officers continued their visits to schools and grounds to prevent and / or detect any crimes. Officers were also assigned to schools to monitor crosswalks and school speed zones when school returned to session.

In addition to normal patrol, officers also conducted 59 directed patrols of businesses, apartment complexes, Florence Gardens and Caliente communities and the prisons.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Aggravated Assault reported on N. Bowling Road – A Corrections Officer was kicked in her ankle by an inmate as she was preparing him for transport. The officer was treated at the facility and charges have been forwarded to court for the inmate.

Sex Offense reported on N. Bowling Road – An inmate reported that another inmate had approached him and stated he wanted to kiss him and have sex with him. The victim immediately reported the incident to correctional staff.

Assault reported on N. Pinal Parkway – Awaiting further information from the prison.

Assault reported on N. Pinal Parkway – Awaiting further information from the prison.

Assault reported on N. Pinal Parkway – A female inmate heated water up in the microwave and then splashed the hot water onto another female inmates face. The water caused first degree burns to the other female. The female was medically treated by facility staff. Charges have been forwarded to court.

Assault reported on N. Pinal Parkway – A male inmate punched another inmate in the face causing a minor injury. The victim immediately reported the incident to correction officers. The male was treated at the facility. Charges were forwarded to the court.

Assault reported on N. Pinal Parkway – A male inmate slashed another inmate across the neck and upper body with a homemade weapon. The victim was removed to a hospital for treatment. The suspect was subdued by correctional staff. The weapon was recovered/removed by correction officers. Charges have been forwarded to the court.

Assault reported on N. Main Street – Two juvenile boys were in a fight at the library. They punched and kicked each other while they were playing video games. No injuries were sustained. Their parents were notified and they were removed from the location. (Occurred in Beat 2)

Vehicle Theft reported on E. Florence heights Drive – A male reported that he entered his apartment to take a nap and when he woke up he went outside. He states an unknown person removed his 2015 Suzuki DRZ400 motorcycle from the parking spot in front of his apartment. The male stated the motorcycle has not been running and he was repairing it. The male stated the value of the motorcycle is \$3000.00. No suspects.

Theft from a vehicle reported on S. Main Street – A woman reported that while she was putting gas in her vehicle, she entered the store. When she returned to her vehicle, she learned that someone had apparently reached through her open window and taken her wallet. The wallet contained \$84.00 and a debit card. Surveillance video was reviewed but could not identify the suspect.

Shoplifting reported on N. Pinal Parkway – A male entered the store and placed a bottle of chocolate milk in his pocket and left the store without purchasing the item. The male was located a short time later and admitted to taking the item. The male was cited for the theft.

Theft reported on N. Pinal Parkway – A male reported that while at work, in April or May, he placed his backpack on a table unattended. When he returned, he found that \$40.00 of cash had been removed by an unknown person. There are no suspects.

Criminal Damage reported on E. Virginia Street – A female reported that someone had broken the headlight on her car and scratched the paint while it was parked overnight in her driveway. No suspects.

Accident reported on S. Pinal Parkway at Florence Heights Drive – A vehicle which was traveling northbound on S. Pinal Parkway was struck by a vehicle that had passed the stop sign while eastbound on Florence Heights Drive. Minor damage, no injuries. The at-fault driver was cited.

Accident Private Property reported on N. Main Street – A woman reported that she was parked in the parking lot and entered the Post Office. When she returned to her vehicle, she noticed that someone had driven into her vehicle and caused damage to the door area. The other vehicle had

left prior to her return and did not leave a note.

Accident Private Property reported on N. Pinal Parkway – Two vehicles struck each other in the prison parking lot. The drivers exchanged information.

Accident Private Property reported on S. Hwy 287 – A neighbor reported that a maintenance vehicle had struck a parked car in the complex parking lot. The owner of the vehicle was contacted and could not confirm that his vehicle had sustained any damage.

Training

Legal updates

Burglary: 1
Criminal damage: 7

Monthly Activities

Officers conducted 28 directed patrols of the local business and issuing warning citations for parking violations (10) to include (7) Field Interviews. FPD has been conducting stationary surveillance on various locations to determine narcotic activity. Beat #2 Officers conducted 17 separate investigations regarding suspicious activity.

Community Involvement and Education

During the month of June, crime increased overall within Beat 2. Patrol Officers reporting no foot or bicycle traffic at night, and known narcotic locations have been quiet. Beat 2 did see a rise in criminal damage/vandalism. These cases are still active with investigative leads.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

Vandalism/Criminal Damage: Florence Police Department responded to Heritage Park located at 600 North Main Street in Florence, AZ. FPD took seven calls for service during the month of June for vandalism and criminal damage. During the investigations, the tagging consisted of "2021, 2022, BWG, CROWN" written in black pen within jungle gym. Currently there is not any investigative leads reference the tagging.

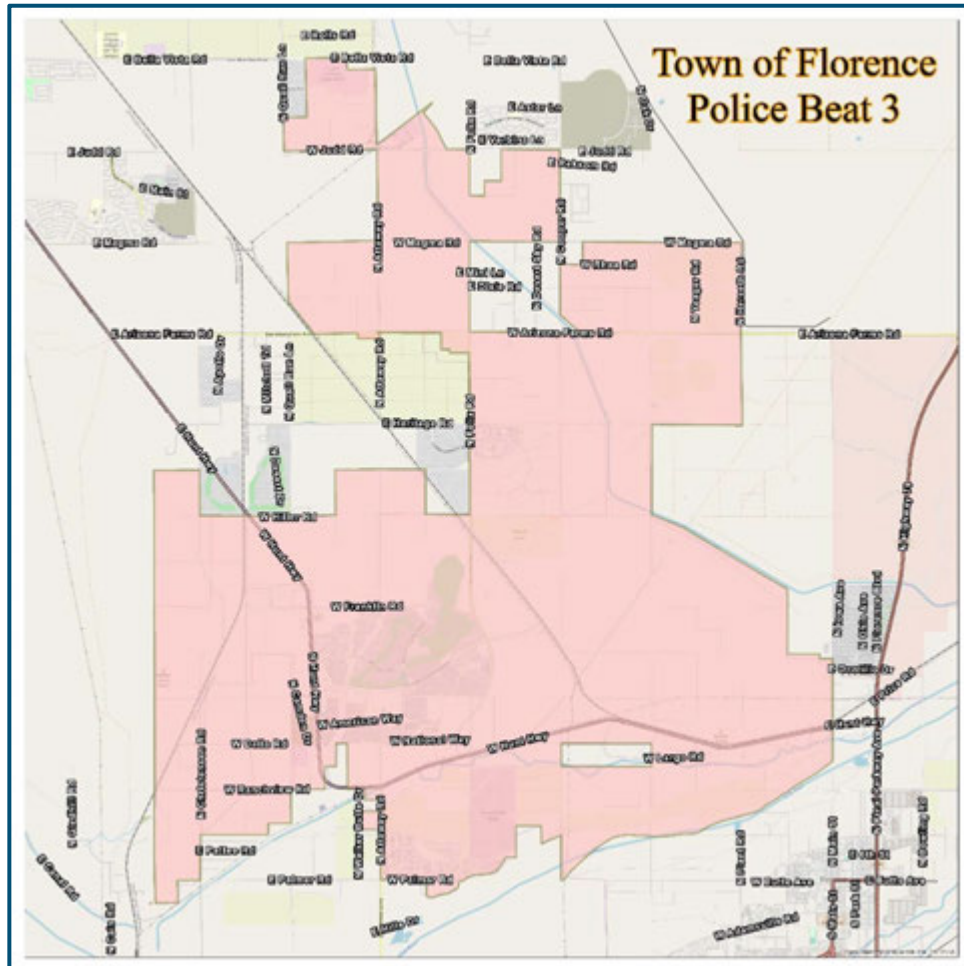
Criminal damage reported on the 200 block of Poston Circle. The reporting party advised both tires on his work truck had been slashed. Officers investigated the scene which included foot impressions and photos of the tires. FPD handled six additional calls for service for criminal damage throughout the Town of Florence. FPD obtained information and through additional statements, eight juveniles were identified and interviewed. FPD has obtained admissions and involvements regarding the criminal damage. FPD will complete the case next week and submit charges as appropriate. The total value of the criminal damage acts is valued at \$3,500.00.

Traffic Stop: FPD observed a black Jeep Wrangler driving the wrong way in the area of Centennial Park and 14th Street. During the traffic stop, the driver was operating a motor vehicle on a revoked license for a prior DUI. The driver was arrested, cited, released and the vehicle towed without incident.

Training

FPD Officers were provided information on local events to including providing them with daily briefings on recent intelligence.

BEAT 3



Beat Statistics:

Beat 1 Supervisor: Sgt. S. Morris

There are 6 officers assigned to Beat 3

Total number of calls for service (including traffic): 280

Total number of traffic stops: 117

Total number of accident reports taken: 3

Total number of citations issued: 16 for 19 violations

Total number of DUI: 0

Crimes against persons

Sexual assault: 1

Other (domestic): 2

Property crimes

Shoplifting: 1

Monthly Activities

For the month of June, the total calls for service was 280, compared to 244 in May. A 14.75 % increase. No influx of major crime. A total of 46 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. FPD did not detain any juveniles for the month of June.

The speed signs logged the following data:

- The Main Street speed sign for southbound traffic. 94,386 vehicles. Average speed was 33 mph. Speed limit is 35 mph. 42,492 were between 33-38 mph. 9,066 were between 39-44 mph, and 842 were 45-50 mph.
- Anthem/ Hunt Highway, - The speed sign for westbound traffic. 148,028 vehicles. Average speed was 32 mph. Speed limit is 45 mph. 9,838 were between 33-38 mph. 21,336 were between 39-44 mph, and 28,974 were 45-50 mph. 15,397 vehicles were 50 and above.
- The portable speed sign #2 is at Florence Heights. Trailer #3 was placed on Adamsville Road by the hospital.

Community Involvement and Education

Beat 3 officers continue to look for code enforcement violations and enforced 47 parking violations.

Special Events

None

Upcoming Special Events

None

Significant Calls for Service

W. Sonoma Way – Boyfriend and girlfriend got into an argument, and the boyfriend punched the girlfriend in the face several times. The boyfriend left the area and charges have been filed.

W. Springfield Way – A 15-year-old became argumentative inside the residence. The juvenile had not been taking his medication. He was transported for a psychological evaluation.

N. Smithsonian Dr. – A 15-year-old female has disclosed that she was sexually abused when she was 4 and 11 years of age. This case is ongoing.

N. Hunt Hwy – A male subject purchased \$100 worth of groceries. He then went back into the store and placed \$115 worth of meat into the bags of the paid groceries and exited the store without paying for the meat. He was detained by store personnel and cited and released.

Hunt/American – A Toyota Avalon turned left in path of a Chevy 1500 truck. Driver of the Toyota was transported for minor injuries. He was also cited in the accident.

Felix/Merrill Ranch Pkwy – An Off Highway Vehicle (OHV) was traveling down Felix road and struck a large black pipe causing it to roll over. No injuries.

Merrill Ranch Pkwy/Sun City Blvd – A Kia Optima was traveling down Merrill Ranch Pkwy and struck the back of a golf cart traveling in the same direction. No injuries. Driver of the Kia was cited in the accident.

Training

Officer uniforms were inspected this month, with no discrepancies noted.

K-9 Unit

How many officers assigned to K-9 Unit: 1 - K-9 Murphy

Total number of vehicle stops: 13

Total number of K-9 utilizations: 3

Total number of vehicle hand searches: 4

Total amount of narcotic seizures in weight: 6.5 grams

Type of drug:	Narcotics	Weight:	6.5 grams
Type of drug:	Paraphernalia	# of items:	4 items

Monthly Activity:

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Training Unit. Officer Murphy's service dog Rexo, detected marijuana, cocaine, methamphetamine and heroin without incident. Officer Murphy is certified through the (NCAT) National Canine Audit Tracking Systems using K9 Rexo.

During the month of June 2019, Officer Murphy self-initiated (13) cases which included vehicle stops, field interviews and on-view criminal activity.

Officer Murphy conducted a traffic stop in the area of Hunt Highway and Coors Road for excessive speed. During the stop, the odor of marijuana was coming from the vehicle. The driver did not have a valid medical marijuana card and located in the passenger door was 6.5 grams of marijuana. The male driver was issued a criminal citation for possession of marijuana and drug paraphernalia.

Officer Murphy conducted a traffic in the area of 800 North Pinal Street for expired registration. As Officer Murphy was speaking with the female driver, the odor of marijuana was coming from the vehicle. The female driver did not have a medical marijuana and upon a consent search, 2.4 grams of marijuana and drug paraphernalia was located under the passenger seat. The female was issued a criminal citation for possession of marijuana and drug paraphernalia.

Volunteers

The Florence Volunteers put in a total of 85 hours for the month. There was a total of 5 volunteers that donated their time this month. The Victim Services Unit was not utilized this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There were six 3511 hearings this month, conducted by a volunteer. The vehicles were released to a tow company, and all fees were waived.

Grants

- End of 3rd Quarter for GOHS. Several details worked as well as Task Force dates. All radars have been ordered, installed and are in use.

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month: 109

Total traffic contacts for the month: 602

Type of Citation	Total Number of Citations
Civil traffic	96
Criminal traffic	8
DUI	0
DUI drugs	0
Other (CT, CR, CV)	5

Training

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

Traffic

Total number of citations issued for the department: 47 for 59 violations

Directed Patrol

The Police Department conducted 156 directed patrols during the month. Directed patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased pro-active patrol in high crime areas has decreased crimes.

ACCOMPLISHMENTS/COMMENDATIONS/KUDOS



Graduation Day at the Northwestern School of Police Staff & Command for Sgt. Riccomini. Congratulations-We are proud of you!





We are proud to announce our new Facebook page. The link is:
<https://www.facebook.com/TownOfFlorencePD>

Please make sure to “like” our page and follow us on social media.



TOWN OF FLORENCE

PUBLIC WORKS DEPARTMENT

444 N. Warner Street

Florence, AZ 85132

Office: 520-868-7614

FAX: 520-868-7546

MEMO

MEETING DATE: August 5, 2019

STAFF PRESENTER: Christopher A. Salas, Development Services Director/Town Engineer

SUBJECT: Staff Report

Cemetery Division:

Monthly Activity

- Inquiries – 4
- Burials - 1
- Lots Sold – 2
- Spaces – 2

Engineering Division:

APS Solar Covered Parking

- Submitted Library/Community Center design proposal for FY'19 consideration
- Would allow APS to construct a 108-space car covered parking area, roof being made of solar panels. Approximate kW yield is 270 kW
- Action pending 2019 eligibility consideration from APS

Kokopelli Moon Saloon – Demolition - Completed

Cuen Building – Pre Demolition

- Terracon report complete - asbestos and lead paint present
- Town is opening the bid for a Buyer and complete repairs

CFD Feasibility

- Wilson & Company – ON CALL Engineers

Cox Irrigation Ditch

- Preliminary ditch design received from EPS, forwarded to SCIDD for review
- 4/23/19 Still waiting on SCIDD
- Pursuing alternative approvals via direct consultation with affected landowners
- NRSC on design and getting quotes for construction

Anthem at Merrill Ranch

- Unit 52 approved for Letter of Acceptance

Florence Hospital Drainage

- Dibble Eng. in dialog with Baxter Design to assess drainage issues and search for original Drainage Report. Town does not have this report
- 5/6/19 No updates

SCIDD Canal Sunrise Estates

- SCIDD performed aerial survey (UAV) early December, pending survey results to determine Towns participation in resolving severe erosion issues – nothing new to report
- 4/1/19 Still awaiting response from SCIDD
- Approximately 700 cubic yards of soil acquired from FUDS baseball field project and placed on Langley 3 property for use as backfill
- 5/6/19 – Communication ongoing

CAG EPC (Environmental Protection Committee)

- Next scheduled meeting May 2019

EVIT (East Valley Transportation Committee)

- Next scheduled meeting April 26, 2019

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- Milling – Complete
- As of 5/6/19 Soil Sampling – Soil/Cement – Waiting design – outside company

Facilities Maintenance:

Brunenkant

- F/A and circuits for transmitter – In Process – parts back-ordered

Community Development

- HVAC - Complete

Public Works Building

- Fire Suppression System - Complete
- Fleet skylights – Complete
- Heaters – Complete
- Fleet vehicle lift

Town Hall

- French Drain – Complete
- Patch & Paint – Complete
- Carpeting – Chambers – Complete
- Window Seals – Complete
- Lighting Retrofit – Complete
- Flooring – In Process 5/22/19

- Roof Repairs - Centimark – Authorized 3/20/19 pending schedule

Senior Center

- Electrical Drop – Complete
- Flooring – In Process 6/3/19
- Overhang repair estimated approximately- \$5000 - Pending

Safety Walkthroughs

- Southwest Risk & Town staff completed on 1/10/19, Departments are currently working on addressing identified issues – On Going

Community Services Building / Library

- Art Display Hangers – Complete
- Roof Warranty Work - Complete

Fire Station #1

- Touch up painting
 - Hallway, restroom 1111 and kitchen - Pending
- Flooring – In Process 5/28/19
- Electrical – Heli Pad - Complete

Fire Station #2

- Repair Bay Door Damage – Completed
- Compressor Circuits – In Process
- Door Safety Lighting - Completed

Fitness Center

- Roof – Completed
- Electrical Panel – Complete
- Fire Alarm – Complete
- Ceiling work – paint – waiting to schedule
- Flooring – In Process 5/28/19

Police Department

- Roof - ADMIN – Complete
- Generator Circuits – ADMIN – Complete
- Dog Door Replacement - Complete

IT Building

- Roof Repairs– Complete

Silver King

- Egress Improvement Formal Bid Solicitation – Bid up for discussion for funding
- Deck – In Process –
 - West deck has been removed
 - Concrete – scheduled 1st week in June
 - Handrails are being modified for replacement
- Paint – In Process

McFarland

- Fire panel – Completed

North Wastewater Treatment Plant

- Window A/C Unit Replacement – Complete
- Ceiling Repairs – Roof Leak - Complete

South Wastewater Treatment Plant

- Lighting Retrofit – Complete
- HVAC - Complete

Total Concept

- Adobe Repairs – Complete

Fleet Services:

Monthly Work Orders

- Preventative Maintenance (PM's) – 10
- Other Services – 31
- Total vehicles serviced – 41

Streets (HURF) Division:

Roads

- Chip Seal - Complete
- Patch potholes
- Blading drainage ditches

Water Division:

SCADA Upgrade

- To coordinate between well sites
- Fill tanks at night for energy savings
- Need operational plans and programming
- New server installed

WELL WATER LEVELS (IN FEET) – 2019 – YTD Average = 233'

Well #	Well ID	JAN	FEB	MAR	APR	MAY	JUN
1	ADWR - 55-610432	205	204	205	205	203	203
2B	ADWR - 55-610433	N/A	N/A	N/A	N/A	N/A	N/A
3B	ADWR - 55-215446	219	218	218	218	225	226
4	ADWR - 55-619533	N/A	N/A	N/A	N/A	220	220
5	ADWR - 55-619534	277	282	274	281	265	242
MONTHLY AVERAGE		234	235	232	235	228	223

Wastewater Division:

South Wastewater Treatment Plant

- ADEQ inspection 7/18/19 – No Issues
- Discussions on amendment to permit to go to chlorine primarily

North Wastewater Treatment Plant

- Replacement of Blower on Denite tank

Sanitation:

RAD Service Orders

- Town 55 pickups of bulk trash
- Florence Gardens 50 pickups of bulk trash
- Anthem had 106 pickups of bulk trash

Capital Improvement Projects:

CIP GG-25 - Silver King Balcony Repairs

- Motley Design Group –egress designs - Complete
 - Electric
 - Fire suppression
 - Door hardware
- Budgetary figures for repairs and deck surface have been received with exception of optional budgetary figures for stamped/colored concrete for west deck
- 4.25.2019 – Advertised Formal Bid

CIP GG-26 - Signal Light @ SR79 & Hunt Highway

- ADOT Traffic study is complete
- Met with ADOT to discuss project options
- ADOT is using CMAR Process, Contractor selected, but designer has not be selected

CIP GG-29 – Territory Square Expansion – Phase 1

- Extend 8” waterline within Main Street @ Town Hall
- Funds not available until FY 19/20
- Confirmed on budget 19/20

CIP PSP-18 - HVAC @ Police Department

- Three units replaced after failures in FY16/17, remaining two are newer and are not scheduled for replacement in 17/18

CIP SU-06 – Wastewater Main Extensions & Replacements

- Budget is to allow for unplanned repairs
- Currently – no scheduled projects

CIP SU-13 – Wastewater Main Extension (Main Interceptor / Lift Station) NORTH

- Bar Screen and Compactor on order as of 10/19/18
- Delivered and installed – testing on-going

CIP SU-20 – Recharge Facility

- Council approved on 1/7/2019
- Notice to Proceed sent to Scholz Contracting and Jayco (Earth Moving)
- Project started 1/22/2019
- 2/14/19 Earthwork COMPLETED by Jayco
- 4/23/19 Scholz Piping started

CIP SU-83 – SCADA Tie-Ins – Wastewater Controls

- SOW provided 9/13/18
- As of 3/4/19 – Under review, searching for alternatives
- 5/6/19 no update

CIP SU-84 – Wastewater System Preservation

- Pro Tec started cleaning 4/22/2019

CIP SU-85 - Recharge Permitting & Design

- Completed

CIP SU-88 – SWWTP Expansion Headworks

- 10/19/18 – Construction documents to be submitted
- Meeting with Engineering consultant and town – plans review - Complete
- Plan revisions necessary

CIP SU-89 – WWTP Compliance / Permitting Equipment

- Complete for FY

CIP SU-90 – SWWTP Improvement Modifications

- Complete

CIP T-12 – Butte Avenue Bridge Replacement

- 11/9 Certified letter to all utilities
- On-going – Feasibility Study
- Trying to find funding sources

CIP T-14 – Roundabout / Intersection Improvement SR 79B & SR287

- MAG close out funds
- Design concept report completed
- Presentation at future council meeting and (JPA) Joint Project Agreement will be going to council for approval 5/20/2019

CIP T-28 – Hunt Highway Fire Station #2 Traffic Signal / Turn Lane

- 1st Phase design completed & reviewed
- 11/7/18 – Bid Tab approved to complete the next stage – Lee Engineering \$10,925
- Design Complete
- Awaiting CFD Feasibility report to be completed

CIP T-41 – Pinal Street Drainage (aka Main Street Butte to Ruggles Ditch)

- Formal bidding process followed
- Notice to Proceed and project started by T Y Lin
- Design underway

CIP T-60 - E. 1st Street Pavement (HURF Bond)

- Milling Complete

CIP WU-23 - 2B Outfitting

- Approved by Council on 11/5/2018 – Coolidge Engine & Pump
- Completed

CIP WU-25 – Water Line Relocation

- Relocate 12” water line outside of INS property
- Funds not available until FY 22/23

CIP WU-38 - Water Line Replacements

- Westland Resources to complete design, ADEQ permitting, utility location and construction documents
- 8” Water Line Extension (Elizabeth – Virginia – Orlando) – JOC Contract with Pine/Strawberry – Apache Underground
- To be completed by May 15, 2019

CIP WU-74 – Transmission Line & Pressure Zones

- Report on feasibility of project and pump curves
- Project still being scoped
- Alternatives being evaluated

CIP WU-83 – Downtown 12” Loop (CBDG)

- Phase 1, 2a, 2b and 3a are completed
- Phase 3b is being advertised for construction – tentatively scheduled for July 1, 2019

CIP WU-84 – Well #4 Pump Inspection and Rebuild

- KP Ventures – Completed

CIP WU-85 – Hydrant Replacement

- Replace aging fire hydrants
- Cooperative utilized for parts, Council approved on 5/21/2018
- Work being completed in-house
- Project is on-going

CIP WU-86 – 8” Line Extension (410 feet) Willow to High School

- 7/1/2018 – Project ON HOLD until 3rd quarter FY 18/19
- 5/6/19 No update

CIP WU-87 – Line Extension on Adamsville Road (Quartz to 79B)

- 9/18/18 Project COMPLETED – line was extended to hydrant

CIP WU-88 – Well Preservation (Well #5)

- Tentative to start April 2019